

Number of  
Company

623197 / 1

Form No. 41

# THE COMPANIES ACT, 1948



A 5s.  
Companies  
Registration  
Fee Stamp  
must be  
impressed  
here.

REGISTERED

13 11 1953

DECLARATION of Compliance with the requirements of the  
Companies Act, 1948, on application for registration of a Company.

Pursuant to Section 15 (2).

Insert the  
Name of the  
Company.

TRADERS TELEVISION RELAY  
LIMITED

and by

I, Maurice Sheehan

of 26 Station Road Port Talbot in the County of Glamorgan

(a) Here insert:  
"A Solicitor of the  
"Supreme Court"  
(or in Scotland "a  
Solicitor") "engaged  
"in the formation"

or  
"A person named  
"in the Articles of  
"Association as a  
"Director or  
"Secretary".

Do solemnly and sincerely declare that I am ("a Solicitor to the  
Supreme Court engaged in the formation

of Traders Television Relay

Limited,

And that all the requirements of the Companies Act, 1948, in respect of  
matters precedent to the registration of the said Company and incidental  
thereto have been complied with, And I make this solemn Declaration  
conscientiously believing the same to be true and by virtue of the provisions  
of the Statutory Declarations Act, 1835.

Note.—This margin is reserved for binding and must not be written across.

Declared at Port Talbot in the County.

of Glamorgan

the 4<sup>th</sup> day of March

one thousand nine hundred and  
fifty-nine

Before me,

Hopkin W Evans

HOPKIN W EVANS

M. Sheehan

Number of  
Company

623197 1/2

# THE STAMP ACT 1891. *CCD*

(54 & 55 VICT., CH. 39.) *£50*

COMPANY LIMITED BY SHARES.



## Statement of the Nominal Capital

OF

TRADERS TELEVISION RELAY

LIMITED.

REGISTERED

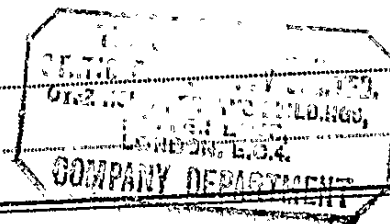
16 MAR 1959

Pursuant to Section 112 of the Stamp Act 1891, as amended by Section 7 of the Finance Act 1899, Section 39 of the Finance Act 1920, and Section 41 of the Finance Act 1933.

*NOTE.*—The Stamp Duty on the Nominal Capital is Ten Shillings for every £100 or fraction of £100.

This Statement is to be filed with the Memorandum of Association or other Document when the Company is registered.

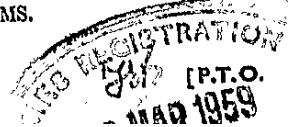
Presented by



THE SOLICITORS' LAW STATIONERY SOCIETY, LIMITED

2 Chancery Lane, W.C.2; 3 Bucklersbury, E.C.4; 49 Bedford Row, W.C.1; 6 Victoria Street, S.W.1; 5 Hanover Street, W.1; 55-59 Newhall Street, Birmingham, 3; 19 & 21 North John Street, Liverpool, 2; 8-30 John Dalton Street, Manchester, 2; 31 Charles Street, Cardiff; and 157 Hope Street, Glasgow, G.2.

PRINTERS AND PUBLISHERS OF COMPANIES BOOKS AND FORMS.



# THE NOMINAL CAPITAL

OF

Traders Television Relay

Limited,

is £10,000. divided into:

Ten thousand Shares of One pound each

Shares of each

\*Signature 

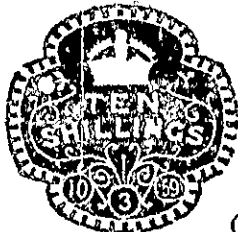
Description Solicitor engaged in the formation of  
the Company.

Dated the 4<sup>th</sup> day of March 1952.

\_\_\_\_\_  
\*This Statement should be signed by an Officer of the Company, or  
by the Solicitor(s) engaged in the formation.

NOTE. This margin is reserved for binding and must not be written across.

623197/3



*The Companies Act, 1948.*



COMPANY LIMITED BY SHARES.

## Memorandum of Association

OF

# TRADERS TELEVISION RELAY LIMITED



1. The name of the Company is "TRADERS TELEVISION RELAY LIMITED."

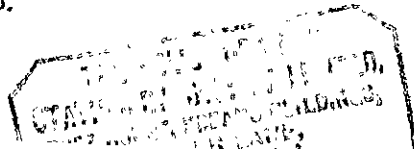
2. The registered office of the Company will be situate in England.

3. The objects for which the Company is established are—

- (A) To manufacture, buy, sell, operate, hire, install, maintain and otherwise deal in radio and television relay equipment and all things capable of being used in connection with the generation, reception, transmission, distribution, supply, accumulation and employment of electrical energy, radio and television waves, and to operate a service to the general public or other persons or bodies and to enter into agreements therefor. To carry on business of manufacturers, dealers, repairers, hirers, maintainers, operators, importers and exporters, either by wholesale or retail, of radio and television equipment of all kinds, radio and television sets, components, spare parts and accessories, manufacturers of and repairers and dealers in all types of domestic appliances, electrical equipment, electrical, general, mechanical and automobile engineers and installation contractors, manufacturers of, repairers and dealers in dynamos, motors, armatures, magnetos, batteries, conductors, insulators, transformers, converters, switchboards, stoves, cookers, contacts, glass, pottery and rubber insulating materials, cables, wires, electric lamps, radio and television valves, cathode ray tubes, quartz lamps, reflectors, bells, fires, control gear, fans, furnaces and generally all electrical, gas, water and steam plant, machinery, fittings and accessories of every description, manufacturers of, repairers and dealers in bicycles, tricycles, motor-cycles, motor assisted cycles, motor cars and all types of vehicles by whatever means propelled, coach builders, upholsterers, dealers in petrol, oil, and all types of fuel, both liquid and solid, garage proprietors and operators, electroplaters, painters, joiners, ironmongers, smiths, galvanisers, japanners, cellulose sprayers, annealers, enamellers, decorators, colourmen, dealers in paints, oils and all types of materials associated thereto.

REGISTERED

16 MAR 1959



1059

- (B) To enter into arrangements with other companies, firms, or persons for buying, selling, letting on hire, hire-purchase or the operation of easy payment systems, or by financing or assisting such other companies, firms or persons, to acquire, purchase, buy, sell, let on hire, hire-purchase or operate easy payment systems for the acquisition or disposal of any of the above machines, apparatus, materials, commodities, articles or things as may be deemed expedient, and for any of these purposes to lend money and give guarantees or security or otherwise finance or assist any such purposes on such terms and in such manner as may seem expedient.
- (C) To carry on any other trade or business whatsoever which can, in the opinion of the Board of Directors, be advantageously carried on by the Company in connection with or as ancillary to any of the above businesses or the general business of the Company.
- (D) 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.
- (E) 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.
- (F) 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.
- (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 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.
- (H) 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 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.

- (i) To receive money on deposit or loan upon such terms as the Company may approve, and to guarantee the obligations and contracts of customers and others.
- (j) To make advances to customers and others with or without security, and upon such terms as the Company may approve, and generally to act as bankers for customers and others.
- (k) 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 and maintain any club or other establishment or profit-sharing scheme calculated to advance the interests of the Company or its officers or employees.
- (l) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.
- (m) 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.
- (n) 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.
- (o) 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.

- (P) 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.
- (Q) 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 this 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.
- (R) 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 this Company is authorised to carry on.
- (S) 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.
- (T) To amalgamate with any other company whose objects are or include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this 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 this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.



- (u) 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.
- (v) 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, sub-contractors, trustees or otherwise.
- (w) To do all such other things as are incidental or conducive to the above objects or any of them.

4. The liability of the members is limited.

5. The share capital of the Company is £10,000, divided into 10,000 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, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.

NUMBER OF  
SHARES TAKEN  
BY EACH  
SUBSCRIBER

Thomas James Phillif  
57. Station Rd. Port Talbot.  
Electrical Contractor

one.

Ernest Dennis  
56. Penylan Court, Port Talbot.  
Radio & Television Engineer

Two

DATED this 4<sup>th</sup> day of March, 1959.

WITNESS to the above Signatures—

W. Sheehan  
Solicitor  
Port Talbot.



*The Companies Act, 1948.*



COMPANY LIMITED BY SHARES.

## Articles of Association

OF

# TRADERS TELEVISION RELAY LIMITED

### PRELIMINARY.

1. Subject as hereinafter provided, the regulations contained or incorporated in Part II of Table A in the First Schedule to the Companies Act, 1948 (hereinafter referred to as "Table A, Part II") shall apply to the Company.

2. Regulations 3, 5, 24, 53, 71, 75, 77, 88, 96, 97 and 136 of Part I of Table A in the said Schedule (hereinafter referred to as "Table A, Part I") shall not apply to the Company, but the Articles hereinafter contained, and the remaining regulations of Table A, Part I, and regulations 2, 3, 4 and 6 (but not regulation 5) of Table A, Part II, subject to the modifications hereinafter expressed, shall constitute the regulations of the Company.

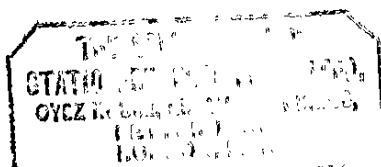
### SHARES.

3. The shares shall be at the disposal of the Directors, who may allot or otherwise dispose of them, subject to regulation 2 of Table A, Part II, and to the provisions of the next following Article, to such persons at such times and generally on such terms and conditions as they think proper, and provided that no shares shall be issued at a discount, except as provided by section 57 of the Act. No share or debenture shall be knowingly issued or transferred to or held by any person or corporate body, nor shall any person or corporate body knowingly have or acquire any interest in any share or debenture in any circumstances in which the Company would by reason thereof lose its status as an exempt Private Company.

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

### LIEN.

5. In regulation 11 of Table A, Part I, the words "(not being a fully paid share)" and the words "(other than fully paid shares)" shall be omitted.



## TRANSFER OF SHARES.

6. (A) Subject as in these Articles provided, any share may be transferred to any member of the Company, and any share may be transferred by a member to his or her father or mother, or to any lineal descendant of his or her father or mother, or to his or her wife or husband, and any share of a deceased member may be transferred to the widow or widower or any other such relative as aforesaid of such deceased member or may be transferred to or placed in the names of his or her executors or trustees; and in any such circumstances (but subject as aforesaid) regulation 3 of Table A, Part II, shall not apply save to ensure that the number of members shall not exceed the prescribed limit or to prevent a transfer of shares on which the Company has a lien.

(B) A share shall not be transferred otherwise than as provided in paragraph (A) of this Article unless it first be offered to the members at a fair value to be fixed by the Company's Auditors. Any member desiring to sell a share (hereinafter referred to as a "retiring member") shall give notice thereof in writing to the Company (hereinafter referred to as a "sale notice") constituting the Company his agent for the purpose of such sale. No sale notice shall be withdrawn without the Directors' sanction. The Directors shall offer any share comprised in a sale notice to the existing members, and if within twenty-eight days after the sale notice has been given a purchasing member is found, such purchasing member shall be bound to complete the purchase within seven days. Notice of the finding of the purchasing member shall be given to the retiring member, who shall be bound on payment of the fair value to transfer the share to the purchasing member. If the retiring member fails to complete the transfer, the Directors may authorise some person to transfer the share to the purchasing member and may receive the purchase money and register the purchasing member as holder of the share, issuing him a certificate therefor. The retiring member shall deliver up his certificate and shall thereupon be paid the purchase money. If within twenty-eight days after the sale notice has been given the Directors shall not find a purchasing member for the share and shall give notice accordingly, or if through no default of the retiring member the purchase is not duly completed, the retiring member may at any time within six months after the sale notice was given, but subject to regulation 3 of Table A, Part II, sell such share to any person and at any price.

(C) No share shall be issued or transferred to any infant, bankrupt or person of unsound mind.

## TRANSMISSION OF SHARES.

7. The proviso to regulation 32 of Table A, Part I, shall be omitted.

## PROCEEDINGS AT GENERAL MEETINGS.

8. The words "or not carried by a particular majority" shall be inserted after the words "or lost" in regulation 58 of Table A, Part I.

## DIRECTORS.

9. Unless and until otherwise determined by the Company in General Meeting, the number of the Directors shall not be less than three nor more than nine. The following shall be the first Directors of the Company, that is to say—Thomas James Phillips, Emlyn Davies and Edward Naish.

10. The qualification of a Director shall be the holding of one hundred shares of the Company. A Director may act before acquiring his qualification.

11. The words "in General Meeting" shall be inserted after the words "unless the Company" in regulation 78 of Table A, Part I.

## POWERS AND DUTIES OF DIRECTORS.

12. A Director may vote in respect of any contract or arrangement in which he is interested and be counted in the quorum present at any meeting at which any such contract or arrangement is proposed or considered, and if he shall so vote his vote shall be counted. This Article shall have effect in substitution for paragraphs (2) and (4) of regulation 84 of Table A, Part I, which paragraphs shall not apply to the Company.

## DISQUALIFICATION OF DIRECTORS.

13. The office of a Director shall be vacated:—

- (1) If by notice in writing to the Company he resigns the office of Director.
- (2) If he ceases to be a Director by virtue of section 182 of the Act.
- (3) If he becomes bankrupt or enters into any arrangement with his creditors.
- (4) If he is prohibited from being a Director by an order made under any of the provisions of section 188 of the Act.
- (5) If he becomes of unsound mind.
- (6) If he is removed from office by a resolution duly passed under section 184 of the Act.

14. Any person may be appointed or elected as a Director, whatever may be his age, and no Director shall be required to vacate his office by reason of his attaining or having attained the age of seventy or any other age.

## ROTATION OF DIRECTORS.

15. In addition and without prejudice to the provisions of section 184 of the Act, the Company may by Extraordinary Resolution remove any Director before the expiration of his period of office, and may by Ordinary Resolution appoint another Director in his stead. A person appointed in place of a Director so removed shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director.

## PROCEEDINGS OF DIRECTORS.

16. A Director may from time to time by notice in writing to the Company appoint any person approved by his co-Directors to act as an alternate Director at any meeting of the Board from which he is himself absent, and may in like manner remove any person so appointed from office. An alternate Director so appointed may also be removed from his office by notice in writing to the Company given by the co-Directors of the Director by whom he was appointed. An alternate Director appointed under this Article shall not be required to hold any qualification or be entitled to any remuneration from the Company, but he shall be entitled, while holding office as such, to receive notice of meetings of Directors and to attend and vote thereat in place of and in the absence of the Director appointing him.

## ACCOUNTS.

17. In regulation 127 of Table A, Part I, the words "and shall only have effect subject and without prejudice to the provisions of section 158 (1) (c) of the Act" shall be inserted immediately after the words "joint holders of any shares or debentures" at the end of that regulation.

## WINDING UP.

18. In regulation 135 of Table A, Part I, the words "with the like sanction" shall be inserted immediately before the words "determine how such division," and the word "members" shall be substituted for the word "contributories."

## INDEMNITY.

19. Every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under section 448 of the Act in which relief is granted to him by the court and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by section 205 of the Act.

---

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.

---

Thomas James Phillips  
54. Station Rd. Port Talbot.  
Electrical Contractor.

Enrys Davies  
56. Penteglyn Road Talbot  
Radio & Television Engineer

---

DATED this 4<sup>th</sup> day of March, 1959.

WITNESS to the above Signatures

*Wisham*  
*Estlin*  
*Port Talbot*

DUPLICATE FOR THE FILE

No. 623197



## Certificate of Incorporation

I Hereby Certify That

TRADERS TELEVISION RELAY LIMITED

is this day Incorporated under the Companies Act, 1948, and that the  
Company is Limited.

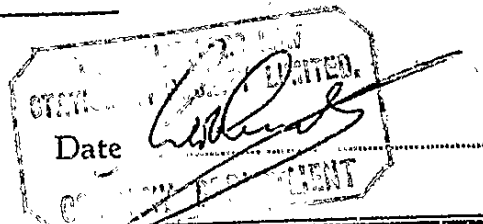
Given under my hand at London this Sixteenth day of

March

One Thousand Nine Hundred and Fifty nine.

*A. J. Newman*  
ASSISTANT Registrar of Companies

Certificate  
received by )



U  
Number of Company, 623197

11  
*The Companies Act, 1948*



COMPANY LIMITED BY SHARES

## Special Resolutions

(Pursuant to s. 141 (2))

OF

## TRADERS TELEVISION RELAY LIMITED

*Passed 27th June, 1960*

AT an EXTRAORDINARY GENERAL MEETING of the above-named Company, duly convened, and held at The Grand Hotel, Port Talbot, in the County of Glamorgan, on the 27th day of June, 1960, the subjoined SPECIAL RESOLUTIONS were duly passed, viz. :—

### RESOLUTIONS

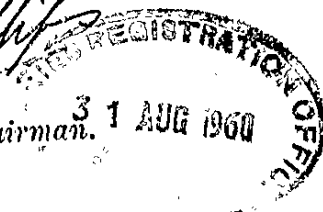
1. That Article 3 of the Company's Articles of Association restricting the issue of shares to a corporate body be and is altered by deleting the wording relating thereto in the last six lines of the said Article.

2. That the capital of the Company be increased to £30,000 by the creation of 20,000 new shares of £1 each, such new shares to rank *pari passu* in all respects with the existing shares in the capital of the Company.

REGISTERED  
31 AUG 1960

THE SOLICITORS-LAW  
STATIONERY SOCIETY LIMITED.

Chairman. 31 AUG 1960





Number of  
Company | 625197. | 12

Form No. 10

# THE COMPANIES ACT, 1948



## Notice of Increase in Nominal Capital

Pursuant to section 63

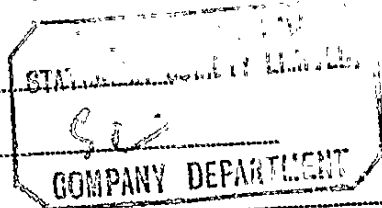
Insert the  
Name  
of the  
Company { TRADERS TELEVISION RELAY

LIMITED

NOTE.—This Notice and a printed copy of the Resolution authorising the increase must be filed within 15 days after the passing of the Resolution. If default is made the Company and every officer in default is liable to a default fine (sec. 63 (a) of the Act).

A filing fee of 5s. is payable on this Notice in addition to the Board of Trade Registration Fees (if any) and the Capital Duty payable on the increase of Capital. (See Twelfth Schedule to the Act).

Presented by



*Handwritten signature*

The Solicitors' Law Stationery Society, Limited  
22 Chancery Lane, W.C.2; 3 Bucklersbury, E.C.4; 49 Bedford Row, W.C.1; 6 Victoria Street, S.W.1;  
15 Hanover Street, W.1; 55-59 Newhall Street, Birmingham, 3; 31 Charles Street, Cardiff; 19 & 21 North  
John Street, Liverpool, 2; 28-30 John Dalton Street, Manchester, 2; and 157 Hope Street, Glasgow, C.2.

PRINTERS AND PUBLISHERS OF COMPANIES BOOKS AND FORMS

Companies 6A

C199

TRADERS TELEVISION RELAY

**Note.**—This margin is reserved for binding and must not be written across

Number of  
Company } 623197. / 13

Form No. 26

# THE STAMP ACT, 1891

(54 & 55 VICT., CH. 39)

COMPANY LIMITED BY SHARES

## Statement of Increase of the Nominal Capital

OF

TRADERS TELEVISION RELAY

LIMITED

Pursuant to Section 112 of the Stamp Act, 1891, as amended by Section 7 of the Finance Act, 1899, by Section 39 of the Finance Act, 1920, and Section 41 of the Finance Act, 1933.

*NOTE.—The Stamp duty on an increase of Nominal Capital is Ten Shillings for every £100 or fraction of £100.*

This Statement is to be filed with the Notice of Increase which must be filed pursuant to Section 63 (1) of the Companies Act, 1948. If not so filed within 15 days after the passing of the Resolution by which the Capital is increased, interest on the duty at the rate of 5 per cent. per annum from the date of the passing of the Resolution is also payable. (Section 5 of the Revenue Act, 1933.)

Presented by

THE SOLICITORS' LAW  
STATIONERY SOCIETY, LIMITED.  
W. H. WICKHAM  
COMPANY DEPARTMENT

COMPANIES REGISTRATION  
31 AUG 1950

The Solicitors' Law Stationery Society, Limited.  
23 Chancery Lane, W.C.2; 3 Bucklersbury, E.C.4; 49 Bedford Row, W.C.1; 6 Victoria Street, S.W.1;  
48 Hanover Street, W.1; 55-59 Newhall Street, Birmingham, 3; 31 Charles Street, Cardiff; 19 & 21 North  
John Street, Liverpool, 2; 28-30 John Dalton Street, Manchester, 2; 157 Hope Street, Glasgow, C.2.

PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS

# THE NOMINAL CAPITAL

OF

TRADERS TELEVISION RELAY

Limited

has by a Resolution of the Company dated  
27th day of June 1960 been increased by  
the addition thereto of the sum of £20,000,  
divided into :—

Twenty Thousand Shares of One Pound each

Shares of each

beyond the registered Capital of—

Ten Thousand Pounds

Signature



(State whether Director or Secretary) Director.

Dated the 27th day of July 1960.

Note.—This margin is reserved for binding and must not be written across

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTIONS  
of

TRADERS TELEVISION RELAY LIMITED

Passed the 6th day of April 1972

AT AN EXTRAORDINARY GENERAL MEETING of the above-named Company, duly convened and held at BRAWDY, LONDON ROAD, NEATH, GLAMORGAN on 6th April 1972, the following resolutions were duly passed as Special Resolutions namely:-

SPECIAL RESOLUTIONS

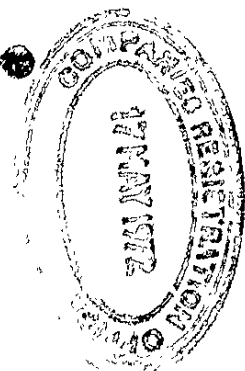
"1. THAT the provisions of clause 3 of the Company's Memorandum of Association be altered in manner following:-

(1) By the deletion of paragraphs (F) (G) and (H) and the substitution therefor of the following:-

"(F) To lend money to such persons or companies and on such terms as may seem expedient

(G) To guarantee the performance of any obligation and the payment of money by any person or company (whether with or without consideration or other advantage to the Company)

(H) To receive money on deposit or loan and borrow or raise money in such manner as the Company shall think fit and in particular by the issue of debentures or debenture stock (perpetual or otherwise) and to secure the repayment of any money borrowed raised or owing by mortgage charge or lien upon all or any of the property or assets of the Company (both present and future) including its uncalled capital, and also by a similar mortgage charge or lien with or without consideration



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to secure and guarantee the performance of any obligation or the payment of any money by any person or company"

(2) By the deletion of paragraphs (I) and (J) and the consequent relettering of the remaining paragraphs

(3) By the insertion of the following words at the end of the said clause 3:-

"And it is hereby declared that:-

- (a) the word "Company" in this clause except where used in reference to this Company shall be deemed to include any partnership or other body of persons whether corporate or unincorporate and whether domiciled in the United Kingdom or elsewhere, and
- (b) the objects specified in each of the paragraphs of this clause shall be regarded as independent objects and accordingly shall in no wise be limited or restricted (except where otherwise expressed in such paragraphs) by reference to or inference from the terms of any other paragraph, but may be carried out in as full and ample a manner and construed in as wide a sense as if each of the said paragraphs defined the objects of a separate and distinct company"

2. THAT the Company adopt new Articles of Association in the form of the draft produced to the Meeting and initialled for identification by the Chairman in place of the existing Articles of Association of the Company

3. THAT 315 of the unissued shares of £1 each in the capital of the Company be converted into 'M' shares of £1 each conferring on the holders thereof the following rights:-

(1) The right in priority to any payments to the holders of any other class of shares

(a) To be paid as from the date hereof out of the profits available for dividend a fixed cumulative preferential dividend at the rate of 5,000 per cent

on the capital for the time being paid up

thereon and


(b) On a winding-up or reduction of capital involving repayment of capital to repayment of the capital paid up or credited as paid up thereon together with (i) a sum equal to all arrears and accruals of the said fixed cumulative preferential dividend (whether earned or declared or not) down to the date of such repayment and (ii) a premium of £5,000 per share Provided that in the event of repayment of part only of the capital paid up or credited as paid up on the 'M' shares a proportionate part only of such premium shall be payable

(2) On a poll at any general meeting of the Company each holder of an 'M' share shall have 200 votes for each 'M' share held by him

4.1 THAT upon the recommendation of the Directors it is desirable to capitalise the sum of £315 being part of the amount standing to the credit of the profit and loss account of the Company and accordingly that such sum be set free for distribution among the members who would have been entitled thereto if distributed by way of dividend on condition that the same be not paid in cash but be applied in paying up in full at par 315 'M' shares of £1 each in the capital of the Company to be allotted and distributed credited as fully paid among such members in the proportion of one 'M' share of £1 for every fifty shares of £1 each held by them immediately prior to the passing of this Resolution and that the Directors be and they are hereby authorised and directed to apply the said sum of £315 and to issue the said 315 'M' shares accordingly"

J.D.H. SHAW

Secretary



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The Companies Acts, 1948 to 1967

COMPANY LIMITED BY SHARES

## Articles of Association

of

TRADERS TELEVISION RELAY LIMITED  
(Adopted by Special Resolution passed  
6th April 1972).

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### PRELIMINARY

1. The regulations contained or incorporated in Part II of Table 'A' in the First Schedule to the Companies Act, 1948 (which Table is hereinafter referred to as "Table 'A'") shall apply to the Company so far as the same are not excluded or varied hereby.
2. Regulations 75, 87, and 89-97 (inclusive) of Part I of Table 'A' shall not apply to the Company.

### SHARES

3. The Shares shall be at the disposal of the Directors, who may allot, grant options over or otherwise deal with or dispose of them subject to Regulation 2 of Part II of Table 'A' to such persons, at such times and generally on such terms and conditions as they think proper, but so that no shares shall be issued at a discount, except in accordance with Section 57 of the Act.
4. The lien conferred by Regulation II of Part I of Table 'A' shall attach to fully paid-up shares and to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole registered holder thereof or one of several joint holders.

### TRANSFER OF SHARES

5. In Regulation 22 of Part I of Table 'A' the words "and transferee" immediately following the words "the transferor" shall not apply to the Company.



## PROCEEDINGS AT GENERAL MEETINGS

6. A poll shall be taken whenever directed by the Chairman or demanded by one or more Members entitled to vote and Regulation 58 of Part I of Table 'A' shall be modified accordingly.

## DIRECTORS

7. Until otherwise determined by a General Meeting, the number of Directors shall be not less than two.

8. The Directors may grant special remuneration to any Director who, being called upon, shall render any special or extra services to the Company, or go or reside abroad in connection with the conduct of any of the affairs of the Company. Such special remuneration may be made payable to such Director in addition to or in substitution for his ordinary remuneration (if any) as a Director, and may be payable by way of a lump sum, participation in profits or otherwise as the Directors shall determine.

## BORROWING POWERS

9. The proviso to Regulation 79 of Part I of Table 'A' shall not apply to the Company.

## OTHER POWERS AND DUTIES OF DIRECTORS

10. A Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout and he shall be counted in any quorum and, if he shall vote, his vote shall be counted when any such contract arrangement or matter is under consideration, and paragraphs (2) and (4) of Regulation 84 of Part I of Table 'A' shall not apply to the Company.

11. Without restricting the generality of their powers the Directors may exercise all the powers of the Company pursuant to paragraph (I) of clause 3 of the Memorandum of Association and any Director shall be entitled to receive and retain for his own benefit any pension, gratuity, or other benefit paid or granted by the Directors.

## DISQUALIFICATION OF DIRECTORS

12. The office of a Director shall not be vacated pursuant to paragraph (f) of Regulation 88 of Part I of Table 'A' unless and until the Directors pass a resolution that he has vacated office.

## APPOINTMENT AND REMOVAL OF DIRECTORS

13. The Directors shall have power at any time and from time to time to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors.

14. Without prejudice to the last preceding Article the Company may by Ordinary Resolution appoint any person to be a Director either to fill a casual vacancy

or as an additional Director.

15. The provisions of Section 185 of the Act shall not apply to the Company.

16. Without prejudice to the power of the Company under Section 184 of the Act to remove a Director by Ordinary Resolution, the Company may by Extraordinary Resolution remove any Director and may by Ordinary Resolution appoint another Director in his stead.

#### ALTERNATE DIRECTORS

17. Any Director may by writing under his hand left at the Registered Office of the Company at any time appoint any other Director or appoint any person (who shall not require a share qualification or be entitled to receive any remuneration from the Company but shall otherwise be subject to the provisions of these presents with regard to Directors) to be alternate Director in his place, and every such alternate Director subject to his giving the Company an address within the United Kingdom at which notices may be served upon him, shall be entitled to receive notices of all meetings of the Board and to attend and vote as a Director at any such meeting at which the Director appointing him is not personally present, and in the absence of his appointor from England, generally shall have and exercise all the powers, rights, duties and authorities of the Director appointing him; Provided always that no such appointment of any person not being a Director shall be operative unless and until the approval of a majority of the Directors for the time being shall have been given. Any Director who is appointed as alternate Director shall be entitled to vote at a meeting of the Directors on behalf of the Director so appointing him as distinct from the vote to which he is entitled in his own capacity as a Director of the Company and shall also be considered as two Directors for the purpose of making a quorum of Directors. A Director may at any time revoke the appointment of an alternate Director appointed by him and (subject to such approval as aforesaid) appoint another person in his place, and if a Director shall die or cease to hold the office of Director the appointment of his alternate Director shall thereupon cease and determine. Any revocation under this Article shall be effected by notice in writing under the hand of the Director making the same and any such notice if left at the registered office of the Company shall be sufficient evidence of revocation.

#### NOTICES

18. In Regulation 131 of Part I of Table 'A' the words "in the case of a notice of a meeting" and all the words after the words "the letter containing the same is posted" shall not apply to the Company.

The Companies Acts, 1948 to 1967

COMPANY LIMITED BY SHARES

Certified a true copy of the Memorandum  
as amended by the Special Resolution  
passed on 6th April 1972 and the Articles  
adopted on that day.

*Simmons & Simmons*

16.5.72.

Memorandum

~~and~~

~~Articles of Association~~

of

TRADERS TELEVISION RELAY LIMITED

As at 1st June 1972.

Incorporated the 16th day of March, 1959.

Simmons & Simmons,  
Solicitors,  
14, Dominion Street,  
London EC2M 2RJ

Ref.R.4359/WK/CAWxd.WK

JS

19



## CERTIFICATE OF INCORPORATION

No. 622197

I HEREBY CERTIFY that TRADERS TELEVISION  
RELAY LIMITED was incorporated under the Companies  
Act 1948 as a limited company on the 16th March  
1959.

GIVEN under my hand at London the 17th April  
1972.

A.F. GILMOUR  
Assistant Registrar of Companies

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The Companies Acts, 1948 to 1967

COMPANY LIMITED BY SHARES

## Memorandum of Association

of

TRADERS TELEVISION RELAY LIMITED  
(As amended by Special Resolution passed  
6th April 1972)

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1. The name of the Company is "TRADERS TELEVISION RELAY 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 manufacture, buy, sell, operate, hire, install, maintain and otherwise deal in radio and television relay equipment and all things capable of being used in connection with the generation, reception, transmission, distribution, supply, accumulation and employment of electrical energy, radio and television waves, and to operate a service to the general public or other persons or bodies and to enter into agreements therefor. To carry on business of manufacturers, dealers, repairers, hirers, maintainers, operators, importers and exporters, either by wholesale or retail, of radio and television equipment of all kinds, radio and television sets, components, spare parts and accessories, manufacturers of and repairers and dealers in all types of domestic appliances, electrical equipment, electrical, general, mechanical and automobile engineers and installation contractors, manufacturers of, repairers and dealers in dynamos, motors, armatures, magnetos, batteries, conductors, insulators, transformers, converters, switchboards, stoves, cookers, contacts, glass, pottery and rubber insulating materials, cables, wires, electric

(H)

lamps, radio and television valves, cathode ray tubes, quartz lamps, reflectors, bulbs, fires, control gear, fans, furnaces and generally all electrical, gas, water and steam plant machinery, fittings and accessories of every description, manufacturers of, repairers and dealers in bicycles, tricycles, motor-cycles, motor assisted cycles, motor cars and all types of vehicles by whatever means propelled, coach builders, upholsterers, dealers in petrol, oil, and all types of fuel, both liquid and solid, garage proprietors and operators, electroplaters, painters, joiners, ironmongers, smiths, galvanisers, japanners, cellulose sprayers, annealers, enamellers, decorators, colourmen, dealers in paints, oils and all types of materials associated thereto.

- (B) To enter into arrangements with other companies, firms, or persons for buying, selling, letting on hire, hire-purchase or other operation of easy payment systems, or by financing or assisting such other companies, firms or persons, to acquire, purchase, buy, sell, let on hire, hire-purchase or operate easy payment systems for the acquisition or disposal of any of the above machines, apparatus, materials, commodities, articles or things as may be deemed expedient, and for any of these purposes to lend money and give guarantees or security or otherwise finance or assist any such purposes on such terms and in such manner as may seem expedient.
- (C) To carry on any other trade or business whatsoever which can, in the opinion of the Board of Directors, be advantageously carried on by the Company in connection with or as ancillary to any of the above businesses or the general business of the Company.
- (D) 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.
- (E) 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.
- (F) To lend money to such persons or companies and on such terms as may seem expedient.
- (G) To guarantee the performance of any obligation and the payment of money by any person or company (whether with or without consideration or other advantage to the Company).

- (H) To receive money on deposit or loan and borrow or raise money in such manner as the Company shall think fit and in particular by the issue of debentures or debenture stock (perpetual or otherwise) and to secure the repayment of any money borrowed raised or owing by mortgage charge or lien upon all or any of the property or assets of the Company (both present and future) including its uncalled capital, and also by a similar mortgage charge or lien with or without consideration to secure and guarantee the performance of any obligation or the payment of any money by any person or Company.
- (I) 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 and maintain any club or other establishment or profit-sharing scheme calculated to advance the interests of the Company or its officers or employees.
- (J) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.
- (K) 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.
- (L) 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.
- (M) 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

and with any other person or persons who may be interested.

(1) To enter into any partnership or joint venture, association or arrangement for the purpose of carrying on any business with or without the Company, and to acquire and dispose of shares, stock or securities of any such company, and to guarantee the payment of the dividends, interest or capital of any shares, stock or securities of and to subscribe or otherwise acquire any such company.

(2) 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 this 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.

(3) 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 this Company is authorised to carry on.

(4) 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.

(5) To amalgamate with any other company whose objects are or include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this 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 this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.

(6) 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.

- (T) 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, sub-contractors, trustees or otherwise.
- (U) To do all such other things as are incidental or conducive to the above objects or any of them.

AND it is hereby declared that :-

(a) the word "Company" in this clause except where used in reference to this Company shall be deemed to include any partnership or other body of persons whether corporate or unincorporate, and whether domiciled in the United Kingdom or elsewhere, and

(b) the objects specified in each of the paragraphs of this clause shall be regarded as independent objects, and accordingly shall in no wise be limited or restricted (except where otherwise expressed in such paragraphs) by reference to or inference from the terms of any other paragraph, but may be carried out in as full and ample a manner and construed in as wide a sense as if each of the said paragraphs defined the objects of a separate and distinct company.

4. The liability of the members if limited.

5. The share capital of the Company is £30,000, divided into 30,000 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, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

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NAMES, ADDRESSES AND DESCRIPTIONS  
OF SUBSCRIBERS

Number of  
Shares  
taken by  
each  
Subscriber

---

THOMAS JAMES PHILLIPS,  
57 Station Road,  
Port Talbot.

One

Electrical Contractor.

EMLYN DAVIES,  
56 Pentyla,  
Port Talbot.

One

Radio & Television Engineer.

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DATED this 4th day of March, 1959.

WITNESS to the above Signatures :-

M. SHEEHAN,  
Solicitor,  
Port Talbot.

No: 623197

~~42~~ 42

THE COMPANIES ACTS, 1948 TO 1967

COMPANY LIMITED BY SHARES

TRADERS TELEVISION RELAY LIMITED

WRITTEN RESOLUTION

WE, the undersigned, being all the members of Traders Television Relay Limited HEREBY RESOLVE that the 315 'M' Shares of £1 each in the capital of the Company be converted into and become and be designated Ordinary Shares of £1 each ranking pari passu in all respects with the existing Ordinary Shares of £1 each in the capital of the Company

Dated 10th May 1972

.....  
Director

C. STOKER SHERIFF

For and on behalf of  
MACOWARDS LIMITED

.....  
J.D.H. Shaw



SIMMONS & SIMMONS  
14, DORRINGTON ST

## THE COMPANIES ACTS 1948 to 1967

## COMPANY LIMITED BY SHARES

SPECIAL RESOLUTIONS

of

TRADERS TELEVISION RELAY LIMITED

Passed on 23rd day of July 1975

AT AN EXTRAORDINARY GENERAL MEETING of the Company duly convened and held on 23rd July 1975 at 140 Hampstead Road London NW1 the following resolutions were duly passed as to Numbers 1 and 2 as Special Resolutions and as to Number 3 as an Ordinary Resolution

SPECIAL RESOLUTIONS

1. That the provisions of Clause 3 of the Memorandum of Association of the Company be amended by deleting paragraph (G) and substituting the following:-  
"To guarantee support or secure whether with or without consideration and whether by personal covenant or by mortgaging or charging all or any part of the undertaking property assets and rights (present and future) and uncalled capital of the Company or by both such methods the liabilities of the performance of the obligations of and the payment of the principal amounts of and the premiums interest and dividends on any securities of any person firm or company including (without prejudice to the generality of the foregoing) the payment of money from time to time payable by any company which is for the time being the Company's holding company as defined by Section 154 of the Companies Act 1948 or another subsidiary as defined by the said section of the Company's holding company or otherwise associated with the Company in business".
2. That the Board of Directors be specifically empowered authorised and directed to create and issue a Composite Guarantee and Debenture in the form produced to the Meeting and initialled by the Chairman for the purposes of identification



("the Composite Guarantee and Debenture") in favour of a syndicate of banks led by Morgan Grenfell & Co. Limited whereby the Company

(a) guarantees all moneys obligations and liabilities now or hereafter due owing or incurred by Maple Macowards Limited under the terms of certain facility letters defined in the Composite Guarantee and Debenture or in connection with the facility thereby granted and

(b) charges as a continuing security all its undertaking property assets and rights whatsoever both present and future in manner more particularly set out in the Composite Guarantee and Debenture to secure repayment of the moneys obligation and liabilities therein covenanted to be paid

#### ORDINARY RESOLUTION

3. THAT the Directors be and they are hereby directed to create and issue to the syndicate of banks led by Morgan Grenfell & Co. Limited not only the Composite Guarantee and Debenture but also any other documents which might be required from time to time by such syndicate in connection with the facilities arranged by Maple Macowards Limited and to instruct the Directors of such of the charging subsidiaries as are subsidiaries of the Company to procure that the same execute the Composite Guarantee and Debenture

J.D.H. Shaw  
Secretary

Number of Company 623197

THE COMPANIES ACTS 1948 to 1976

COMPANY LIMITED BY SHARES

RESOLUTIONS

OF

TRADERS TELEVISION RELAY LIMITED

Passed the 25<sup>th</sup> day of April, 1977.

at an EXTRAORDINARY GENERAL MEETING of the members of the above named Company convened and held at Television House, Shrivenham Road, Swindon on the 25th day of April, 1977 the following resolutions were passed as SPECIAL RESOLUTIONS:-

RESOLUTIONS

- 1) That the objects of the Company be altered by deleting the whole of clause 3 of its Memorandum of Association and by substituting in lieu thereof clause 3 as set out in the form of Memorandum of Association produced to this meeting and for the purposes of identification subscribed by the Chairman and that the form of Memorandum of Association as produced be and the same is hereby adopted in substitution for the existing form of Memorandum of Association of the Company.
- 2) That the regulations contained in the document headed "Articles of Association" produced to this meeting and for the purposes of identification subscribed by the Chairman be and the same are hereby adopted as the Articles of Association of the Company in substitution for and to the exclusion of all existing Articles thereof.

E.W. CLARK

Secretary

8

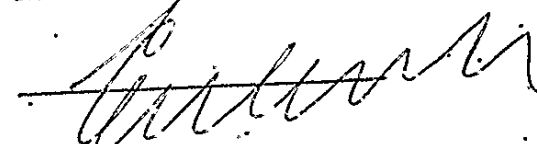
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SUBSTITUTED  
MEMORANDUM  
AND  
ARTICLES OF ASSOCIATION  
OF  
TRADERS TELEVISION RELAY  
LIMITED

Substituted Memorandum and Articles of Association  
adopted by Special Resolutions passed on 25th April, 1977.

CERTIFIED TO BE A TRUE COPY

  
Secretary

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COMPANY LIMITED BY SHARES

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RESOLUTIONS

OF

TRADERS TELEVISION RELAY LIMITED

---

Passed the 25<sup>th</sup> day of April, 1977.

---

at an EXTRAORDINARY GENERAL MEETING of the members of the above named Company convened and held at Television House, Shrivenham Road, Swindon on the 25th day of April, 1977 the following resolutions were passed as SPECIAL RESOLUTIONS;-

RESOLUTIONS

- 1) That the objects of the Company be altered by deleting the whole of clause 3 of its Memorandum of Association and by substituting in lieu thereof clause 3 as set out in the form of Memorandum of Association produced to this meeting and for the purposes of identification subscribed by the Chairman and that the form of Memorandum of Association as produced be and the same is hereby adopted in substitution for the existing form of Memorandum of Association of the Company.
- 2) That the regulations contained in the document headed "Articles of Association" produced to this meeting and for the purposes of identification subscribed by the Chairman be and the same are hereby adopted as the Articles of Association of the Company in substitution for and to the exclusion of all existing Articles thereof.

E.W. CLARK

Secretary

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Electro-static Photocopying  
process

for



COMPANY LIMITED BY SHARES  
MEMORANDUM OF ASSOCIATION  
(as altered at 25th April, 1977.

OF

TRADERS TELEVISION RELAY LIMITED

1. The name of the Company is Traders Television Relay 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 all or any of the businesses or trades of electrical, electronic, hydraulic, radio, television, mechanical, electro-mechanical, civil, constructional, illuminating, heating, gas, ventilation, woodworking, metal working and general engineers and of manufacturers, workers, dealers, importers, exporters, reconditioners, installers, assemblers, designers, developers, renters, hirers, letters on hire, wholesalers and retailers in electric lighting and ancillary products, electric fittings, machines, instruments, components, telephone and telecommunication products and apparatus and devices for recording, reproducing, transmitting, receiving and emitting sounds, sound waves, light waves, vision pictures, printed matter, messages, data and signals whether for commercial, experimental and other purposes, optical and photographic equipment and materials, all types of office equipment, furniture and requisites, and catering equipment, domestic appliances of all kinds, motor and electrical apparatus test equipment, motor vehicles and ancillary products, leather and leather goods of all kinds, cabinet and furniture makers, manufacturers of plastic and plastic mouldings, and as printers, and travel and ticket agents, and manufacturers, producers and dealers of oxygen gas and other gases and their residue products, dealers in secondhand plant and machinery, and manufacturers, contractors, repairers and dealers in all kinds of apparatus, measuring equipment, implements, fire fighting equipment, engineers' tools, machine tools, machinery and plant and repairers of all the above products and to act as general merchants and factors.

... of this memorandum were altered with respect

- (b) To carry on any other business which the Directors decide is capable of being conveniently carried on in connection with any of these Objects, or calculated directly or indirectly to enhance the value of, or facilitate the realisation of, or render profitable any of the Company's property or rights.
- (c) To manage, supervise and control, or to take part in the management, supervision or control of, any company or undertaking and for that purpose to appoint and remunerate any Directors, accountants or other experts or agents.
- (d) To apply for, register, purchase or by other means acquire and protect, prolong and renew whether in the United Kingdom or elsewhere, any patents, patent rights, brevets d'invention, licences, trade marks, designs, protections, and concessions which may appear likely to be advantageous or useful to the Company, and to use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon and testing and in improving or seeking to improve any patents, inventions or rights which the Company may acquire or propose to acquire.
- (e) To acquire by purchase, feu, lease, sub-lease, exchange, hire, licence or otherwise any land, buildings, factories and other property, whether real or personal, and of any tenure, or any interest therein, whether subject or not to any charges or incumbrances and to create freehold and leasehold ground rents and to make advances upon the security of any land or houses or other property or any interest therein.

(The provisions of this memorandum were altered with respect to its Objects to the above by a Special Resolution dated the 25th day of April, 1977.)

- (f) To develop and turn to account any land acquired by the Company or in which the Company is interested, in particular by laying out and preparing the same for building purposes, constructing, altering, pulling down, maintaining, furnishing, fitting up and improving buildings, erections, works and plant, and by planting, paving, draining, farming, cultivating, letting on building lease or building agreement, and by advancing money to and entering into contracts and arrangements of all kinds with builders, tenants and others.
- (g) To manage any land, buildings, factories and other property, whether belonging to the Company or not, and to collect rents and income and to supply to tenants and occupiers or others, refreshments, attendance, messengers, watchmen, gas water and electric services and other advantages and facilities as the Directors may decide.
- (h) To borrow or raise or secure the payment of money and 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, Mortgage Debentures or Debenture Stock payable to bearer or otherwise, and either perpetual or otherwise, and collaterally or further to secure any securities of the Company by a trust deed, deed poll or other assurance.
- (i) 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 guaranteed rights in respect of dividend or repayment of Capital or otherwise, or by the issue of Debentures, Debenture Stock, secured or unsecured Loan Stock or 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 Directors may determine.

(The provisions of this memorandum were altered with respect to its Objects to the above by a Special Resolution dated the 25th day of April, 1977.)

Day, 20th and 21st April 1977,  
warrants, coupons and other negotiable  
or transferable securities or documents.

- (k) To facilitate and encourage the creation, issue or conversion of Debentures, Debenture Stock, secured or unsecured Loan Stock, bonds, obligations, Shares, stocks, and securities, and to guarantee the subscription of or underwrite any stock, Shares or securities; and to act as trustees in connection with any stock, Shares or securities.
- (l) To purchase or otherwise acquire and undertake, wholly or in part for cash or Shares, or otherwise howsoever, all or any part of the capital or business property and liabilities of any person or company.
- (m) To enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint adventure, reciprocal concession or otherwise with any person, firm, company or authority carrying on or engaged in or about to carry on or engage in, any business or transaction which this Company is authorised to carry on or engage in, or any business transaction capable of being conducted so as directly or indirectly to benefit this Company, and to lend money to, finance or guarantee the contracts or bank overdrafts of, or otherwise assist, any such person, firm, company or authority, and whether or not by the deposit of securities, and to take or otherwise acquire Shares and securities of any such company or authority, and to sell, hold, re-issue with or without guarantee, or otherwise deal with the same.
- (n) To amalgamate with any other company, and to enter into arrangements with any other company, person or firm for the operation or control of the whole or any part of the undertaking of the Company.
- (o) To sell the undertaking and property of the Company or any part thereof, for such consideration as the Company may think fit, and in particular for stocks, Shares (whether fully or partly paid up), Debentures, Debenture Stock or securities of any other company, and to pay and distribute any stocks, Shares, Debentures, Debenture Stock or securities so taken as a dividend to the shareholders of the Company.

(The provisions of this memorandum were altered with respect to its Objects to the above by a Special Resolution dated the 25th day of April, 1977.)

of its Members.

- (q) To invest and deal with the moneys of the Company not immediately required upon such securities, or in such investments, and in such manner as may from time to time seem expedient.
- (r) To carry on (whether gratuitously or otherwise) trust and agency business of all kinds.
- (s) To draw, make, accept, endorse, discount, execute, issue and negotiate bills of exchange, promissory notes, bills of lading, warrants, Debentures and other negotiable or transferable instruments.
- (t) To receive from any person or persons, whether Member or Members, Director of Directors, employee or employees of the Company or otherwise, or from any corporate body, money or securities on deposit, at interest or otherwise, and to lend money, and in particular to persons having dealings with the Company.
- (u) To remunerate any person or company for services rendered in placing or assisting to place all or any part of the Share Capital of the Company or any Debentures or other securities of the Company.
- (v) To remunerate the Directors, officials and servants of the Company and others out of, or in proportion to, the return or profits of the Company, or otherwise as the Directors may think proper, to formulate and carry into effect any scheme for sharing the profits of the Company with employees of the Company or any of them, to grant pensions, superannuation allowances or gratuities to employees or employees or persons who are or have been Directors or officers of the Company or its predecessors or associates in business, or the relatives, connections or dependants of any such person, or to persons having dealings with the Company, and to establish or support associations, institutions, clubs, funds and trusts calculated to benefit any such person or persons having dealings with the Company or otherwise to advance the interests of the Company or of its Members or of its employees.

(The provisions of this memorandum were altered with respect to its Objects to the above by a Special Resolution dated the 25th day of April, 1977.)

(x) To do all or any of the things and matters aforesaid in any part of the world, and as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents, contractors or otherwise, and either alone or in conjunction with others.

(y) To subsidise and otherwise assist any company which is for the time being the Company's Holding Company or a subsidiary thereof (as defined by the Companies Act, 1948) and in particular, but without prejudice to the generality of the foregoing, to guarantee support or secure the performance of the obligations of such Holding Company or subsidiary thereof, and the repayment or payment of the capital or principal and premium of, and dividends or interest on, any stocks, Shares, securities or obligations of such Holding Company or subsidiary thereof, and for any of the purposes aforesaid to mortgage or charge all or any part of the undertaking, property and assets (present and future) of the Company, including its uncalled Capital.

(z) To subsidise, assist and guarantee the payment of money by or the performance of any contract, engagement or obligation by any person or companies and to act as agents for the collection, receipt or payment of money.

(aa) To do all such things as the Directors consider incidental or conducive to the attainment of the above Objects or any of them.

The Objects set forth in any sub-clause of this clause shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except when the context expressly so requires, be in any way limited to or restricted by reference to or inference from any other Object or Objects set forth in such sub-clause or from the terms of any other sub-clause or by the name of the Company. None of such sub-clauses or the Object or Objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the Objects or powers mentioned in any other sub-clause, but the Company shall have full power to exercise all or any of the powers and to achieve or to endeavour to achieve all or any of the Objects conferred by and provided in any one or more of the said sub-clauses.

(The provisions of this memorandum were altered with respect to its Objects to the above by a Special Resolution dated the 25th day of April, 1977.)

4. The liability of the Members is limited.
5. The Share Capital of the Company is £30,000 divided into 30,000 Ordinary shares of £1.00 each.

ARTICLES OF ASSOCIATION  
OF  
TRADERS TELEVISION RELAY  
LIMITED

(Adopted by Special Resolution passed  
on the 25th day of April, 1977)

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PRELIMINARY

1. Neither the regulations contained in Table "A" of the First Schedule to the Companies Act in force at the date of the incorporation of the Company, nor the regulations contained in Table "A" of the First Schedule to the Companies Act, 1948, shall apply to the Company except insofar as they are hereinafter repeated or specifically incorporated; but the following shall be the regulations of the Company.

2. In these regulations:-

"the Act" means the Companies Act, 1948.

"the Seal" means the Common Seal of the Company.

"Secretary" means any person appointed to perform all or any of the duties of the Secretary of the Company.

"the United Kingdom" means Great Britain and Northern Ireland.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography, and other modes of representing or reproducing words in a visible form.

Unless the context otherwise requires, words or expressions contained in these regulations shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these regulations become binding on the Company.

3. The Company is a Private Company and accordingly:-

(a) the right to transfer Shares is restricted in manner hereinafter prescribed;

(b) the number of Members of the Company (exclusive of persons who are in the employment of the Company and of persons who having been formerly in the employment of the Company were while in such employment and have continued after the determination of such employment to be Members of the Company) is limited to fifty. Provided that where two or more persons hold one or more Shares in the Company jointly they shall for the purpose of this regulation be treated as a single Member;

(c) any invitation to the public to subscribe for



4. Any Shares which are unissued at the date of the adoption of these regulations, and any new Shares which may be created in accordance with the provisions hereinafter contained shall be under the control of the Directors who may allot or otherwise dispose of the same to such persons on such terms as the Directors shall think fit.
5. Without prejudice to any special rights previously conferred on the holders of any existing Shares or class of Shares, any Share in the Company may be issued with such preferred, deferred or other special rights or such restrictions, whether in regard to dividend, voting, return of Capital or otherwise as the Company may from time to time by Ordinary Resolution determine.
6. If at any time the Share Capital is divided into different classes of Shares, the rights attached to any class (unless otherwise provided by the terms of issue of the Shares of that class) may, whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued Shares of that class, or with the sanction of an Extraordinary Resolution passed at a separate General Meeting of the holders of the Shares of the class. To every such separate General Meeting the provisions of these regulations relating to General Meetings shall apply, but so that the necessary quorum shall be two persons at least holding or representing by proxy one-third of the issued Shares of the class and that any holder of Shares of the class present in person or by proxy may demand a poll.
7. The rights conferred upon the holders of the Shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the Shares of that class, be deemed to be varied by the creation or issue of further Shares ranking *pari passu* therewith.
8. No notice of any trust, expressed, implied or constructive, shall be entered on the Register, or be receivable by the Company. Except as required by law, no person shall be recognised by the Company as holding any Share upon any trust, and the Company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any Share or any interest in any fractional part of a Share or (except only as by these regulations or by laws otherwise provided) any other rights in respect of any Share except an absolute right to the entirety thereof in the registered holder.
9. Every person whose name is entered as a Member in the Register of Members and every Member who transfers part only of the Shares comprised in any one Certificate shall be entitled without payment to receive within two months after allotment or lodgment of transfer (or within such other period as the conditions of issue shall provide) one Certificate for all his Shares. Every Certificate shall be under the Seal and shall specify the Shares to which it relates and the amount paid up thereon. Provided that the Company shall not be bound to issue more than one Certificate in respect of the same Share and delivery of a Certificate for a Share to one of several joint holders shall be sufficient delivery to all such holders.

it may be renewed on such terms (if any) as to evidence and indemnity and the payment of out-of-pocket expenses of the Company of investigating evidence as the Directors think fit.

#### TRANSFER AND TRANSMISSION OF SHARES

11. The instrument of transfer of any Share shall be executed by or on behalf of the transferor and 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.
12. Subject to such of the restrictions of these regulations as may be applicable, any Member may transfer all or any of his Shares by instrument in writing in any usual or common form or any other form which the Directors may approve.
13. 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.
14. If the Directors refuse to register a transfer they shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal.
15. In the case of the death of a Member the survivor or survivors where the deceased was a joint holder, and the legal personal representatives of the deceased where he was a sole holder, shall be the only persons recognised by the Company as having any title to his interest in the Shares; but nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any Share which had been jointly held by him with other persons.
16. Any person becoming entitled to a Share in consequence of the death or bankruptcy of a Member may, upon such evidence being produced as may from time to time properly be required by the Directors and subject as hereinafter provided, elect either to be registered himself as holder of the Share or to have some person nominated by him registered as the transferee thereof, but the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the Share by that Member before his death or bankruptcy, as the case may be.
17. If the person so becoming entitled shall elect to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If he shall elect to have another person registered he shall testify his election by executing to that person a transfer of the Share. All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of Shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the Member had not occurred and the notice or transfer were a transfer signed by that Member.
18. A person becoming entitled to a Share by reason of the death or bankruptcy of the holder shall be entitled

to the same dividends and other advantages to which he would be entitled if he were the registered holder of the Share, except that he shall not, before being registered as a Member in respect of the Share, be entitled in respect of it to exercise any right conferred by Membership in relation to Meetings of the Company:

Provided always that the Directors may at any time give notice requiring any such person to elect either to be registered himself or to transfer the Share, and if the notice is not complied with within ninety days, the Directors may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the Share until the requirements of the notice have been complied with.

#### ALTERATION OF CAPITAL

19. The Company may from time to time by Ordinary Resolution increase its authorised Share Capital by such amount and of such class (or unclassified) as the Resolution shall prescribe.
20. The Company may by Ordinary Resolution:-
  - (a) consolidate and divide all or any of its Share Capital into Shares of larger amount than its existing Shares;
  - (b) sub-divide its existing Shares, or any of them, into Shares of smaller amount than is fixed by the memorandum of association subject, nevertheless, to the provisions of the Act;
  - (c) cancel any Shares which, at the date of the passing of the Resolution, have not been taken or agreed to be taken by any person.
21. The Directors may make such provisions as they think expedient for the case of fractions of Shares resulting from any sub-division or consolidation of Shares, whether by the issue of fractional Certificates or by sale and distribution of the proceeds or otherwise howsoever, and may appoint any person to sell such fractions on behalf of the persons who would otherwise be entitled thereto, and for the purposes of such sale to execute a transfer of such fractions or of any complete Shares representing the same.
22. The Company may by Special Resolution reduce its Share Capital, any Capital redemption reserve fund or any Share premium account in any manner, and with, and subject to, any incident authorised, and consent required, by law.

#### GENERAL MEETINGS

23. The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other Meetings in that year, and shall specify the Meeting as such in the notices calling it; and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Company and that of the next. The Annual General Meeting shall be held at such time and place as the Directors shall appoint.
24. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

25. The Directors may, whenever they think fit, convene an Extraordinary General Meeting, and Extraordinary General Meetings shall also be convened on such requisition, or, in default, may be convened by such requisitionists, as provided by Section 132 of the Act. If at any time there are not within the United Kingdom sufficient Directors capable of acting to form a quorum, any Director or any two Members of the Company may convene an Extraordinary General Meeting in the same manner as nearly as possible as that in which Meetings may be convened by the Directors.

#### NOTICE OF GENERAL MEETINGS

26. An Annual General Meeting and a Meeting called for the passing of a Special Resolution shall be called by twenty-one days' notice in writing at the least, and a Meeting of the Company other than an Annual General Meeting or a Meeting for the passing of a Special Resolution shall be called by fourteen days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of Meeting and, in case of special business, the general nature of that business, and shall be given, in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in General Meeting, to such persons as are, under the regulations of the Company, entitled to receive such notices from the Company.

Provided that a Meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this regulation, be deemed to have been duly called if it is so agreed:-

- (a) in the case of a Meeting called as the Annual General Meeting, by all the Members entitled to attend and vote thereat; and
- (b) in the case of any other Meeting, by a majority in number of the Members having a right to attend and vote at the Meeting, being a majority together holding not less than 95 per cent in nominal value of the Shares giving that right.

27. The accidental omission to give notice of a Meeting to, or the non-receipt of notice of a Meeting by, any person entitled to receive notice shall not invalidate the proceedings at that Meeting.

#### PROCEEDINGS AT GENERAL MEETINGS

28. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets, and the reports of the Directors and Auditors, the election of Directors in the place of those retiring and the appointment of, and the fixing of the remuneration of, the Auditors.

29. No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the Meeting proceeds to business; save as herein otherwise provided, two Members present in person or by proxy shall be a quorum. A Corporation being a Member

shall be deemed to be personally present if represented by a person authorised as hereinafter mentioned.

30. If within ten minutes from the time appointed for the Meeting a quorum is not present, the Meeting, if convened upon the requisition of Members, shall be dissolved; in any other case it shall stand adjourned to such day and such time and place as the Directors may determine, and if at the adjourned Meeting a quorum is not present within ten minutes from the time appointed for the Meeting, the Members present shall be quorum.
31. The Chairman, if any, or in his absence the Deputy Chairman, if any, of the Board of Directors shall preside as Chairman at every General Meeting of the Company, or if there is no such Chairman or Deputy Chairman, or if neither of them is present within ten minutes after the time appointed for the holding of the Meeting or neither is willing to act the Directors present shall elect one of their number to be Chairman of the Meeting.
32. If at any Meeting no Director is willing to act as Chairman or if no Director is present within fifteen minutes after the time appointed for holding the Meeting, the Members present shall choose one of their number to be Chairman of the Meeting.
33. The Chairman may, with the consent of any Meeting at which a quorum is present, adjourn the Meeting from time to time and from place to place, but no business shall be transacted at any adjourned Meeting other than the business left unfinished at the Meeting from which the adjournment took place. When a Meeting is adjourned for thirty days or more, notice of the adjourned Meeting shall be given as in the case of an original Meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned Meeting.
34. At any General Meeting a Resolution put to the vote of the Meeting shall be decided on a show of hands unless (before or on the declaration of the result of the show of hands) a poll is demanded:-
  - (a) by the Chairman; or
  - (b) by any one Member present in person or by proxy and entitled to vote.

Unless a poll be so demanded a declaration by the Chairman that a Resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such Resolution.

The demand for a poll may be withdrawn.
35. Except as provided in regulation 37, if a poll is duly demanded it shall be taken in such manner as the Chairman directs, and the result of the poll shall be deemed to be the Resolution of the Meeting at which the poll was demanded.
36. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the Meeting

at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.

37. A poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairman of the Meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll. No notice need be given of a poll other than an announcement at the Meeting where the poll is demanded.
38. Subject to the provisions of the Act, a Resolution in writing signed by all the Members for the time being entitled to receive notice of and to attend and vote at General Meetings (or being Corporations by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held.

#### VOTES OF MEMBERS

39. Subject to any rights or restrictions for the time being attached to any class or classes of Shares, on a show of hands every Member present in person shall have one vote, and on a poll every Member shall have one vote for each Share of which he is the holder.
40. In the case of joint holders the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders; and for this purpose seniority shall be determined by the order in which the names stand in the Register of Members.
41. A Member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee, receiver, curator bonis, or other person in the nature of a committee, receiver or curator bonis appointed by that court and any such committee, receiver, curator bonis or other person may, on a poll, vote by proxy.
42. No objection shall be raised to the qualification of any voter except at the Meeting or adjourned Meeting at which the vote objected to is given or tendered, and every vote not disallowed at such Meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the Meeting whose decision shall be final and conclusive.

#### VOTING BY PROXY

43. On a poll votes may be given either personally or by proxy.
44. A Member shall not be entitled to appoint more than one proxy to attend on the same occasion but this regulation shall not prohibit the appointment of one or more alternative proxies entitled to attend in the absence of the first named proxy.
45. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorised in writing, or, if the appointer is a

Corporation, either under Seal or under the hand of an officer or attorney duly authorised. A proxy need not be a Member of the Company.

46. An instrument of proxy may be in any common form or in such other form as the Directors shall approve. Instruments of proxy need not be witnessed.
47. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
48. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the Share in respect of which the proxy is given, provided that no intimation in writing of such death, insanity, revocation or transfer as aforesaid shall have been received at the registered office of the Company before the commencement of the Meeting or adjourned Meeting at which the proxy is used.

#### CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS

49. Any Corporation which is a Member of the Company may by Resolution of its Directors or other governing body authorise such person as it thinks fit to act as its representative at any Meeting of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the Corporation which he represents, including the power to sign Resolutions in writing under regulation 38, as that Corporation could exercise if it were an individual Member of the Company. A Corporation giving such authority shall furnish the Company with a copy of such Resolution under the Seal of the Corporation or certified by the Secretary or other proper officer of the Corporation or such other evidence of such Resolution as the Directors may reasonably require. A Corporation shall not without the consent of the Directors be entitled to appoint more than one representative to act on the same occasion.

#### DIRECTORS

50. Unless and until otherwise determined by the Company by Ordinary Resolution in General Meeting, the number of the Directors shall not be less than two, except that a Corporation may be appointed a sole Director of the Company.
51. The Directors shall be entitled to receive by way of remuneration in each year such sum as may be voted to them by the Company in General Meeting. Provided always that a Director holding an office or place of profit under the Company or any subsidiary or subsidiaries of the Company or any company of which this Company is a subsidiary shall not be entitled to the above mentioned remuneration.
52. The Directors may also be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from Meetings of the Directors or any Committee of the Directors or General Meetings of the Company or in connection with the business of the Company.
53. The Directors may grant to any Director required to exercise any special executive or other duties or make any special exertions for any of the purposes of the Company or to go overseas or exercise special local

duties such special remuneration with travelling and hotel expenses for services rendered as the Directors think proper and such remuneration may be either in addition to or in substitution for the remuneration in regulation 51 provided.

54. A Director shall not be required to hold any Share qualification.
55. A Director of the Company may be or become a Director or other officer of, or otherwise interested in, any company promoted by the Company or in which the Company may be interested as shareholder or otherwise, and no such Director shall be accountable to the Company for any remuneration or other benefits received by him as a Director or officer of, or from his interest in, such other company unless the Company otherwise direct.

#### BORROWING POWERS

56. The Directors may exercise all the powers of the Company to borrow money and may execute and negotiate guarantees, and shall be entitled to secure the payment for moneys so borrowed or guaranteed in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of 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 and any Debenture or other instrument issued by the Company for securing the payment of money may be so framed that the moneys thereby secured shall be assignable free from any equities between the Company and the person to whom the same may be issued. Any Debentures, Debenture Stock, Bonds, or other similar instruments or securities may be issued at a discount, premium, or otherwise, and with any special privileges as to redemption, surrender, drawings or otherwise. Provided that:-
- (a) the amount for the time being remaining undischarged of moneys borrowed or secured by the Directors as aforesaid (apart from loans, obtained from the Company's bankers in the ordinary course of business or from a subsidiary, or from a company of which the Company is a subsidiary, or from any subsidiary of that company) shall not at any time without the previous sanction of the Company in General Meeting, exceed twice the aggregate of the nominal amount of the Share Capital of the Company for the time being issued, the sums standing to the credit of the Capital and Revenue reserves (including Share premium account and undistributed profits but excluding any sums set aside for taxation) as appearing in the latest balance sheet of the Company or as certified by the Auditors of the Company.
  - (b) no lender or other person dealing with the Company shall be concerned to see or enquire whether this limit is observed.
  - (c) no debt incurred or security given in excess of such limit shall be invalid or ineffectual except in the case of express notice to the lender or the recipient of the security at the time when the debt was incurred or security given that the limit hereby imposed had been or was thereby exceeded.



## POWERS AND DUTIES OF DIRECTORS

57. The business of the Company shall be managed by the Directors who may exercise all such powers of the Company as are not, by the Act or by these regulations, required to be exercised by the Company in General Meeting, subject, nevertheless, to any of these regulations, to the provisions of the Act and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Company in General Meeting; but no regulation made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.
58. The Directors may from time to time and at any time by power of attorney appoint any company, firm or person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these regulations) and for such period and subject to such conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorneys as the Directors may think fit and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him.
59. (a) A Director who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company shall declare the nature of his interest at a Meeting of the Directors in accordance with Section 199 of the Act.
- (b) A Director shall not vote as a Director in respect of any contract or arrangement in which he is interested, and if he shall do so his vote shall not be counted, nor shall he be counted in the quorum present at the Meeting, but neither of these prohibitions shall apply to:-
- (i) any arrangement for giving any Director any security or indemnity in respect of money lent by him to or obligations undertaken by him for the benefit of the Company; or
  - (ii) any arrangement for the giving by the Company of any security to a third party in respect of a debt or obligation of the Company for which the Director himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the deposit of a security; or
  - (iii) any contract by a Director to subscribe for or underwrite Shares or Debentures of the Company; or
  - (iv) any contract or arrangement with any other company in which he is interested only as an officer, member, creditor or servant of the Company; or

- (v) any contract or dealing with or concerning directly or indirectly any company of which the Company is for the time being a subsidiary company or any other subsidiary company for the time being of such company or of this Company; or
- (vi) any Resolution to allot Shares or Debentures or other obligations to any Director of the Company;

and these prohibitions may at any time be suspended or relaxed to any extent, and either generally or in respect of any particular contract, arrangement or transaction, by the Company in General Meeting.

- (c) A Director may hold any other office or place of profit under the Company (other than the office of Auditor) in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine and no Director or intending Director shall be disqualified by his office from contracting with the Company either with regard to his tenure of any such other office or place of profit or as vendor, purchaser or otherwise, nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested, be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relation thereby established.
- (d) Any Director may act by himself or his firm in a professional capacity for the Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director; provided that nothing herein contained shall authorise a Director or his firm to act as Auditor to the Company.

60. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the Directors shall from time to time by Resolution determine.

61. The Directors shall cause minutes to be made in books provided for the purpose:-

- (a) of all appointments of officers made by the Directors;
- (b) of the name of the Directors present at each Meeting of the Directors and of any Committee of the Directors;
- (c) of all Resolutions and proceedings at all Meetings of the Company, and of the Directors, and of the Committees of Directors.

62. The Directors may authorise the payment of a gratuity or pension or allowance on retirement to any Director who

has held any other salaried office or place of profit with the Company or to his widow or dependants and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

#### APPOINTMENT AND RETIREMENT OF DIRECTORS

63. Any person may be appointed an additional Director:-
- (a) by the Directors; or
  - (b) by the Company in General Meeting; or
  - (c) by a Resolution in writing signed by a Member or Members for the time being entitled to receive notice of and to attend and vote at General Meetings (or being Corporations by their duly authorised representatives) and holding more than half of the issued Share Capital of the Company.
64. The office of Director shall be vacated:-
- (a) if he ceases to be a Director by virtue of Section 182 or 185 of the Act; or
  - (b) if he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
  - (c) if he becomes prohibited from being a Director by reason of any order made under Section 188 of the Act; or
  - (d) if he becomes of unsound mind; or
  - (e) if he resigns his office by notice in writing to the Company; or
  - (f) if the Company in General Meeting, or by Resolution in writing in accordance with regulation 38 hereof, resolves that he shall vacate office. Such Resolution shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company.

#### PROCEEDINGS OF DIRECTORS

65. The Directors may meet together for the despatch of business, adjourn, and otherwise regulate their Meetings, as they think fit. Each Director shall have one vote and questions arising at any Meeting shall be decided by a majority of votes. In case of an equality of votes, the Chairman shall have a second or casting vote. The Chairman may, and the Secretary on the requisition of a Director shall, at any time summon a Meeting of the Directors. It shall not be necessary to give notice of a Meeting of Directors to any Director for the time being absent from the United Kingdom.
66. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed shall be two. Provided that nothing herein contained shall invalidate a Resolution in writing in accordance with regulation 38 hereof, signed by a Corporation acting as sole Director.

67. The continuing Directors may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed by regulation 50 hereof, the continuing Director may act for the purpose of increasing the number of Directors to that number, or of summoning a General Meeting of the Company, but for no other purpose.
68. The Directors may elect a Chairman and Deputy Chairman of their Meetings and determine the period for which they are to hold office; but if no such Chairman or Deputy Chairman is elected, or if at any Meeting neither the Chairman nor Deputy Chairman (if any) is present within five minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chairman of the Meeting.
69. The Directors may delegate any of their powers to Committees consisting of such Member or Members of their body as they think fit; any Committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors.
70. A Committee may elect a Chairman of its Meetings; if no such Chairman is elected, or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the same, the Members present may choose one of their number to be Chairman of the Meeting.
71. A Committee may meet and adjourn as it thinks proper. Questions arising at any Meeting shall be determined by a majority of votes of the Members present, and in the case of an equality of votes the Chairman shall have a second or casting vote.
72. All acts done by any Meeting of the Directors or of a Committee of Directors or by any person acting as a Director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.
73. A Resolution in writing, signed by all the Directors for the time being, or signed by such Directors (not being less than a majority of the board) as may for the time being be in the United Kingdom, shall be as valid and effectual as if it had been passed at a Meeting of the Directors duly convened and held. Such Resolution may consist of several documents in the like form each signed by one or more of the Directors.

#### MANAGING DIRECTOR

74. The Directors may from time to time appoint one or more of their body to the office of Managing Director for such period and on such terms as they think fit, and, subject to the terms of any agreement entered into in any particular case, may revoke such appointment. Any such appointment shall be automatically determined if he cease from any cause to be a Director.
75. A Managing Director 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.

76. The Directors may entrust to and confer upon a Managing Director any of the powers exercisable by them upon such terms and conditions and with such restrictions as they may think fit, and 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.

#### SECRETARY

77. The Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them.
78. Anything required or authorised to be done by or to the Secretary may, if the office is vacant or if for any reason the Directors so resolve, be done by or to any Assistant or Deputy Secretary or officer of the Company authorised generally or specially in that behalf by the Directors.
79. A provision of the Act or these regulations requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary.

#### THE SEAL

80. The Directors shall provide for the safe custody of the Seal, which shall only be used by the authority of the Directors or of a Committee of the Directors authorised by the Directors in that behalf, and every instrument to which the Seal shall be affixed shall be signed by a Director and shall be countersigned by the Secretary or by a second Director or by some other person appointed by the Directors for that purpose.

#### DIVIDENDS AND RESERVES

81. The Directors may from time to time pay to the Members such dividends as appear to the Directors to be justified by the profits of the Company.
82. The Company may by Ordinary Resolution on the recommendation of the Directors determine that any realised accretion of Capital assets shall be divided among the Members or their nominees in proportion to the Shares held by them.
83. The Directors may, before recommending any dividend set aside out of the profits of the Company such sums as they think proper as a reserve or reserves which shall, at the discretion of the Directors, be applicable for any purpose to which the profits of the Company may be properly applied, and pending such application may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than Shares of the Company or of any company of which the Company is for the time being a subsidiary) as the Directors may from time to time think fit. The Directors may also without placing the same to reserve carry forward any profits which they may think prudent not to divide.
84. The Directors may pay any dividend or bonus wholly or partly by the distribution of specific assets and in particular of paid up Shares, Debentures or Debenture Stock

of any other company or in any one or more of such ways, and where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient, and in particular may issue fractional certificates and fix the value for the distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any Members upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees as may seem expedient to the Directors.

85. Any dividend, interest or other moneys payable in cash in respect of Shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the Register of Members or to such person and to such address as the holder or joint holders may in writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent and payment of the cheque or warrant shall be a good discharge to the Company in respect of the dividend, interest or other moneys. Every such cheque or warrant shall be sent at the risk of the person entitled to the money represented thereby.

86. Every dividend shall belong and be paid to those Members whose names shall be on the Register at the date fixed by the Resolution declaring such dividend notwithstanding any subsequent transfer or transmission of Shares.

87. All unclaimed dividends may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed.

No dividend shall bear interest against the Company.

#### ACCOUNTS

88. The Directors shall cause proper books of account to be kept with respect to:-

- (a) all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place;
- (b) all sales and purchases of goods by the Company; and
- (c) the assets and liabilities of the Company.

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions.

89. The books of account shall, subject to Section 147(3) of the Act be kept at such place or places as the Directors think fit, and shall always be open to the inspection of the Directors.

90. The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of Members not being Directors, and no Member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as

conferred by statute or authorised by the Directors or by the Company in General Meeting.

#### CAPITALISATION

91. The Company may by Ordinary Resolution on the recommendation of the Directors resolve that it is desirable to capitalise any undivided profits of the Company (including profits carried and standing to any reserve or reserves) not required for paying the fixed dividends on any Shares entitled to fixed preferential dividends with or without further participation in profits or any sum carried to reserve as a result of the sale or re-valuation of the assets of the Company (other than goodwill) or any part thereof or, subject as hereinafter provided, any sum standing to the credit of Share premium account or Capital redemption reserve fund, and accordingly that the Directors be authorised and directed to appropriate the profits or sum to be resolved to be capitalised to the Members in the proportion in which such profits or sum would have been divisible amongst them had the same been applied or been applicable in paying dividends; and to apply such profits or sum on their behalf either in or towards paying up the amount, if any, for the time being unpaid on any Shares or Debentures held by such Members respectively or in paying up in full unissued Shares or Debentures of the Company of a nominal amount equal to such profits or sum, such Shares or Debentures to be allotted and distributed, credited as fully paid, to and among such Members in the proportion aforesaid, partly in one way and partly in the other:

Provided that the Share premium account or Capital redemption reserve fund may, for the purposes of this Article, only be applied in the paying up of unissued Shares to be issued to Members as fully paid.

92. Whenever such a Resolution as aforesaid shall have been passed the Directors shall make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid Shares or Debentures, if any, and generally shall do all acts and things required to give effect thereto, with full power to the Directors to make such provision by the issue of fractional Certificates or by payment in cash or otherwise as they think fit for the case of Shares or Debentures becoming distributable in fractions, and also to authorise any person to enter on behalf of all the Members entitled thereto into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further Shares or Debentures to which they may be entitled upon such capitalisation, or (as the case may require) for the payment up by the Company on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalised, of the amounts or any part of the amounts remaining unpaid on their existing Shares, and any agreement made under such authority shall be effective and binding on all such Members.

#### NOTICES

93. A notice may be given by the Company to any Member either personally or by sending it by post to him or to his registered address, or (if he has no registered address within the United Kingdom) to the address, if any, within the United Kingdom supplied by him to the Company for the giving of notice to him. Where a notice is sent by post, service of the notice shall be deemed to be effected by

properly addressing, prepaying, and posting a letter containing the notice, and to have been effected on the day on which the letter containing the same is posted.

94. A notice may be given by the Company to the joint holders of a Share by giving the notice to the joint holder first named in the Register of Members in respect of the Share.
95. A notice may be given by the Company to the persons entitled to deal with a Share in consequence of the death, bankruptcy or lunacy of a Member by sending it through the post in a prepaid letter addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt, or by any like description, at the address, if any, within the United Kingdom supplied for the purpose by the persons claiming to be so entitled, or (until such an address has been so supplied) by giving the notice in any manner in which the same might have been given if the death, bankruptcy or lunacy had not occurred.
96. Notice of every General Meeting shall be given in any manner hereinbefore authorised to:-
  - (a) every Member except those Members who (having no registered address within the United Kingdom) have not supplied to the Company an address within the United Kingdom for the giving of notices to them;
  - (b) every person upon whom the right to deal with a Share devolves by reason of his being a legal personal representative or a trustee in bankruptcy or other representative of a Member where the Member but for his death, bankruptcy or lunacy would be entitled to receive notice of the Meeting; and
  - (c) the Auditor for the time being of the Company.

No other person shall be entitled to receive notices of General Meetings.

#### WINDING UP

97. If the Company shall be wound up the liquidator may, with the sanction of an Extraordinary Resolution of the Company and any other sanction required by the Act, divide amongst the Members in specie or kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may, for such purpose set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the Members. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories as the liquidator, with the like sanction, shall think fit, but so that no Member shall be compelled to accept any Shares or other securities whereon there is any liability.
98. The Directors or a liquidator may, with the consent of a Special Resolution, sell the undertaking of the Company or the whole or any part of its assets for Shares fully or partly paid up or the obligations of or other interests in any other company and may, by the contract of sale, agree for the allotment to the Members or contributories direct of the proceeds of sale in proportion to their respective interests in the Company or with the

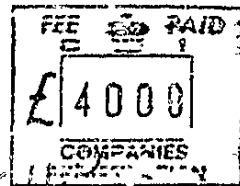


consent of any Members affected thereby otherwise than in such proportion, and may further, by the contract, specify a time at the expiration of which Shares, obligations or other interests not accepted or required to be sold shall be deemed to have been refused and be at the disposal of the Directors or the liquidator or the purchasing company. All holders of Shares shall be bound by any such contract and waive all other rights in relation to such Shares, save only in case the Company is proposed to be or is in the course of being wound up, such statutory rights, if any, under Section 287 of the Act as are incapable of being varied or excluded by these regulations.

#### INDEMNITY

99. Subject to the provisions of Section 205 of the Act every officer of the Company and every person employed by the Company as Auditor shall be indemnified out of the assets of the Company against all liabilities which he may suffer or incur in relation to his office or to such employment including any liability suffered or incurred in defending any proceedings civil or criminal in which judgement is given in his favour or in which he is acquitted or in connection with any application under Section 448 of the Act in which relief is granted to him.

NO. OF COMPANY 623197



THE COMPANIES ACTS 1948 to 1976

SPECIAL RESOLUTION

(Pursuant to Sections 18 and 141(2) of the Companies Act 1948)

OF

TRADERS TELEVISION RELAY LIMITED


Passed on the 17th Day of March, 1978

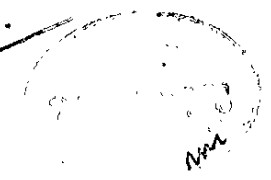
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At an EXTRAORDINARY GENERAL MEETING of Traders Television Relay Limited held at Television House, Shrivenham Road, Swindon on Friday the 17th day of March 1978 the following resolution was passed as a SPECIAL RESOLUTION:-

"That the name of the company be changed to  
RED DRAGON RELAYS LIMITED"



  
E. W. CLARK,  
Secretary.





**CERTIFICATE OF INCORPORATION  
ON CHANGE OF NAME**

No.

623197

/60

I hereby certify that

**TRADERS TELEVISION RELAY LIMITED**

having by special resolution and with the approval of the Secretary of State changed its name, is now incorporated under the name of

**RED DRAGON RELAYS LIMITED**

Given under my hand at Cardiff the

27TH APRIL 1978

*D. A. Pendlebury*  
D. A. PENDLEBURY

*Assistant Registrar of Companies*



NO. OF COMPANY: 623197 / 65

THE COMPANIES ACTS 1948 to 1976

SPECIAL RESOLUTION

(Pursuant to Sections 18 and 141(2) of the Companies Act 1948)

of

RED DRAGON RELAYS LIMITED

Passed on the 31st day of October 1979

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At an EXTRAORDINARY GENERAL MEETING of Red Dragon Relays Limited held at Television House, Shrivenham Road, Swindon on Wednesday the 31st day of October 1979, the following resolution was passed as a SPECIAL RESOLUTION:-

"That the name of the Company be changed to  
RADIO RENTALS CABLE TELEVISION LIMITED"

*E.W. Clark*  
E.W. CLARK,  
Secretary



Nat West

£40  
937756



**CERTIFICATE OF INCORPORATION  
ON CHANGE OF NAME**

No.

623197

66

I hereby certify that

**RED DRAGON RELAYS LIMITED**

having by special resolution and with the approval of the Secretary of State changed its name, is now incorporated under the name of

**RADIO RENTALS CABLE TELEVISION LIMITED**

Given under my hand at Cardiff the **27TH NOVEMBER 1979**

**E. A. WILSON**

*Assistant Registrar of Companies*

THE COMPANIES ACTS 1948 to 1981

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COMPANY LIMITED BY SHARES

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RESOLUTIONS

OF

RADIO RENTALS CABLE TELEVISION

LIMITED

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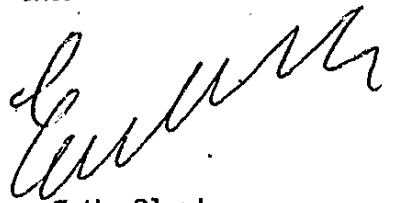
Passed the 3rd day January, 1984

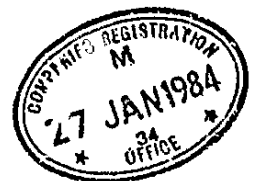
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At an EXTRAORDINARY GENERAL MEETING of the members of the above named Company convened and held at Television House, Shrivenham Road, Swindon on the 3rd day of January 1984, the following resolution was passed as a SPECIAL RESOLUTION:-

That the regulations contained in the document headed "Articles of Association" produced to this meeting and for the purposes of identification subscribed by the Chairman be and the same are hereby adopted as the Articles of Association of the Company in substitution for and to the exclusion of all existing Articles thereof.

FROM:-  
THE EM1 Television Rental Co Ltd.  
Television House, Shrivenham Road  
Swindon, Wilt. SN1 2NX

  
E.W. Clark  
Secretary



THE COMPANIES ACTS 1948 TO 1981.

SUBSTITUTED

MEMORANDUM

AND

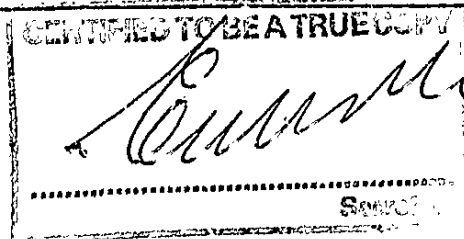
ARTICLES OF ASSOCIATION

OF

RADIO RENTALS CABLE TELEVISION

LIMITED

Substituted Articles of Association adopted by Special Resolution  
passed on the 3rd day of January, 1984



Number of Company: 623,197

THE COMPANIES ACTS 1948 to 1981

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COMPANY LIMITED BY SHARES

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RESOLUTIONS

OF

RADIO RENTALS CABLE TELEVISION

LIMITED

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Passed the 3rd day January, 1984

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At an EXTRAORDINARY GENERAL MEETING of the members of the above named Company convened and held at Television House, Shrivenham Road, Swindon on the 3rd day of January 1984, the following resolution was passed as a SPECIAL RESOLUTION:-

That the regulations contained in the document headed "Articles of Association" produced to this meeting and for the purposes of identification subscribed by the Chairman be and the same are hereby adopted as the Articles of Association of the Company in substitution for and to the exclusion of all existing Articles thereof.

E.W. Clark  
Secretary



THE COMPANIES ACTS 1948 TO 1981.

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

RADIO RENTALS CABLE TELEVISION LIMITED

1. The name of the Company is Radio Rentals Cable Television 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 all or any of the businesses or trades of electrical, electronic, hydraulic, radio, television, mechanical, electro-mechanical, civil, constructional, illuminating, heating, gas, ventilation, woodworking, metal working and general engineers and of manufacturers, workers, dealers, importers, exporters, reconditioners, installers, assemblers, designers, developers, renters, hirers, letters on hire, wholesalers and retailers in electric lighting and ancillary products, electric fittings, machines, instruments, components, telephone and telecommunication products and apparatus and devices for recording, reproducing, transmitting, receiving and emitting sounds, sound waves, light waves, vision pictures, printed matter, messages, data and signals whether for commercial, experimental and other purposes, optical and photographic equipment and materials, all types of office equipment, furniture and requisites, and catering equipment, domestic appliances of all kinds, motor and electrical apparatus test equipment, motor vehicles and ancillary products, leather and leather goods of all kinds, cabinet and furniture makers, manufacturers of plastic and plastic mouldings, and as printers, and travel and ticket agents, and manufacturers, producers and dealers of oxygen gas and other gases and their residue products, dealers in secondhand plant and machinery, and manufacturers, contractors, repairers and dealers in all kinds of apparatus, measuring equipment, implements, fire fighting equipment, engineers' tools, machine tools, machinery and plant and repairers of all the above products and to act as general merchants and factors.

(b) To carry on any other business which the Directors decide is capable of being conveniently carried on in connection with any of these Objects, or calculated directly or indirectly to enhance the value of, or facilitate the realisation of, or render profitable any of the Company's property or rights.

- (c) To manage, supervise and control, or to take part in the management, supervision or control of, any company or undertaking and for that purpose to appoint and remunerate any Directors, accountants or other experts or agents.
- (d) To apply for, register, purchase or by other means acquire and protect, prolong and renew whether in the United Kingdom or elsewhere, any patents, patent rights, brevets d'invention, licences, trade marks, designs, protections and concessions which may appear likely to be advantageous or useful to the Company, and to use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon and testing and in improving or seeking to improve any patents, inventions or rights which the Company may acquire or propose to acquire.
- (e) To acquire by purchase, feu, lease, sub-lease, exchange, hire, licence or otherwise any land, buildings, factories and other property, whether real or personal, and of any tenure, or any interest therein, whether subject or not to any charges or incumbrances and to create freehold and leasehold ground rents and to make advances upon the security of any land or houses or other property or any interest therein.
- (f) To develop and turn to account any land acquired by the Company or in which the Company is interested, in particular by laying out and preparing the same for building purposes, constructing, altering, pulling down, maintaining, furnishing, fitting up and improving buildings, erections, works and plant, and by planting, paving, draining, farming, cultivating, letting on building lease or building agreement, and by advancing money to and entering into contracts and arrangements of all kinds with builders, tenants and others.
- (g) To manage any land, buildings, factories and other property, whether belonging to the Company or not, and to collect rents and income and to supply to tenants and occupiers or others, refreshments, attendance, messengers, watchmen, gas, water and electric services and other advantages and facilities as the Directors may decide.
- (h) To borrow or raise or secure the payment of money and 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, Mortgage Debentures or Debenture Stock payable to bearer or otherwise, and either perpetual or otherwise, and collaterally or further to secure any securities of the Company by a trust deed, deed poll or other assurance.
- (i) 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 guaranteed rights in respect of dividend or repayment of Capital or otherwise, or by the issue of Debentures, Debenture Stock, secured or unsecured Loan Stock or 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 Directors may determine.

- (j) To advance, deposit or lend money, securities and property to or with such persons, companies and bodies, and on such terms as may seem expedient, and to discount, buy, sell and deal in bills, notes, warrants, coupons and other negotiable or transferable securities or documents.
- (k) To facilitate and encourage the creation, issue or conversion of Debentures, Debenture Stock, secured or unsecured Loan Stock, bonds, obligations, Shares, stocks, and securities, and to guarantee the subscription of or underwrite any stock, Shares or securities, and to act as trustees in connection with any stock, Shares or securities.
- (l) To purchase or otherwise acquire and undertake, wholly or in part for cash or Shares, or otherwise howsoever, all or any part of the capital or business property and liabilities of any person or company.
- (m) To enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint adventure, reciprocal concession or otherwise with any person, firm, company or authority carrying on or engaged in or about to carry on or engage in, any business or transaction which this Company is authorised to carry on or engage in, or any business transaction capable of being conducted so as directly or indirectly to benefit this Company, and to lend money to, finance or guarantee the contracts or bank overdrafts of, or otherwise assist, any such person, firm, company or authority, and whether or not by the deposit of securities, and to take or otherwise acquire Shares and securities of any such company or authority, and to sell, hold, re-issue with or without guarantee, or otherwise deal with the same.
- (n) To amalgamate with any other company, and to enter into arrangements with any other company, person or firm for the operation or control of the whole or any part of the undertaking of the Company.
- (o) To sell the undertaking and property of the Company or any part thereof, for such consideration as the Company may think fit, and in particular for stocks, Shares (whether fully or partly paid up), Debentures, Debenture Stock or securities of any other company, and to pay and distribute any stocks, Shares, Debentures, Debenture Stock or securities so taken as a dividend to the shareholders of the Company.
- (p) To promote or concur in promoting any other company for the purpose of acquiring all or any of the property and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to advance the Objects of this Company or the interests of its Members:
- (q) To invest and deal with the moneys of the Company not immediately required upon such securities, or in such investments, and in such manner as may from time to time seem expedient.
- (r) To carry on (whether gratuitously or otherwise) trust and agency business of all kinds.
- (s) To draw, make, accept, endorse, discount, execute, issue and negotiate bills of exchange, promissory notes, bills of lading, warrants, Debentures and other negotiable or transferable instruments.

- (t) To receive from any person or persons, whether Member or Members, Director or Directors, employee or employees of the Company or otherwise, or from any corporate body, money or securities on deposit, at interest or otherwise, and to lend money, and in particular to persons having dealings with the Company.
- (u) To remunerate any person or company for services rendered in placing or assisting to place all or any part of the Share Capital of the Company or any Debentures or other securities of the Company.
- (v) To remunerate the Directors, officials and servants of the Company and others out of, or in proportion to, the return or profits of the Company, or otherwise as the Directors may think proper, to formulate and carry into effect any scheme for sharing the profits of the Company with employees of the Company or any of them, to grant pensions, superannuation allowances or gratuities to employees or ex-employees or persons who are or have been Directors or officers of the Company or its predecessors or associates in business, or the relatives, connections or dependants of any such person, or to persons having dealings with the Company, and to establish or support associations, institutions, clubs, funds and trusts calculated to benefit any such person or persons having dealings with the Company or otherwise to advance the interests of the Company or of its Members or of its employees.
- (w) To issue Shares of the Company at par or at a premium or (insofar as the same may be permitted by law) at a discount, and as fully paid or partly paid up, and to distribute any of the property of the Company among the Members in specie.
- (x) To do all or any of the things and matters aforesaid in any part of the world, and as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents, contractors or otherwise, and either alone or in conjunction with others.
- (y) To subsidise and otherwise assist any company which is for the time being the Company's Holding Company or a subsidiary thereof (as defined by the Companies Act, 1948) and in particular, but without prejudice to the generality of the foregoing, to guarantee support or secure the performance of the obligations of such Holding Company or subsidiary thereof, and the repayment or payment of the capital or principal and premium of, and dividends or interest on, any stocks, Shares, securities or obligations of such Holding Company or subsidiary thereof, and for any of the purposes aforesaid to mortgage or charge all or any part of the undertaking, property and assets (present and future) of the Company, including its uncalled Capital.
- (z) To subsidise, assist and guarantee the payment of money by or the performance of any contract, engagement or obligation by any person or companies and to act as agents for the collection, receipt or payment of money.
- (aa) To do all such things as the Directors consider incidental or conducive to the attainment of the above Objects or any of them.

The Objects set forth in any sub-clause of this clause shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except when the context expressly so requires, be in any way limited to or restricted by reference to or inference from any other Object or Objects set forth in such sub-clause or from the terms of any other sub-clause or by the name of the Company. None of such sub-clauses or the Object or Objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the Objects or powers mentioned in any other sub-clause, but the Company shall have full power to exercise all or any of the powers and to achieve or to endeavour to achieve all or any of the Objects conferred by and provided in any one or more of the said sub-clauses.

4. The liability of the Members is limited.
5. The Share Capital of the Company is £30,000 divided into 30,000 Ordinary Shares of £1.00 each.

Substituted  
ARTICLES OF ASSOCIATION  
OF

RADIO RENTALS CABLE TELEVISION LIMITED

(Adopted by Special Resolution passed  
on the 3rd day of January, 1984)

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PRELIMINARY

1. Neither the regulations contained in Table "A" of the First Schedule to the Companies Act in force at the date of the incorporation of the Company, nor the regulations contained in Table "A" of the First Schedule to the Companies Act 1948, as amended by the Companies Acts 1967 to 1981, shall apply to the Company except insofar as they are hereinafter repeated or specifically incorporated; but the following shall be the regulations of the Company.

2. In these regulations:-

"the Acts" means the Companies Acts 1948 to 1981.  
"the 1948 Act" means the Companies Act 1948.  
"the 1967 Act" means the Companies Act 1967.  
"the 1976 Act" means the Companies Act 1976.  
"the 1980 Act" means the Companies Act 1980.  
"the 1981 Act" means the Companies Act 1981.  
"the Seal" means the Common Seal of the Company.  
"Secretary" means any person appointed to perform all or any of the duties of the Secretary of the Company.  
"the United Kingdom" means Great Britain and Northern Ireland.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form.

Unless the context otherwise requires, words or expressions contained in these regulations shall bear the same meaning as in the Acts or any statutory modification thereof in force at the date at which these regulations become binding on the Company.

3. The Company is a Private Company and
- (a) the right to transfer Shares is restricted in manner hereinafter prescribed;
  - (b) any offer to the public to subscribe for any shares in or debentures of the Company is prohibited;
  - (c) any allotment or agreement to allot shares in or debentures of the Company with a view to all or any of those shares or debentures being offered for sale to the public is prohibited;

- (d) the Company shall not have power to issue Share Warrants to bearer.

#### SHARE CAPITAL AND VARIATION OF RIGHTS

4. Any Shares which are unissued at the date of the adoption of these regulations, and any new Shares which may be created in accordance with the provisions hereinafter contained shall, subject to the provisions of Section 14 of the 1980 Act and any resolutions of the Company in general meeting passed pursuant thereto, be under the control of the Directors who may allot or otherwise dispose of the same to such persons on such terms as the Directors shall think fit. Section 17 (1) of the 1980 Act shall not apply to the Company.
5. Without prejudice to any special rights previously conferred on the holders of any existing Shares or class of Shares, any Share in the Company may be issued with such preferred, deferred or other special rights or such restrictions, whether in regard to dividend, voting, return of Capital or otherwise as the Company may from time to time by Ordinary Resolution determine.
6. If at any time the Share Capital is divided into different classes of Shares, the rights attached to any class may, whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued Shares of that class, or with the sanction of an Extraordinary Resolution passed at a separate General Meeting of the holders of the Shares of the class.
7. The rights conferred upon the holders of the Shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the Shares of that class, be deemed to be varied by the creation or issue of further Shares ranking *pari passu* therewith.
8. No notice of any trust, expressed, implied or constructive, shall be entered on the Register, or be receivable by the Company. Except as required by law, no person shall be recognised by the Company as holding any Share upon any trust, and the Company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any Share or (except only as by these regulations or by laws otherwise provided) any other rights in respect of any Share except an absolute right to the entirety thereof in the registered holder.
9. Every person whose name is entered as a Member in the Register of Members and every Member who transfers part only of the Shares comprised in any one Certificate shall be entitled without payment to receive within two months after allotment or lodgment of transfer (or within such other period as the conditions of issue shall provide) one Certificate for all his Shares. Every Certificate shall be under the Seal and shall specify the Shares to which it relates and the amount paid up thereon. Provided that the Company shall not be bound to issue more than one Certificate in respect of the same Share and delivery of a Certificate for a Share to one of several joint holders shall be sufficient delivery to all such holders.

10. If a Share Certificate be defaced, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and the payment of out-of-pocket expenses of the Company of investigating evidence as the Directors think fit.

#### TRANSFER AND TRANSMISSION OF SHARES

11. The instrument of transfer of any Share shall be executed by or on behalf of the transferor and 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.
12. Subject to such of the restrictions of these regulations as may be applicable, any Member may transfer all or any of his Shares by instrument in writing in any usual or common form or any other form which the Directors may approve.
13. 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.
14. If the Directors refuse to register a transfer they shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal.
15. In the case of the death of a Member the survivor or survivors where the deceased was a joint holder, and the legal personal representatives of the deceased where he was a sole holder, shall be the only persons recognised by the Company as having any title to his interest in the Shares; but nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any Share which had been jointly held by him with other persons.
16. Any person becoming entitled to a Share in consequence of the death or bankruptcy of a Member may, upon such evidence being produced as may from time to time properly be required by the Directors and subject as hereinafter provided, elect either to be registered himself as holder of the Share or to have some person nominated by him registered as the transferee thereof, but the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the Share by that Member before his death or bankruptcy, as the case may be.
17. If the person so becoming entitled shall elect to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If he shall elect to have another person registered he shall testify his election by executing to that person a transfer of the Share. All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of Shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the Member had not occurred and the notice or transfer were a transfer signed by that Member.
18. A person becoming entitled to a Share by reason of the death or bankruptcy of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the Share, except that he shall not, before being registered as a Member in respect of the Share, be entitled in respect of it to exercise any right conferred by Membership in relation to Meetings of the Company:



requiring any such person to elect either to do so himself or to transfer the Share, and if the notice is not complied with within ninety days, the Directors may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the Share until the requirements of the notice have been complied with.

#### CONVERSION OF SHARES INTO STOCK

19. The Company may by Ordinary Resolution convert any paid up Shares into stock, and reconvert any stock into paid up Shares of any denomination.
20. The holders of stock may transfer the same, or any part thereof, in the same manner, and subject to the same regulations, as and subject to which the Shares from which the stock arose might previously to conversion have been transferred, or as near thereto as circumstances admit; and the Directors may from time to time fix the minimum amount of stock transferable but so that such minimum shall not exceed the nominal amount of the Shares from which the stock arose.
21. The holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company and other matters as if they held the Shares from which the stock arose, but no such privilege or advantage (except participation in the dividends and profits of the company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.
22. Such of the regulations of the company as are applicable to paid up Shares shall apply to stock, and the words "Share" and "Shareholder" therein shall include "stock" and "stockholder".

#### ALTERATION OF CAPITAL

23. The Company may from time to time by Ordinary Resolution increase its authorised Share Capital by such amount and of such class (or unclassified) as the Resolution shall prescribe.
24. The Company may by Ordinary Resolution:-
  - (a) consolidate and divide all or any of its Share Capital into Shares of larger amount than its existing;
  - (b) sub-divide its existing Shares, or any of them, into Shares of smaller amount than is fixed by the memorandum of association subject, nevertheless, to the provisions of the Act;
  - (c) cancel any Shares which, at the date of the passing of the Resolution, have not been taken or agreed to be taken by any person.
25. The Directors may make such provisions as they think expedient for the case of fractions of Shares resulting from any sub-division or consolidation of Shares, whether by the issue of fractional Certificates or by sale and distribution of the proceeds or otherwise howsoever, and may appoint any person to sell such fractions on behalf of the persons who would otherwise be entitled thereto, and for the purposes of such sale to execute a transfer of such fractions or of any complete Shares representing the same.

26. The Company may by Special Resolution reduce its Share Capital, any Capital redemption reserve fund or any Share premium account in any manner, and with, and subject to, any incident authorised, and consent required, by law.

#### GENERAL MEETINGS

27. The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other Meetings in that year, and shall specify the Meeting as such in the notices calling it; and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Company and that of the next. The Annual General Meeting shall be held at such time and place as the Directors shall appoint.
28. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
29. The Directors may, whenever they think fit, convene an Extraordinary General Meeting, and Extraordinary General Meetings shall also be convened on such requisition, or, in default, may be convened by such requisitionists, as provided by Section 132 of the 1948 Act. If at any time there are not within the United Kingdom sufficient Directors capable of acting to form a quorum, any Director or any two Members of the Company may convene an Extraordinary General Meeting in the same manner as nearly as possible as that in which Meetings may be convened by the Directors.

#### NOTICE OF GENERAL MEETINGS

30. An Annual General Meeting and a Meeting called for the passing of a Special Resolution shall be called by twenty-one days' notice in writing at the least, and a Meeting of the Company other than an Annual General Meeting or a Meeting for the passing of a Special Resolution shall be called by fourteen days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of Meeting and, in case of special business, the general nature of that business, and shall be given in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in General Meeting, to such persons as are, under the regulations of the Company, entitled to receive such notices from the Company.

Provided that a Meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this regulation, be deemed to have been duly called if it is so agreed:-

- (a) in the case of a Meeting called as the Annual General Meeting, by all the Members entitled to attend and vote thereat; and
  - (b) in the case of any other Meeting, by a majority in number of the Members having a right to attend and vote at the Meeting, being a majority together holding not less than 95 per cent in nominal value of the Shares giving that right.
31. The accidental omission to give notice of a Meeting to, or the non-receipt of notice of a Meeting by, any person entitled to receive notice shall not invalidate the proceedings at that Meeting.

PROCEEDINGS AT GENERAL MEETINGS.

32. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets, and the reports of the Directors and Auditors, the election of Directors in the place of those retiring and the appointment of, and the fixing of the remuneration of, the Auditors.
33. No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the Meeting proceeds to business; save as herein otherwise provided, two Members present in person or by proxy shall be a quorum. A Corporation being a Member shall be deemed to be personally present if represented by a person authorised as hereinafter mentioned.
34. If within ten minutes from the time appointed for the Meeting a quorum is not present, the Meeting, if convened upon the requisition of Members, shall be dissolved; in any other case it shall stand adjourned to such day and such time and place as the Directors may determine.
35. The Chairman, if any, or in his absence the Deputy Chairman, if any, of the Board of Directors shall preside as Chairman at every General Meeting of the Company, or if there is no such Chairman or Deputy Chairman, or if neither of them is present within ten minutes after the time appointed for the holding of the Meeting or neither is willing to act the Directors present shall elect one of their number to be Chairman of the Meeting.
36. If at any Meeting no Director is willing to act as Chairman or if no Director is present within fifteen minutes after the time appointed for holding the Meeting, the Members present shall choose one of their number to be Chairman of the Meeting.
37. The Chairman may, with the consent of any Meeting at which a quorum is present, adjourn the Meeting from time to time and from place to place, but no business shall be transacted at any adjourned Meeting other than the business left unfinished at the Meeting from which the adjournment took place. When a Meeting is adjourned for thirty days or more, notice of the adjourned Meeting shall be given as in the case of an original Meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned Meeting.
38. At any General Meeting a Resolution put to the vote of the Meeting shall be decided on a show of hands unless (before or on the declaration of the result of the show of hands) a poll is demanded:-
  - (a) by the Chairman; or
  - (b) by any one Member present in person or by proxy and entitled to vote.

Unless a poll be so demanded a declaration by the Chairman that a Resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such Resolution.

The demand for a poll may be withdrawn.

39. Except as provided in regulation 41, if a poll is duly demanded it shall be taken in such manner as the Chairman directs, and the result of the poll shall be deemed to be the Resolution of the Meeting at which the poll was demanded.
40. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the Meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.
41. A poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairman of the Meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll. No notice need be given of a poll other than an announcement at the Meeting where the poll is demanded.
42. Subject to the provisions of the Act, a Resolution in writing signed by all the Members for the time being entitled to receive notice of and to attend and vote at General Meetings (or being Corporations by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held.

#### VOTES OF MEMBERS

43. Subject to any rights or restrictions for the time being attached to any class or classes of Shares, on a show of hands every Member present in person or a proxy for a corporate body shall have one vote, and on a poll every Member shall have one vote for each Share of which he is the holder.
44. In the case of joint holders the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders; and for this purpose seniority shall be determined by the order in which the names stand in the Register of Members.
45. A Member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee, receiver, curator bonis, or other person in the nature of a committee, receiver or curator bonis appointed by that court and any such committee, receiver, curator bonis or other person may, on a poll, vote by proxy.
46. No objection shall be raised to the qualification of any voter except at the Meeting or adjourned Meeting at which the vote objected to is given or tendered, and every vote not disallowed at such Meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the Meeting whose decision shall be final and conclusive.

#### VOTING BY PROXY

47. On a poll votes may be given either personally or by proxy.
48. A Member shall not be entitled to appoint more than one proxy to attend on the same occasion but this regulation shall not prohibit the appointment of one or more alternative proxies entitled to attend in the absence of the first named proxy.

49. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorised in writing, or, if the appointer is a Corporation, either under Seal or under the hand of an officer or attorney duly authorised. A proxy need not be a Member of the Company.
50. An instrument of proxy may be in any common form or in such other form as the Directors shall approve. Instruments of proxy need not be witnessed.
51. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
52. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the Share in respect of which the proxy is given, provided that no intimation in writing of such death, insanity, revocation or transfer as aforesaid shall have been received at the registered office of the Company before the commencement of the Meeting or adjourned Meeting at which the proxy is used.

#### CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS

53. Any Corporation which is a Member of the Company may by Resolution of its Directors or other governing body authorise such person as it thinks fit to act as its representative at any Meeting of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the Corporation which he represents, including the power to sign Resolutions in writing under regulation 42, as that Corporation could exercise if it were an individual Member of the Company.

A Corporation giving such authority shall furnish the Company with a copy of such Resolution under the Seal of the Corporation or certified by the Secretary or other proper officer of the Corporation or such other evidence of such Resolution as the Directors may reasonably require. A Corporation shall not without the consent of the Directors be entitled to appoint more than one representative to act on the same occasion.

#### DIRECTORS

54. Unless and until otherwise determined by the Company by Ordinary Resolution in General Meeting, the number of the Directors shall not be less than two, except that a Corporation may be appointed a sole Director of the Company.
55. The Directors shall be entitled to receive by way of remuneration in each year such sum (if any) as may be voted to them by the Company in General Meeting. Provided always that a Director holding an office or place of profit under the Company or any subsidiary or subsidiaries of the Company or any company of which the Company is a subsidiary or any subsidiary thereof shall not be entitled to the above mentioned remuneration.
56. The Directors may also be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from Meetings of the Directors or any Committee of the Directors or General Meetings of the Company or in connection with the business of the Company.

57. The Directors may grant to any Director required to exercise any special executive or other duties or make any special exertions for any of the purposes of the Company or to go overseas or exercise special local duties such special remuneration with travelling and hotel expenses for services rendered as the Directors think proper and such remuneration may be either in addition to or in substitution for the remuneration in regulation 55 provided.
58. A Director shall not be required to hold any Share qualification.
59. A Director of the Company may be or become a Director or other officer of, or otherwise interested in, any company promoted by the Company or in which the Company may be interested as shareholder or otherwise, and no such Director shall be accountable to the Company for any remuneration or other benefits received by him as a Director or officer of, or from his interest in, such other company unless the Company otherwise directs.

#### BORROWING POWERS

60. The Directors may exercise all the powers of the Company to borrow money and may execute and negotiate guarantees, and shall be entitled to secure the payment for moneys so borrowed or guaranteed in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue (subject to Section 14 of the 1980 Act) of 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 and any Debenture or other instrument issued by the Company for securing the payment of money may also be so framed that the moneys thereby secured shall be assignable free from any equities between the Company and the person to whom the same may be issued. Any Debentures, Debenture Stock, Bonds, or other similar instruments or securities may be issued at a discount, premium, or otherwise, and with any special privileges as to redemption, surrender, drawings or otherwise. Provided that:-
- (a) the amount for the time being remaining undischarged of moneys borrowed or secured by the Directors as aforesaid (apart from loans, obtained from the Company's bankers in the ordinary course of business or from a subsidiary, or from a company of which the Company is a subsidiary, or from any subsidiary of that company) shall not at any time without the previous sanction of the Company in General Meeting, exceed twice the aggregate of the nominal amount of the Share Capital of the Company for the time being issued, the sums standing to the credit of the Capital and Revenue reserves (including Share premium account and undistributed profits but excluding any sums set aside for taxation) as appearing in the latest balance sheet of the Company or as certified by the Auditors of the Company.
  - (b) no lender or other person dealing with the Company shall be concerned to see or enquire whether this limit is observed.
  - (c) no debt incurred or security given in excess of such limit shall be invalid or ineffectual except in the case of express notice to the lender or the recipient of the security at the time when the debt was incurred or security given that the limit hereby imposed had been or was thereby exceeded.

## POWERS AND DUTIES OF DIRECTORS

61. The business of the Company shall be managed by the Directors who may exercise all such powers of the Company as are not, by the Act or by these regulations, required to be exercised by the Company in General Meeting, subject, nevertheless, to any of these regulations, to the provisions of the Act and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Company in General Meeting; but no regulation made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.
62. The Directors may from time to time and at any time by power of attorney appoint any company, firm or person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these regulations) and for such provisions for the protection and convenience of persons dealing with any such attorneys as the Directors may think fit and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him.
63. (a) A Director who is any way, whether directly or indirectly, interested in a contract or proposed contract with the Company shall declare the nature of his interest at a Meeting of the Directors in accordance with the provisions of the Acts.
- (b) A Director shall not vote as a Director in respect of any contract or arrangement in which he is interested, and if he shall do so his vote shall not be counted, nor shall he be counted in the quorum present at the Meeting, but neither of these prohibitions shall apply to:-
- (i) any arrangement for giving any Director any security or indemnity in respect of money lent by him to or obligations undertaken by him for the benefit of the Company; or
  - (ii) any arrangement for the giving by the Company of any security to a third party in respect of a debt or obligation of the Company for which the Director himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the deposit of a security; or
  - (iii) any contract by a Director to subscribe for or underwrite Shares or Debentures of the Company; or
  - (iv) any contract or arrangement with any other company in which he is interested only as an officer, member, creditor or servant of the Company; or
  - (v) any contract or dealing with or concerning directly or indirectly any company of which the Company is for the time being a subsidiary company or any other subsidiary company for the time being of such company or of this Company; or
  - (vi) any Resolution to allot Shares or Debentures or other obligations to any Director of the Company;

and these prohibitions may at any time be suspended or relaxed to any extent, and either generally or in respect of any particular contract, arrangement or transaction, by the Company in General Meeting.

- (c) A Director may hold any other office or place of profit under the Company (other than the office of Auditor) in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine and no Director or intending Director shall be disqualified by his office from contracting with the Company either with regard to his tenure of any such other office or place of profit or as vendor, purchaser or otherwise, nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested, be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relation thereby established.
  - (d) Any Director may act by himself or his firm in a professional capacity for the Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director; provided that nothing herein contained shall authorise a Director or his firm to act as Auditor to the Company.
64. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the Directors shall from time to time by Resolution determine.
65. The Directors shall cause minutes to be made in books provided for the purpose:-
- (a) of all appointments of officers made by the Directors;
  - (b) of the name of the Directors present at each Meeting of the Directors and of any Committee of the Directors;
  - (c) of all Resolutions and proceedings at all Meetings of the Company, and of the Directors, and of the Committees of Directors.
66. The Directors may authorise the payment of a gratuity or pension or allowance on retirement to any Director who has held any other salaried office or place of profit with the Company or to his widow or dependants and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

#### APPOINTMENT AND RETIREMENT OF DIRECTORS

67. Any person may be appointed an additional Director:-
- (a) by the Directors; or
  - (b) by the Company in General Meeting; or
  - (c) by a Resolution in writing signed by a Member or Members for the time being entitled to receive notice of and to attend and vote at General Meetings (or being Corporations by their duly authorised representatives) and holding more than half of the issued Share Capital of the Company.



68. The office of Director shall be vacated:-

- (a) if he ceases to be a Director by virtue of Section 185 of the 1948 Act; or
- (b) if he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (c) if he becomes prohibited from being a Director by reason of any order made under Section 188 of the 1948 Act (as amended) or Section 9 of the Insolvency Act 1976 (as amended) or
- (d) if he becomes of unsound mind; or
- (e) if he resigns his office by notice in writing to the Company; or
- (f) if the Company in General Meeting, or by Resolution in writing in accordance with regulation 42 hereof, resolves that he shall vacate office. Such Resolution shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company.

#### PROCEEDINGS OF DIRECTORS

- 69. The Directors may meet together for the despatch of business, adjourn, and otherwise regulate their Meetings, as they think fit. Each Director shall have one vote and questions arising at any Meeting shall be decided by a majority of votes. In case of an equality of votes, the Chairman shall have a second or casting vote. The Chairman may, and the Secretary on the requisition of a Director shall, at any time summon a Meeting of the Directors. It shall not be necessary to give notice of a Meeting of Directors to any Director for the time being absent from the United Kingdom.
- 70. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed shall be two. Provided that nothing herein contained shall invalidate a Resolution in writing in accordance with regulation 77 hereof, signed by a Corporation acting as sole Director.
- 71. The continuing Directors may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed by regulation 54 hereof, the continuing Director may act for the purpose of increasing the number of Directors to that number, or of summoning a General Meeting of the Company, but for no other purpose.
- 72. The Directors may elect a Chairman and Deputy Chairman of their Meetings and determine the period for which they are to hold office; but if no such Chairman or Deputy Chairman is elected, or if at any Meeting neither the Chairman nor Deputy Chairman (if any) is present within five minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chairman of the Meeting.
- 73. The Directors may delegate any of their powers to Committees consisting of such Member or Members of their body as they think fit; any Committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors.

74. A Committee may elect a Charman of its Meetings; if no such Chairman is elected, or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the same, the Members present may choose one of their number to be Chairman of the Meeting.
75. A Committee may meet and adjourn as it thinks proper. Questions arising at any Meeting shall be determined by a majority of votes of the Members present, and in the case of an equality of votes the Chairman shall have a second or casting vote.
76. All acts done by any Meeting of the Directors or of a Committee of Directors or by any person acting as a Director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.
77. A Resolution in writing, signed by all the Directors for the time being, or signed by such Directors (not being less than a majority of the board) as may for the time being be in the United Kingdom, shall be as valid and effectual as if it had been passed at a Meeting of the Directors duly convened and held. Such Resolution may consist of several documents in the like form each signed by one or more of the Directors.

#### MANAGING DIRECTOR

78. The Directors may from time to time appoint one or more of their body to the office of Managing Director for such period and on such terms as they think fit, and, subject to the terms of any agreement entered into in any particular case, may revoke such appointment. Any such appointment shall be automatically determined if he cease from any cause to be a Director.
79. A Managing Director 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.
80. The Directors may entrust to and confer upon a Managing Director any of the powers exercisable by them upon such terms and conditions and with such restrictions as they may think fit, and 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.
81. Any Director may at any time appoint any person to be his alternate Director (of the Company) and may at any time remove any alternate Director so appointed by him from office. An alternate Director so appointed shall not as such be entitled to receive any remuneration from the Company.
82. Any alternate Director shall be entitled to receive notices of all meetings of the Board and to attend and vote on behalf of his appointor as a Director at any such meeting at which his appointor is not personally present and generally to perform all the functions of his appointor as a Director in his absence. Nothing in this regulation shall prevent an alternate Director from exercising any power or function which he is otherwise entitled to do as a full Director or as an alternate Director for another appointor or appointors.

83. An alternate Director shall cease to be an alternate Director if his appointor ceases for any reason to be a Director.
84. All appointments and removals of alternate Directors shall be effected by notice in writing to the Company under the hand of the Director making or revoking such appointment.

#### EXECUTIVE APPOINTMENTS

85. The Directors may from time to time appoint any person to an office or employment having a designation or title including the word "Director" or attach to any existing office or employment with the Company such a designation or title. The inclusion of the word "Director" in the designation or title of any office or employment with the Company (other than the offices of Managing Director and Executive Director) shall not imply that the holder thereof is a Director of the Company nor shall such holder thereby be empowered in any respect to act as a Director of the Company or be deemed to be a Director for any of the purposes of these regulations.

#### SECRETARY

86. The Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them.
87. Anything required or authorised to be done by or to the Secretary may be done by or to any Assistant or Deputy Secretary or officer of the Company authorised generally or specially in that behalf by the Directors.
88. A provision of the 1948 Act or these regulations requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary.

#### THE SEAL

89. The Directors shall provide for the safe custody of the Seal, which shall only be used by the authority of the Directors or of a Committee of the Directors authorised by the Directors in that behalf, and every instrument to which the Seal shall be affixed shall be signed by a Director and shall be countersigned by the Secretary or by a second Director or by some other person appointed by the Directors for that purpose.

#### DIVIDENDS AND RESERVES

90. The Company in General Meeting may declare dividends, but no dividend shall exceed the amount recommended by the Directors.
91. The Directors may from time to time pay to the Members such dividends as appear to the Directors to be justified by the profits of the Company available for distribution.
92. No dividend shall be paid otherwise than in accordance with the provisions of Part III of the 1980 Act which apply to the Company.
93. The Company may by Ordinary Resolution on the recommendation of the Directors determine that any realised accretion of Capital assets shall be divided among the Members or their nominees in proportion to the Shares held by them.

94. The Directors may, before recommending any dividend, set aside out of the profits of the Company such sums as they think proper as a reserve or reserves which shall, at the discretion of the Directors, be applicable for any purpose to which the profits of the Company may be properly applied, and pending such application may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than Shares of the Company or of any company of which the Company is for the time being a subsidiary) as the Directors may from time to time think fit. The Directors may also without placing the same to reserve carry forward any profits which they may think prudent not to divide.
95. The Directors may pay any dividend or bonus wholly or partly by the distribution of specific assets and in particular of paid up Shares, Debentures or Debenture Stock of any other company or in any one or more of such ways, and where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient, and in particular may issue fractional certificates and fix the value for the distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any Members upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees as may seem expedient to the Directors.
96. Any dividend, interest or other moneys payable in cash in respect of Shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the Register of Members or to such person and to such address as the holder or joint holders may in writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent and payment of the cheque or warrant shall be a good discharge to the Company in respect of the dividend, interest or other moneys. Every such cheque or warrant shall be sent at the risk of the person entitled to the money represented thereby.
97. Every dividend shall belong and be paid to those Members whose names shall be on the Register at the date fixed by the Resolution declaring such dividend notwithstanding any subsequent transfer or transmission of Shares.
98. All unclaimed dividends may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed.

No dividend shall bear interest against the Company.

#### ACCOUNTS

99. The Directors shall cause accounting records to be kept in accordance with section 12 of the 1976 Act.
100. The accounting records shall be kept at the registered office of the Company or, subject to the provisions of the 1976 Act, at such other place or places as the Directors think fit, and shall always be open to the inspection of the officers of the Company.

101. The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of Members not being Directors, and no Member (not being a Director) shall have any right of inspecting any account book or document of the Company except as conferred by statute or authorised by the Directors or by the Company in General Meeting.

#### CAPITALISATION

102. The Company in General Meeting may upon the recommendation of the Directors resolve that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution, and accordingly that such sum be set free for distribution amongst the members who would have been entitled thereto if distributed by way of dividend and in the same proportions on condition that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on any shares held by such members respectively or paying up in full unissued shares or debentures of the Company to be allotted and distributed credited as fully paid up to and amongst such members in the proportion aforesaid, or partly in the one way and partly in the other, and the Directors shall give effect to such resolution:

Provided that a share premium account and a capital redemption reserve fund may, for the purposes of this regulation, only be applied in the paying up of unissued shares to be allotted to members of the company as fully paid bonus shares.

103. The Company in General Meeting may on the recommendation of the Directors resolve that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the profit and loss account which is not available for distribution by applying such sum in paying up in full unissued Shares to be allotted as fully paid bonus Shares to those Members of the Company who would have been entitled to that sum if it were distributed by way of dividend (and in the same proportions), and the Directors shall give effect to such resolution.

104. Whenever a Resolution is passed in pursuance of regulation 102 or 103 above the Directors shall make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid Shares or Debentures, if any, and generally shall do all acts and things required to give effect thereto, with full power to the Directors to make such provision by the issue of fractional Certificates or by payment in cash or otherwise as they think fit for the case of Shares or Debentures becoming distributable in fractions, and also to authorise any person to enter on behalf of all the Members entitled thereto into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further Shares or Debentures to which they may be entitled upon such capitalisation, or (as the case may require) for the payment up by the Company on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalised, of the amounts or any part of the amounts remaining unpaid on their existing Shares, and any agreement made under such authority shall be effective and binding on all such Members.

## NOTICES

105. A notice may be given by the Company to any Member either personally or by sending it by post to him or to his registered address, or (if he has no registered address within the United Kingdom) to the address, if any, within the United Kingdom supplied by him to the Company for the giving of notice to him. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying, and posting a letter containing the notice, and to have been effected on the day on which the letter containing the same is posted.
106. A notice may be given by the Company to the joint holders of a Share by giving the notice to the joint holder first named in the Register of Members in respect of the Share.
107. A notice may be given by the Company to the persons entitled to deal with a Share in consequence of the death, bankruptcy or lunacy of a Member by sending it through the post in a prepaid letter addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt, or by any like description, at the address, if any, within the United Kingdom supplied for the purpose by the persons claiming to be so entitled, or (until such an address has been so supplied) by giving the notice in any manner in which the same might have been given if the death, bankruptcy or lunacy had not occurred.
108. Notice of every General Meeting shall be given in any manner hereinbefore authorised to:-
  - (a) every Member except those Members who (having no registered address within the United Kingdom) have not supplied to the Company an address within the United Kingdom for the giving of notices to them;
  - (b) every person upon whom the right to deal with a Share devolves by reason of his being a legal personal representative or a trustee in bankruptcy or other representative of a Member where the Member but for his death, bankruptcy or lunacy would be entitled to receive notice of the Meeting; and
  - (c) the Auditor for the time being of the Company.

No other person shall be entitled to receive notices of General Meetings.

## WINDING UP

109. If the Company shall be wound up the liquidator may, with the sanction of an Extraordinary Resolution of the Company and any other sanction required by the Acts, divide amongst the Members in specie or kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may, for such purpose set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the Members. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories as the liquidator, with the like sanction, shall think fit, but so that no Member shall be compelled to accept any Shares or other securities whereon there is any liability.

110. The Directors or a liquidator may, with the consent of a Special Resolution, sell the undertaking of the Company or the whole or any part of its assets for Shares fully or partly paid up or the obligations of or other interests in any other company and may, by the contract of sale, agree for the allotment to the Members or contributories direct of the proceeds of sale in proportion to their respective interests in the Company or with the consent of any Members affected thereby otherwise than in such proportion, and may further, by the contract, specify a time at the expiration of which Shares, obligations or other interests not accepted or required to be sold shall be deemed to have been refused and be at the disposal of the Directors or the liquidator or the purchasing company. All holders of Shares shall be bound by any such contract and waive all other rights in relation to such Shares, save only in case the Company is proposed to be or is in the course of being wound up, such statutory rights, if any, under Section 287 of the 1948 Act as are incapable of being varied or excluded by these regulations.

#### INDEMNITY

111. Subject to the provisions of Section 205 of the 1948 Act every officer of the Company and every person employed by the Company as Auditor shall be indemnified out of the assets of the Company against all liabilities which he may suffer or incur in relation to his office or to such employment including any liability suffered or incurred in defending any proceedings 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 448 of the 1948 Act in which relief is granted to him.



14.2.84

NO. OF COMPANY:

623,197

81

THE COMPANIES ACTS 1948 to 1981

SPECIAL RESOLUTION

(Pursuant to Sections 18 and 141(2) of the Companies Act 1948)

of

RADIO RENTALS CABLE TELEVISION LIMITED

Passed on the 7th day of February, 1984

At an EXTRAORDINARY GENERAL MEETING of Radio Rentals Cable Television Limited held at Television House, Shrivenham Road, Swindon on Tuesday, the 7th February, 1984, the following resolution was passed as a SPECIAL RESOLUTION:-

That the name of the Company be changed to:-

THORN EMI Cable Television Limited



*E.W. Clark*

E.W. CLARK  
SECRETARY



# FILE COPY



## CERTIFICATE OF INCORPORATION ON CHANGE OF NAME

No.

623197

182

I hereby certify that

RADIO RENTALS CABLE TELEVISION  
LIMITED

having by special resolution changed its name, is now  
incorporated under the name of

THORN EMI CABLE TELEVISION  
LIMITED

Given under my hand at the Companies Registration Office,  
Cardiff the 2ND MARCH 1984

A handwritten signature in dark ink, appearing to read 'D. C. H. Busher'.

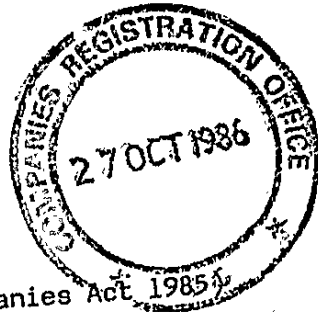
D. C. H. BUSHER

an authorised officer

NO. OF COMPANY: 623197

191  
THE COMPANIES ACT 1985

SPECIAL RESOLUTION



(Pursuant to Sections 28, and 378 of the Companies Act 1985)

of

THORN EMI Cable Television Limited

Passed on the 22nd October 1986

At an EXTRAORDINARY GENERAL MEETING of THORN EMI Cable Television Limited held at Newcome Drive, Hawksworth Estate, Swindon on Wednesday the 22nd October 1986, the following resolution was passed, as a Special Resolution:-

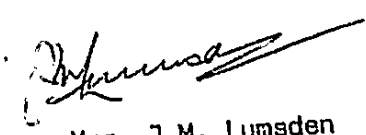
That the name of the Company be changed to:-

TELEVISION ENTERTAINMENT BY CABLE LIMITED

Presented by:-

THORN EMI Home Electronics (UK) Ltd  
Television House, Shrivenham Road.  
Swindon, Wilts. SN1 2NX  
Tel: 0793 22123

Ref. THL / THB.

  
Mrs. J.M. Lumsden  
Secretary

Not W35  
#40  
02627

# FILE COPY



## CERTIFICATE OF INCORPORATION ON CHANGE OF NAME

No. 623197

192

I hereby certify that

THORN EMI CABLE TELEVISION LIMITED

having by special resolution changed its name, is now  
incorporated under the name of

TELEVISION ENTERTAINMENT BY CABLE LIMITED

Given under my hand at the Companies Registration Office,  
Cardiff the

30TH OCTOBER 1986

*E. Chadwick*  
MRS E. CHADWICK

an authorised officer

NO. OF COMPANIES: 629197



THE COMPANIES ACT 1985

SPECIAL RESOLUTION

(Pursuant to Sections 28 and 378 of the Companies Act 1985)

of

TELEVISION ENTERTAINMENT BY CABLE LIMITED

Passed on the 29th of November 1989

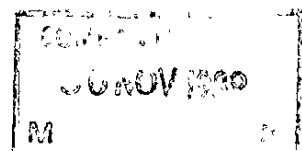
-----

At an EXTRAORDINARY GENERAL MEETING of TELEVISION ENTERTAINMENT BY CABLE LIMITED at Unit 2, Dorcan Business Village, Murdock Road, Swindon on 29th November, 1989, the following resolution was passed as a SPECIAL RESOLUTION:-

That the name of the Company be changed to:-

CABLE AND SATELLITE TELEVISION HOLDINGS LIMITED

T.M. O'Brien  
Director.



BIB 120 x 3

FILE COPY



**CERTIFICATE OF INCORPORATION  
ON CHANGE OF NAME**

No. 623197

I hereby certify that

TELEVISION ENTERTAINMENT BY CABLE LIMITED

having by special resolution changed its name,

is now incorporated under the name of

**CABLE AND SATELLITE TELEVISION HOLDINGS  
LIMITED**

Given under my hand at the Companies Registration Office,

Cardiff the 12 DECEMBER 1989

*P. Davidson*  
P. Davidson (Mrs)

an authorised officer



COMPANIES FORM No. 123

**Notice of increase  
in nominal capital****123**Please do not  
write in  
this margin

Pursuant to section 123 of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number

--	--	--	--

623,197

Name of company

\*CABLE AND SATELLITE TELEVISION HOLDINGS LTD

\* Insert full name  
of company

gives notice in accordance with section 123 of the above Act that by resolution of the company  
dated 15<sup>TH</sup> MARCH 1990 the nominal capital of the company has been  
increased by £ 1970.000 beyond the registered capital of £ 30.000

§ the copy must be  
printed or in some  
other form approved  
by the registrar

A copy of the resolution authorising the increase is attached.§

The conditions (eg. voting rights, dividend rights, winding-up rights etc.) subject to which the new  
shares have been or are to be issued are as follow:

*To rank pari passu in all respects with the existing  
Ordinary Shares*

† Insert  
Director,  
Secretary,  
Administrator,  
Administrative  
Receiver or  
Receiver  
(if any) as  
appropriatePlease tick here if  
continued overleaf

Signed

Designation†

Secretary

Date

15/3/90

PRINTED AND SUPPLIED BY

**Jordans**JORDAN & SONS LIMITED  
20 ST THOMAS STREET  
BIRMINGHAM B3 1BQ  
TELEPHONE 0121 232 2000  
TELEX 333333 JORDAN G  
CABLES JORDAN G

5/87

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

**Cable & Satellite Television Holdings Ltd.**  
Unit 2, Dorcan Business Village  
Marshall Road  
Swindon SN3 5HY  
Tel. (0793) 611176

For official Use  
General Section

Post room

COMPANY  
22 MAR 1990  
M

NO. OF COMPANY: 623197

THE COMPANIES ACT 1985

ORDINARY RESOLUTION

(Pursuant to Section 121 of the Companies Act 1985)

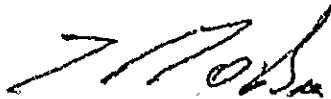
of

CABLE AND SATELLITE TELEVISION HOLDINGS LIMITED

Passed on the 15th of March 1990

At an EXTRAORDINARY GENERAL MEETING of CABLE AND SATELLITE TELEVISION HOLDINGS LIMITED at Unit 2, Dorcan Business Village, Murdock Road, Swindon on 15th March, 1990, the following resolutions were passed as ORDINARY RESOLUTIONS:-

1. That the Share Capital of the Company be increased to £2,000,000 by the creation of 1,970,000 ordinary shares of £1.00 each to rank pari passu with the existing 30,000 ordinary shares of £1.00 each.
2. That 193,998 ordinary shares of £1.00 each fully paid be allotted to CAST Services Limited in exchange for and in satisfaction of the Unsecured Loan Stock of £387,995, pursuant to condition 6 of the Unsecured Loan Stock Note Number 1, dated 19th November, 1986.



T.M. O'Brien  
Director

22 MAR 1990

No. of Company: 623197

623197.

The Companies Act 1985

COMPANY LIMITED BY SHARES

RESOLUTIONS

OF

CABLE AND SATELLITE TELEVISION HOLDINGS LIMITED

Passed on 14th May 1990

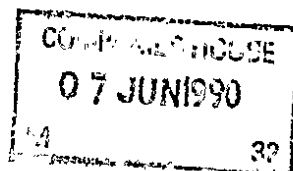
At an EXTRAORDINARY GENERAL MEETING of the above-named Company, duly convened, and held at Unit 2, Dorcan Business Village, Murdock Road, Swindon SN3 5HY on the 14th day of May 1990 at 4.15 am/pm the following RESOLUTIONS were duly passed viz:

SPECIAL RESOLUTIONS

1. THAT the objects of the Company be altered by deleting the existing Clause 3(a) of the Memorandum of Association of the Company and substituting therefore the following new Clause 3(a):-

"(a) (i) To establish, produce, acquire, construct, install, operate, distribute and exploit cable, microwave video distribution, pay, subscription, satellite and other television and communications systems, services, programmes, facilities, franchises,

4/AGC/DOCS/CABLEMIN/100590





equipment and media and to carry on all or any of the business of suppliers and providers of any such systems, services and facilities; to carry on the business of programme contractors and the suppliers of programmes suitable for the purpose of broadcasting by television whether by the Company or by any other person, firm, corporation or authority and the obtaining of all necessary permits or licences in connection therewith; providers of security services of all kinds and the obtaining of all necessary permits and licences therewith; the construction, manufacture, maintenance and dealing with land, satellite and submarine telegraphs, telephones, radio and all other electrical or other contrivances or systems for the transmitting of messages by any means; making, selling, hiring, buying, installing, erecting, maintaining and repairing and operating telephones, telegraphs, radios, televisions, sound and visual recordings and reproduction machines and instruments, computers and electronics and electrical and mechanical apparatus and equipment and fittings including cabling of all kinds whatsoever; radio, television, computer, mechanical and electrical engineers; producers and promoters of all kinds of entertainment diversion or instruction suitable for or which may directly or indirectly provide suitable material for television programmes and dealers in copyright in any works or materials; to carry on all or any of the businesses of general merchants and traders, manufacturers, assemblers, distributors, importers, exporters, merchants, factors and shippers of and wholesale and retail dealers in goods, wares, produce, products, commodities, fancy goods, handicrafts, and merchandise of every description to act as

4/AGC/DOCS/CABLEMIN/100590

- (iii) To acquire, register, exploit and dispose of copyrights, licences and other rights or interests in any literary, dramatic, musical, artistic or other work and any trademarks or tradenames.
- (iv) To carry on all or any of the businesses of advertising agents, consultants and contractors, commercial artists, lay-out specialists, designers, illustrators and draughtsmen, inventors, designers and printers of publicity and advertising media of every description; to initiate and purchase art work, photographs and printing blocks and to make all arrangements for type-setting and the insertion of advertisements; to book space in the press and on television programmes, films and the like; to act as proprietors and organisers of editorial and other public relations services, printers, tracers, engravers, studio proprietors, portrait, technical, commercial and general photographers, publishers, producers and editors of display materials and trade publications, exhibition contractors, sales promotion specialists and demonstrators, market research specialists, marketing consultants and advisers, management consultants, manufacturers' agents and representatives."

2. THAT the Articles of Association contained in the printed document submitted to this Meeting and signed for the purposes of identification by the Chairman of the Meeting be and are hereby adopted as the Articles of Association of the Company in substitution for and to the exclusion of the Company's existing Articles of Association.

ORDINARY RESOLUTION

3. THAT pursuant to Section 80 of the Companies Act 1985 the directors be and they are hereby generally and unconditionally authorised to allot, grant options over, offer or otherwise deal with or dispose of any relevant securities (as defined in the said Section 80) of the Company to such persons at such times and generally on such terms as the directors may determine PROVIDED THAT:

(i) the authority hereby conferred shall be for a period of five years from the date of the passing of this Resolution unless previously renewed varied or revoked by the Company in General Meeting; and

(ii) the maximum amount of such relevant securities as aforesaid which may be allotted pursuant to such authority shall be £2,000,000.

Dated this 14th day of May 1990

.....  
DIRECTOR/SECRETARY

(623197)

THE COMPANIES ACT 1985.

SUBSTITUTED

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

CABLE AND SATELLITE TELEVISION HOLDINGS

LIMITED

COMPANY NO. 623,197

Substituted Memorandum and Articles of Association adopted by  
Special Resolution passed on the 14th day of May, 1990.

CERTIFIED A TRUE COPY.

  
DIRECTOR

THE COMPANIES ACT 1985

---

COMPANY LIMITED BY SHARES

---

MEMORANDUM OF ASSOCIATION  
OF  
CABLE AND SATELLITE TELEVISION HOLDINGS LIMITED

---

1. The name of the Company is CABLE AND SATELLITE TELEVISION HOLDINGS LIMITED.
2. The Registered Office of the Company will be situate in England.
3. The Objects for which the Company is established are:-  
  
(a)(i) To establish, produce, acquire, construct, install, operate, distribute and exploit cable, microwave video distribution, pay, subscription, satellite and other television and communications systems, services, programmes, facilities, franchises,

equipment and media and to carry on all or any of the business of suppliers and providers of any such systems, services and facilities; to carry on the business of programme contractors and the suppliers of programmes suitable for the purpose of broadcasting by television whether by the Company or by any other person, firm, corporation or authority and the obtaining of all necessary permits or licences in connection therewith; providers of security services of all kinds and the obtaining of all necessary permits and licences therewith; the construction, manufacture, maintenance and dealing with land, satellite and submarine telegraphs, telephones, radio and all other electrical or other contrivances or systems for the transmitting of messages by any means; making, selling, hiring, buying, installing, erecting, maintaining and repairing and operating telephones, telegraphs, radios, televisions, sound and visual recordings and reproduction machines and instruments, computers and electronics and electrical and mechanical apparatus and equipment and fittings including cabling of all kinds whatsoever; radio, television, computer, mechanical and electrical engineers; producers and promoters of all kinds of entertainment diversion or instruction suitable for or which may directly or indirectly provide suitable material for television programmes and dealers in copyright in any works or materials; to carry on all or any of the businesses of general merchants and traders, manufacturers, assemblers, distributors, importers, exporters, merchants, factors and shippers of and wholesale and retail dealers in goods, wares, produce, products, commodities, fancy goods, handicrafts, and merchandise of every description to act as

agents for and to enter into agreements and arrangements of all kinds on behalf of such persons, firms or companies as may be thought expedient, and to negotiate, assign and mortgage or pledge for cash or otherwise, any such agreements and the payments due thereunder and any property the subject thereof, to carry on all or any of the businesses of mail order specialists, credit and discount traders, cash and carry traders, manufacturers' agents, commission and general agents, brokers, factors, warehousemen, and agents in respect of raw and manufactured goods of all kinds, and general railway, shipping and forwarding agents and transport contractors; to create, establish build up and maintain an organisation for the marketing, selling, retailing, servicing, advertisement, distribution or introduction of the products, merchandise, goods, wares and commodities dealt in or services rendered by any persons, firms or companies, and to participate in, undertake, perform, and carry out all kinds of commercial trading and financial operations and all or any of the operations ordinarily performed by import, export and general merchants, factors, shippers, agents, traders, distributors, capitalists, and financiers, either on the Company's own account or otherwise; and to open and establish shops, stalls, stores, markets and depots for the sale, collection and distribution of the goods dealt in by the Company.

- (ii) To make, acquire, exploit and dispose of films, records, tapes, and other devices from which visual images or sounds may be reproduced and material and apparatus for use in connection with such films, records, tapes and devices.

(iii) To acquire, register, exploit and dispose of copyrights, licences and other rights or interests in any literary, dramatic, musical, artistic or other work and any trademarks or tradenames.

(iv) To carry on all or any of the businesses of advertising agents, consultants and contractors, commercial artists, lay-out specialists, designers, illustrators and draughtsmen, inventors, designers and printers of publicity and advertising media of every description; to initiate and purchase art work, photographs and printing blocks and to make all arrangements for type-setting and the insertion of advertisements; to book space in the press and on television programmes, films and the like; to act as proprietors and organisers of editorial and other public relations services, printers, tracers, engravers, studio proprietors, portrait, technical, commercial and general photographers, publishers, producers and editors of display materials and trade publications, exhibition contractors, sales promotion specialists and demonstrators, market research specialists, marketing consultants and advisers, management consultants, manufacturers' agents and representatives."

(b) To carry on any other business which the Directors decide is capable of being conveniently carried on in connection with any of these Objects, or calculated directly or indirectly to enhance the value of, or facilitate the realisation of, or render profitable any of the Company's property or rights.



- (c) To manage, supervise and control, or to take part in the management, supervision or control of, any company or undertaking and for that purpose to appoint and remunerate any Directors, accountants or other experts or agents.
- (d) To apply for, register, purchase or by other means acquire and protect, prolong and renew whether in the United Kingdom or elsewhere, any patents, patent rights, brevets d'invention, licences, trade marks, designs, protections and concessions which may appear likely to be advantageous or useful to the Company, and to use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon and testing and in improving or seeking to improve any patents, inventions or rights which the Company may acquire or propose to acquire.
- (e) To acquire by purchase, feu, lease, sub-lease, exchange, hire, licence or otherwise any land, buildings, factories and other property, whether real or personal, and of any tenure, or any interest therein, whether subject or not to any charges or incumbrances and to create freehold and leasehold ground rents and to make advances upon the security of any land or houses or other property or any interest therein.
- (f) To develop and turn to account any land acquired by the Company or in which the Company is interested, in particular by laying out and preparing the same for building purposes, constructing, altering, pulling down, maintaining, furnishing, fitting up and improving buildings, erections, works and plant, and by planting, paving, draining, farming, cultivating, letting on building lease or building agreement, and by advancing money to and entering into contracts and arrangements of all kinds with builders, tenants and others.
- (g) To manage any land, buildings, factories and other property, whether belonging to the Company or not, and to collect rents and income and to supply to tenants and occupiers or others, refreshments, attendance, messengers, watchmen, gas, water and electric services and other advantages and facilities as the Directors may decide.
- (h) To borrow or raise or secure the payment of money and 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, Mortgage Debentures or Debenture Stock payable to bearer or otherwise, and either perpetual or otherwise, and collaterally or further to secure any securities of the Company by a trust deed, deed poll or other assurance.

- (i) 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 guaranteed rights in respect of dividend or repayment of Capital or otherwise, or by the issue of Debentures, Debenture Stock, secured or unsecured Loan Stock or 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 Directors may determine.
- (j) To advance, deposit or lend money, securities and property to or with such persons, companies and bodies, and on such terms as may seem expedient, and to discount, buy, sell and deal in bills, notes, warrants, coupons and other negotiable or transferable securities or documents.
- (k) To facilitate and encourage the creation, issue or conversion of Debentures, Debenture Stock, secured or unsecured Loan Stock, bonds, obligations, Shares, stocks, and securities, and to guarantee the subscription of or underwrite any stock, Shares or securities, and to act as trustees in connection with any stock, Shares or securities.
- (l) To purchase or otherwise acquire and undertake, wholly or in part for cash or Shares, or otherwise howsoever, all or any part of the capital or business property and liabilities of any person or company.
- (m) To enter into partnership or into any arrangements for sharing profits, union of interests, co-operation, joint adventure, reciprocal concession or otherwise with any person, firm, company or authority carrying on or engaged in or about to carry on or engage in, any business or transaction which this Company is authorised to carry on or engage in, or any business transaction capable of being conducted so as directly or indirectly to benefit this Company, and to lend money to, finance or guarantee the contracts or bank overdrafts of, or otherwise assist, any such person, firm, company or authority, and whether or not by the deposit of securities, and to take or otherwise acquire Shares and securities of any such company or authority, and to sell, hold, re-issue with or without guarantee, or otherwise deal with the same.
- (n) To amalgamate with any other company, and to enter into arrangements with any other company, person or firm for the operation or control of the whole or any part of the undertaking of the Company.
- (o) To sell the undertaking and property of the Company or any part thereof, for such consideration as the Company may think fit, and in particular for stocks, Shares (whether fully or partly paid up), Debentures, Debenture stock or securities of any other company, and to pay and distribute any stocks, Shares, Debentures, Debenture Stock or securities so taken as a dividend to the shareholders of the Company.

- (p) To promote or concur in promoting any other company for the purpose of acquiring all or any of the property and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to advance the Objects of this Company or the interests of its Members.
- (q) To invest and deal with the moneys of the Company not immediately required upon such securities, or in such investments, and in such manner as may from time to time seem expedient.
- (r) To carry on (whether gratuitously or otherwise) trust and agency business of all kinds.
- (s) To draw, make, accept, endorse, discount, execute, issue and negotiate bills of exchange, promissory notes, bills of lading, warrants, Debentures and other negotiable or transferable instruments.
- (t) To receive from any person or persons, whether Member or Members, Director or Directors, employee or employees of the Company or otherwise, or from any corporate body, money or securities on deposit, at interest or otherwise, and to lend money, and in particular to persons having dealings with the Company.
- (u) To remunerate any person or company for services rendered in placing or assisting to place all or any part of the Share Capital of the Company or any Debentures or other securities of the Company.
- (v) To remunerate the Directors, officials and servants of the Company and others out of, or in proportion to, the return or profits of the Company, or otherwise as the Directors may think proper, to formulate and carry into effect any scheme for sharing the profits of the Company with employees of the Company or any of them, to grant pensions, superannuation allowances or gratuities to employees or ex-employees or persons who are or have been Directors or officers of the Company or its predecessors or associates in business, or the relatives, connections or dependants of any such person, or to persons having dealings with the Company, and to establish or support associations, institutions, clubs, funds and trusts calculated to benefit any such person or persons having dealings with the Company or otherwise to advance the interests of the Company or of its Members or of its employees.
- (w) To issue Shares of the Company at par or at a premium or (insofar as the same may be permitted by law) at a discount, and as fully paid or partly paid up, and to distribute any of the property of the Company among the Members in specie.

- (x) To do all or any of the things and matters aforesaid in any part of the world, and as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents, contractors or otherwise, and either alone or in conjunction with others.
- (y) To subsidise and otherwise assist any company which is for the time being the Company's Holding Company or a subsidiary thereof (as defined by the Companies Act, 1948) and in particular, but without prejudice to the generality of the foregoing, to guarantee support or secure the performance of the obligations of such Holding Company or subsidiary thereof, and the repayment or payment of the capital or principal and premium of, and dividends or interest on, any stocks, Shares, securities or obligations of such Holding Company or subsidiary thereof, and for any of the purposes aforesaid to mortgage or charge all or any part of the undertaking, property and assets (present and future) of the Company, including its uncalled Capital.
- (z) To subsidise, assist and guarantee the payment of money by or the performance of any contract, engagement or obligation by any person or companies and to act as agents for the collection, receipt or payment of money.
- (aa) To do all such things as the Directors consider incidental or conducive to the attainment of the above Objects or any of them.

The Objects set forth in any sub-clause of this clause shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except when the context expressly so requires, be in any way limited to or restricted by reference to or inference from any other Object or Objects set forth in such sub-clause or from the terms of any other sub-clause or by the name of the Company. None of such sub-clauses or the Object or Objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the Objects or powers mentioned in any other sub-clause, but the Company shall have full power to exercise all or any of the powers and to achieve or to endeavour to achieve all or any of the Objects conferred by and provided in any one or more of the said sub-clauses.

- 4. The liability of the Members is limited.
- 5. The Share Capital of the Company is £2,000,000 divided into 2,000,000 Ordinary Shares of £1.00 each.

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

CABLE AND SATELLITE TELEVISION HOLDINGS LIMITED

(as adopted by a Special Resolution of the Company  
dated 14th May 1990)

PRELIMINARY

1. In these Articles and in Table A:-

"the Act"	means the Companies Act 1985 (as amended by the Companies Act 1989) and every statutory modification or re-enactment thereof for the time being in force.
"Affiliate"	means a company which is a Subsidiary or Holding Company of either CSL or Starstream (as the case may be) or a Subsidiary of such Holding Company.
"CSL"	means Cast Services Limited a company incorporated in England with number 638209.
"CSL Affiliate"	means a Subsidiary of CSL, a Holding Company of CSL or a Subsidiary of such Holding Company.
"Holding Company"	means a holding company as defined in Section 736 of the Act.
"Joint Venture Agreement"	means the Joint Venture Agreement dated 11th May 1990 between (1) Starside Network (West Glamorgan) Limited, (2) CAST Services Limited and (3) the Company.
"Starstream"	means Starside Network (West

6/JGD22/AA-CABLE/020590

*certified a true copy.*

*[Signature]*

*Director*

Glamorgan) Limited a company  
incorporated in Jersey with number  
45317.

"Starstream  
Affiliate" means a Subsidiary of Starstream, a  
Holding Company of Starstream or a  
Subsidiary of such Holding Company.

"Subsidiary" means a subsidiary as defined in  
Section 736 of the Act.

"Table A" means Table A in the Companies  
(Tables A-F) Regulations 1985 as  
amended by the Companies (Tables A to  
F) (Amendment) Regulations 1985.

2. (A) Subject as hereinafter provided, the regulations  
contained in Table A shall apply to the Company.
- (B) Regulations 2, 17, 24, 39, 40, 46, 50, 73-80  
inclusive, 96 and 118 in Table A shall not apply to  
the Company, but the Articles hereinafter contained  
and the remaining regulations of Table A, save as  
they are not excluded or varied hereby and are not  
inconsistent with the provisions hereinafter  
appearing, shall constitute the regulations of the  
Company.

#### SHARE CAPITAL

3. (A) The share capital of the Company (at the date of  
adoption of these Articles) is £2,000,000 divided  
into 2,000,000 ordinary shares of £1 each. Unless  
otherwise determined by special resolution of the  
Company in general meeting, subject to any issue of  
shares under Clause 5.1 of the Joint Venture  
Agreement and subject as provided in paragraphs  
(C), (D) and (E) any unissued shares in the capital  
of the Company for the time being shall before they  
are issued be offered to all the holders of shares  
in the Company in proportion to the amounts  
(excluding any premium paid on subscription) paid  
up on the shares held by them respectively (and  
such offer shall be at the same price and on the  
same terms to each such holder). Such offer shall  
be made by notice specifying the number of shares  
offered, the proportionate entitlement of the  
relevant member, the price per share and limiting a  
period (not being less than 30 days) within which  
the offer, if not accepted, will be deemed to be  
declined and after the expiration of such period  
the directors shall offer the shares so declined to  
the persons who have, within the said period,  
accepted all the shares offered to them in the same  
manner as the original offer and limited by a

period of not less than 14 days. If any shares comprised in such further offer are declined or deemed to be declined such further offer shall be withdrawn in respect of such shares. At the expiration of the time limited by the notice(s) the directors shall allot the shares so offered to or amongst the members who have notified their willingness to take all or any of such shares in accordance with the terms of the offer. No members shall be obliged to take more than the maximum number of shares he has indicated his willingness to take. Section 89(1) and sub-sections (1) to (6) of Section 90 of the Act shall not apply to the Company.

- (B) Any shares not accepted pursuant to paragraph (A) or not capable of being so offered except by way of fractions and any shares released from the provisions of this Article by special resolution as therein specified shall subject to the provisions of Section 80 of the Act, be at the disposal of the directors who may allot, grant options over or otherwise dispose of them to such persons at such times and generally on such terms and conditions as they think proper, provided that no shares shall be issued at a discount and provided further that, in the case of shares not accepted as aforesaid, such shares shall not be disposed of on terms which are more favourable to the subscribers thereof than the terms on which they were offered to the members.
- (C) The discretion of the directors contained in paragraph (B) as to the allotment and disposal of and the granting of any option over the Company's shares shall in any event be subject to the provisions of any agreement relating thereto binding on the Company for the time being and any directions contained in any resolution creating such shares.
- (D) Save with the prior written consent of all members holding shares for the time being no shares shall be allotted on terms that the right to take up the shares allotted may be renounced in favour of, or assigned to another, and no person entitled to the allotment of a share may direct that such share be allotted or issued to any other person.
- (E) Provided always that notwithstanding anything herein contained or implied (but subject as stated in the Joint Venture Agreement) no unissued share in the capital of the Company, with and subject to whatever rights and restrictions, shall be allotted or issued or made the subject of any option without the prior written consent of all members holding

shares for the time being.

#### LIEN

5. The lien conferred by Regulation 8 in Table A shall apply to all shares of the Company 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 registered holder thereof or one of several joint holders. The said Regulation 8 shall be modified accordingly.

#### CALLS AND FORFEITURE

6. (A) Those sums due and payable which shall be deemed due and payable by virtue of a call shall be increased by the addition to Regulation 16 in Table A, after the words "instalment of a call", of the words "or otherwise, or whether in respect of non payment of any monies owing by any shareholder to the Company payable (or made payable by virtue of a notice requiring payment) at a fixed time,".
- (B) The liability of any member in default in respect of a call shall be increased by the addition at the end of the first sentence of Regulation 18 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

#### TRANSMISSION OF SHARES

7. The directors may at any time give notice requiring any person entitled to a share by reason of the death or bankruptcy of the holder thereof to elect either to be registered himself in respect of the share or to transfer the share and if the notice is not complied with within sixty days the directors may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the share until the requirements of the notice have been complied with. Regulation 31 in Table A shall be modified accordingly.

#### TRANSFER OF SHARES

8. The directors shall not register any transfer of any share, whether or not it is a fully-paid share, except such a transfer as is authorised pursuant to the provisions of Article 9 below or pursuant to the Joint Venture Agreement.
9. Other than pursuant to the Joint Venture Agreement, no shares nor any interest therein shall be transferred or disposed of to any person otherwise than in accordance with the subsequent provisions of this Article:-



- (A) Before transferring or disposing of any shares or any interest in any shares the person proposing to transfer or dispose of the same ("the proposing transferor") shall give notice in writing ("the transfer notice") to the Company that he desires to transfer the same. The transfer price shall constitute the Company his agent for the sale of the shares therein mentioned (together with all rights then attached thereto) at the prescribed price per share (as determined in accordance with paragraph (B) of this Article) during the prescribed period (as determined in accordance with paragraph (C) of this Article) to any member or to any other person including the Company and shall not be revocable except with the consent of the directors.
- (B) If not more than one month before the date on which the transfer notice was given the proposing transferor and the directors shall have agreed a price per share as representing the fair value thereof or as being acceptable to the proposing transferor and not more than the fair value then such price shall be the prescribed price (subject to the deduction therefrom of any dividend or other distribution declared or made after such agreement and prior to the said date). Otherwise, upon the giving of the transfer notice the directors shall request the auditors for the time being of the Company to determine and certify the sum per share considered by them to be the fair value thereof as at the said date and the sum per share so determined and certified shall be the prescribed price. For the purposes of such determination, the said auditors shall value the Company on a going concern basis between a willing seller and a willing buyer and without having regard to the fact that the shares being valued may represent a majority or a minority interest in the capital of the Company. The said auditors shall act hereunder (the cost and expense of the auditors in that regard being borne equally between the proposing transferor and the purchaser (as such term is hereinafter defined)) as experts and not as arbitrators and their determination shall be final and binding on all persons concerned.
- (C) If the prescribed price was agreed as aforesaid prior to the date of the transfer notice, the prescribed period shall commence on such date and expire two months thereafter. Otherwise, the prescribed period shall commence on such date and expire two months after the date on which the said auditors shall have notified the directors of their

determination of the prescribed price pending which the directors shall defer the making of the offer hereinafter mentioned.

(D) All shares included in any transfer notice shall first by notice in writing be offered by the Company to all members holding shares (other than the member to whose shares the transfer notice relates) for purchase at the prescribed price on the terms that in the case of competing offers the shares so offered shall (in accordance with but subject to the provisions of paragraph E(i) below) be sold to the acceptors in proportion (as nearly as may be without involving fractions or increasing the number sold to any member beyond that applied for by him) to their existing holdings of shares. Such offer shall limit the period (not being less than twenty one days and ending at least seven days prior to the end of the prescribed period) within which it must be accepted or in default will lapse. Acceptances of offers shall not be revocable except with the consent of the directors.

(E) (i) If the Company shall within the prescribed period find members or the Company itself (such members, or the Company (as the case may be) together hereinafter referred to as the "purchasers") to purchase the shares concerned or any of them and give notice in writing thereof to the proposing transferor he shall be bound, upon payment of the prescribed price, to transfer such shares to the respective purchasers. Every such notice shall state the name and address of the purchaser and the number of shares agreed to be purchased by him and the purchase shall be completed at a place and time to be appointed by the directors not being less than three days nor more than ten days after the date of such notice, provided that if the transfer notice shall state that the proposing transferor is not willing to transfer part only of the shares concerned this paragraph shall not apply unless the Company shall have found purchasers for the whole of such shares.

(ii) The proposing transferor shall enter into such contract with the purchasers for the purposes of selling the sale shares to the purchasers and shall take such other action as shall be required by the Act and requested by the directors and the members shall procure the passing of such resolution to approve such contract and the doing of

any other things as shall be required by the Act.

- (F) If a proposing transferor shall fail or refuse to transfer any shares to a purchaser hereunder the directors may authorise any person to execute and deliver on his behalf the necessary transfer and the Company may receive the purchase money in trust for the proposing transferor and cause the purchaser to be registered as the holder of such shares. The receipt of the Company for the purchase money shall be good discharge to the purchaser (who shall not be bound to see to the application thereof) and after the purchaser has been registered in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person.
- (G) If the Company shall not within the prescribed period find purchasers willing to purchase all the shares or (except where the proviso to paragraph (E)(i) of this Article applies) part of the shares and gives notice in writing thereof to the proposing transferor, or if the Company shall within the prescribed period give to the proposing transferor notice in writing that the Company has no prospect of finding purchasers of such shares, the proposing transferor at any time thereafter up to the expiration of two months after the end of the prescribed period shall be at liberty to seek or procure an offer or offers for the said shares from any third party or third parties and to transfer those shares for which the Company has not within the prescribed period given notice that it has found (or has given notice that it has no prospect of finding) purchasers to any person on a bona fide sale at any price not being less than the prescribed price (after deducting, where appropriate, any dividend or other distribution declared or made after the date of the transfer notice and to be retained by the proposing transferor), provided that:-
- (i) if the transfer notice shall state that the proposing transferor is not willing to transfer part only of the shares concerned he shall not be entitled hereunder to transfer any of such shares unless in aggregate the whole of such shares is so transferred; and
- (ii) the directors may require to be satisfied that such shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer without

any deduction, rebate or allowance whatsoever and if not so satisfied may refuse to register the instrument of transfer.

(H) The restrictions on transfer contained in this Article shall not apply to:-

(a) Any transfer by CSL to any other company which is at the date of the transfer a CSL Affiliate but if any such transferee whilst it is a member shall cease to be a CSL Affiliate it shall, forthwith on such cessation, notify all the other members in writing that such event has occurred and shall be bound, if and when required and as directed in writing by Starstream or any other Starstream Affiliate being a member forthwith either to give a transfer notice in respect of all the shares held by it in accordance with paragraph (A) above or to complete a transfer of such shares to another CSL Affiliate.

(b) Any transfer by Starstream to any other company which is at the date of the transfer a Starstream Affiliate but if any such transferee whilst it is a member shall cease to be a Starstream Affiliate it shall, forthwith on such cessation, notify all the other members in writing that such event has occurred and shall be bound if and when required and as directed in writing by CSL or any other CSL Affiliate being a member forthwith either to give a transfer notice in respect of all the shares held by it in accordance with paragraph (A) above or to complete a transfer of such shares to another Starstream Affiliate.

(I) For the purpose of ensuring that a transfer of shares is a transfer authorised pursuant to paragraph (H) above or that no circumstances have arisen whereby a transfer notice is required to be given hereunder, the directors may from time to time require any member or any person named as transferee in any transfer lodged for registration to furnish to the Company such information and evidence as the directors may think fit regarding any matter which they may deem relevant to such purpose. Failing such information or evidence being furnished to the satisfaction of the directors within 14 days after such request or such longer period as may be specified by the directors, the directors shall be entitled to refuse to

register the transfer in question or (in the case no transfer is in question) to require by notice in writing that a transfer notice be given in respect of the shares concerned. If such information or evidence discloses that a transfer notice ought to have been given in respect of any shares the directors may by notice in writing require that a transfer notice be given in respect of the shares concerned and the provisions of paragraphs (A) to (G) inclusive shall apply thereto (other than the proviso to sub-paragraph (E)(i) above).

- (J) In any case where the directors have duly required a transfer notice to be given in respect of any shares and such transfer notice is not duly given within a period of 14 days or such longer period as the directors may allow for the purpose, such transfer notice shall (except and to the extent that a transfer of any such shares permitted pursuant to paragraph (H) above shall have been lodged) be deemed to have been given on the expiry of the said period and the provisions of this Article relating to transfer notices (other than the proviso to sub-paragraph (E)(i) above) shall take effect accordingly.

10. (A) Notwithstanding any other provisions of these Articles the directors may decline to register any transfer or transfers of any share or shares in the Company if it appears to the directors after notification to and consultation with the appropriate authorities that such transfer or transfers if registered would constitute a breach of the terms of or would be likely to give rise to the revocation, variation or modification of any licence or consent granted to, or refusal of any application for a licence or consent by, the Company under the Telecommunications Act 1984, the Cable and Broadcasting Act 1984, the Wireless Telegraphy Acts 1949 to 1967 (or any statutory modifications or re-enactments thereof) or under any enactment or regulation now or hereafter in respect of broadband cable television and/or satellite master antennae television systems and/or over the air pay television systems and/or microwave video distribution systems whether by reason of the identity of the transferee or by reason of the number of shares comprised in the transfer or transfers or for any other reason.

- (B) Without prejudice to the provisions of sub-paragraph (A) but above notwithstanding any other provisions of these Articles, no member may transfer any shares (hereinafter called "the Specified Shares") or any interest therein to any

person (other than to CSL, Starstream, any CSL Affiliate and/or any Starstream Affiliate) resulting in that person together with any person acting in concert with him (as such phrase is defined in the volume published on 26th January 1988 of The City Code on Takeovers and Mergers) holding shares in the Company entitling the holder (or holders, as appropriate) to more than 50 per cent in aggregate of the votes attributable on a poll to the entire issued share capital of the Company except in a case where the transferee makes or procures to be made a written offer (open for acceptance in England for a period of 21 days and with adequate security as to the performance of the obligations of the offeror) to all the members to purchase all the issued shares in the capital of the Company at a cash price per share at least equal to the price offered or paid or payable by the proposed transferee for the Specified Shares. If any member accepts the offer from or procured by the transferee the purchase of the shares in question shall be completed within 15 days of expiry of the offer at a place and time to be appointed by the directors.

- (C) Any purported sale or transfer or disposal or acquisition of any share or any interest in any share in contravention of the foregoing provisions shall be a nullity.
- (D) With the consent in writing of the holders of all the shares in the capital of the Company giving the right to attend and vote at General Meetings, the foregoing provisions of of this Article and/or Article 9 may be waived in whole or in part in respect of any particular transfer of shares.

#### GENERAL MEETINGS

- 11. No business shall be transacted at any General Meeting (including any adjournment) unless a quorum of members is present at the time when the meeting proceeds to business and the business is voted upon; save as herein otherwise provided two members (of whom at least one shall be CSL or a CSL Affiliate and at least one shall be Starstream or a Starstream Affiliate) present in person or by proxy shall be a quorum. If within fifteen minutes from the time appointed for a General Meeting (or such longer interval as the chairman of the meeting may think fit to allow) a quorum is not present, the meeting shall be adjourned to the same day in the next week, at the same time and place or to such other day and at such other time and place as the chairman of the meeting may determine and in the latter case not less than seven days' notice of the adjourned meeting shall be given in like manner as in the

case of the original meeting. At the adjourned meeting any member present in person or by proxy shall be a quorum.

12. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by the chairman or by any member present in person or by proxy and entitled to vote, and a demand by a person as proxy for a member shall be the same as a demand by the member, provided that:-
  - (A) for so long as CSL (and/or any CSL Affiliate) shall hold shares entitling the holders to at least 16.6 per cent of the votes exercisable at a general meeting of the members of the Company for the time being no share other than a share held by CSL (and/or any CSL Affiliate) shall confer any right to vote either on a show of hands or on a poll upon a resolution for the appointment or removal from office of a CSL Director (as defined in Article 23(A) hereof); and
  - (B) for so long as Starstream (and/or any Starstream Affiliate) shall hold shares entitling the holders to at least 16.6 per cent of the votes exercisable at a general meeting of the members of the Company for the time being no share other than a share held by Starstream (and/or any Starstream Affiliate) shall confer any right to vote either on a show of hands or on a poll upon a resolution for the appointment or removal from office of a Starstream Director (as defined in Article 23(C) hereof).
13. The Chairman shall not have a casting vote on an equality of votes, whether on a show of hands or on a poll at any general meeting.
14. For the purpose of regulation 53 in Table A a director or secretary of a corporation which is for the time being a member shall be deemed to be a person authorised to execute a resolution on behalf of that corporation.
15. A proxy shall be entitled to vote on a show of hands and regulation 54 in Table A shall be modified accordingly.

#### DIRECTORS

16. Unless otherwise determined by the Company by ordinary resolution, the directors (disregarding alternate directors) shall be not less than six nor more than ten in number. Regulation 64 in Table A shall be modified accordingly.
17. A director shall not be required to hold any qualification shares in the Company, but nevertheless shall be entitled

to attend and speak at any general meeting and at any separate general meeting of the holders of any class of shares in the capital of the Company.

18. The directors shall be entitled to remuneration by way of fees for their services as directors in an aggregate amount not exceeding £5,000 in aggregate per annum or such other higher amount as may be determined by special resolution of the Company such remuneration to be divided amongst the directors as they may by resolution determine, or in default of agreement, equally. Regulation 82 in Table A shall be modified accordingly.

#### ALTERNATE DIRECTORS

19. Each director shall have the power from time to time to appoint any other director or any other person to act as an alternate director and may remove from office an alternate director as appointed by him. Regulation 65 in Table A shall be modified accordingly.
20. (A) The remuneration of an alternate director shall be payable out of the remuneration payable to the director appointing him and shall consist of such part (if any) of such remuneration as shall be agreed between the alternate director and the director appointing him. Regulation 66 in Table A shall be modified accordingly.
- (B) The alternate director shall benefit from the indemnity set out in Article 26.

#### DIRECTORS' INTERESTS

21. Subject to the provisions of Part X of the Act a director may be interested directly or indirectly in any contract or arrangement with the Company or with any other company in which the Company may be interested and he may hold and be remunerated in respect of any office or place of profit (other than the office of auditor of the Company or any subsidiary thereof) under the Company or any such other company and he or any firm of which he is a member may act in a professional capacity for the Company or any such other company and be remunerated therefor. Regulation 85 in Table A shall be modified accordingly.

#### PROCEEDINGS OF DIRECTORS

22. (A) The quorum for a meeting of the directors or of any committee thereof shall throughout the meeting be two directors, of whom at least one shall be a CSL Director and one a Starstream Director. Regulation 89 shall be modified accordingly.



- (B) Any director or member of a committee of the directors may participate in a meeting of the directors or such committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting.
- (C) At any board meeting or meeting of a committee of the directors:- (a) all of the CSL Directors present and all of the Starstream Directors present shall be respectively entitled to one vote per share in the capital of the Company held respectively by CSL (and/or the CSL Affiliates) and Starstream (and/or the Starstream Affiliates); (b) any director not being a CSL Director or a Starstream Director shall have no vote; and (c) the Chairman shall not have a second or casting vote and Regulation 88 of Table A shall be modified accordingly.

#### APPOINTMENT AND DISQUALIFICATION OF DIRECTORS

23. (A) For so long as CSL (and/or any CSL Affiliate) shall hold shares entitling the holders to 16.6 per cent. or more of the votes exercisable at a general meeting of the members of the Company for the time being CSL (and/or any CSL Affiliate) shall be entitled by notice in writing lodged at the registered office of the Company to appoint four persons as directors. Each person holding office pursuant to this paragraph (A) is herein called a "CSL Director".
- (B) Each CSL Director shall hold office subject to Regulation 81 of Table A as modified by Article 25 hereof and may at any time be removed from office by CSL (and/or any CSL Affiliate) by notice in writing lodged as aforesaid.
- (C) For so long as Starstream (and/or any Starstream Affiliate) shall hold shares entitling the holders to 16.6 per cent or more of the votes exercisable at a general meeting of the members of the Company for the time being Starstream (and/or any Starstream Affiliate) shall be entitled by notice in writing lodged at the registered office of the Company to appoint four persons as directors. Each person holding office pursuant to this paragraph (C) is herein called a "Starstream Director".
- (D) Each Starstream Director shall hold office subject to Regulation 81 of Table A as modified by Article 25 hereof and may at any time be removed from

Office by Starstream (and/or any Affiliate of Starstream) by notice in writing lodged as aforesaid.

24. The Company may by ordinary resolution appoint any person to be a director either to fill a vacancy or as an additional director. Without prejudice thereto the directors shall have power at any time so to do, but so that in either case the total number of directors shall not thereby exceed the maximum number (if any) fixed by or in accordance with these Articles. Any person so appointed by the directors shall hold office only until the next Annual General Meeting and shall then be eligible for re-election.
25. Regulation 81(a) in Table A shall not apply if the absent director shall have appointed an alternate director who has not been similarly absent during the period referred to therein.

#### INDEMNITY

26. Every director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all costs, charges, losses, expenses and liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 144 or Section 727 of the Act in which relief is granted to him by the court, and no director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect insofar as its provisions are not avoided by Section 310 of the Act.

No. of Company: 623197

The Companies Act 1985

COMPANY LIMITED BY SHARES

RESOLUTION

OF

CABLE AND SATELLITE TELEVISION HOLDINGS LIMITED

Passed on 30th March 1993

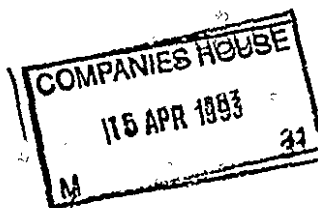
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At an EXTRAORDINARY GENERAL MEETING of the above named Company duly convened and held at 72 Sandringham Road, Swindon on 30th March 1993 at 5.30 p.m. the following Special Resolution was passed viz:

THAT the Articles of Association contained in the printed document submitted to this meeting and signed for the purposes of identification by the Chairman of the Meeting be and hereby adopted as the Articles of Association of the Company in substitution for and to the exclusion of the Company's existing Articles of Association.

Dated the 30th day of March 1993

  
Jill O'Brien  
Secretary



ref mcn17

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

CABLE AND SATELLITE TELEVISION HOLDINGS LIMITED

(as adopted by a special Resolution of the Company  
dated 30th March 1993)

PRELIMINARY

1. In these Articles and in Table A:-

- "the Act" means the Companies Act 1985 (as amended by the Companies Act 1989) and every statutory modification or re-enactment thereof for the time being in force.
- "substantive shareholder" means any person or company which is the registered holder of at least 150,000 fully paid up Ordinary shares in the share capital of the company.
- "affiliate" means a company which is a Subsidiary or holding Company of any substantive shareholder (as the case may be) or a Subsidiary of such Holding Company.
- "Holding Company" means a holding company as defined in Section 736 of the Act.
- "Subsidiary" means a subsidiary as defined in Section 736 of the Act.
- "Table A" means Table A in the companies (Tables A-F) Regulations 1985 as amended by Companies (Tables A to F) (Amendment) Regulations 1985.

ref aoa2



2. (A) Subject as hereinafter provided, the regulations contained in Table A shall apply to the Company.

(B) Regulations 2, 17, 24, 39, 40, 46, 50, 73-80 inclusive, 96 and 118 in Table A shall not apply to the Company, but the Articles hereinafter contained and the remaining regulations of Table A, save as they are not excluded or varied hereby and are not inconsistent with the provisions hereinafter appearing, shall constitute the regulations of the Company.

#### SHARE CAPITAL

3. (A) The share capital of the Company (at the date of adoption of these Articles) is £2,000,000 divided into 2,000,000 ordinary shares of £1 each. Unless otherwise determined by special resolution of the company in general meeting, subject as provided in paragraphs (C), (D) and (E) any unissued shares in the capital of the Company for the time being shall before they are issued be offered to all the holders of shares in the Company in proportion to the amounts (excluding any premium paid on subscription) paid up on the shares held by them respectively (and such offer shall be at the same price and on the same terms to each such holder). Such offer shall be made by notice specifying the number of shares offered, the proportionate entitlement of the relevant member, the price per share and limiting a period (not being less than 30 days) within which the offer, if not accepted, will be deemed to be declined and after the expiration of such period the directors shall offer the shares so declined to the persons who have, within the same period, accepted all the shares offered to them in the same manner as the original offer and limited by a period of not less than 14 days. If any shares comprised in such further offer are declined or deemed to be declined such further offer shall be withdrawn in respect of such shares. At the expiration of the time limited by the notice(s) the directors shall allot the shares so offered to or amongst the members who have notified their willingness to take all or any of such shares in accordance with the terms of the offer. No members shall be obliged to take more than the maximum number of shares he has indicated his willingness to take. Section 89(1) and sub-sections (1) to (6) of Section 90 of the Act shall not apply to the Company.

(B) Any shares not accepted pursuant to paragraph (A) or not capable of being so offered except by way of fractions and any shares released from the provisions of this Article by special resolution as therein specified shall, subject to the provisions of Section 80 of the Act, be at the disposal of the directors who may allot, grant options over or otherwise dispose of them to such persons at such times and generally on such terms and conditions as they think proper, provided that no shares shall be issued at a discount and provided further that, in the case of shares not accepted as aforesaid, such shares shall not be disposed of on terms which are more favourable to the subscribers thereof than the terms on which they were offered to the members.

(C) The discretion of the directors contained in paragraph (B) as to the allotment and disposal of and granting of any option over the Company's shares shall in any event be subject to the provisions of any agreement relating thereto binding on the Company for the time being and any directions contained in any resolution creating such shares.

(D) Save with the written consent of all members holding shares for the time being no shares shall be allotted on terms that the right to take up the shares allotted may be renounced in favour, or assigned to another, and no person entitled to the allotment of a share may direct that such share be allotted or issued to any other person.

(E) Provided always that notwithstanding anything herein contained or implied no unissued share in the Capital of the Company, with and subject to whatever rights and restrictions, shall be allotted or issued or made the subject of any option without the prior written consent of all members holding shares for the time being.

#### 4. Nil

#### LIEN

5. The lien conferred by Regulation 8 in Table A shall apply to all shares of the Company 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 registered holder thereof or one of several joint holders. The said Regulation 8 shall be modified accordingly.

#### CALLS AND FORFEITURE

6. (A) Those sums due and payable which shall be deemed due and payable by virtue of a call shall be increased by the addition to Regulation 16 in Table A, after the words "instalment of a call", of the words "or otherwise, or whether in respect of non payment of any monies owing by any shareholder to the Company payable (or made payable by virtue of a notice requiring payment) at a fixed time,".

(B) The liability of any member in default in respect of a call shall be increased by the addition at the end of the first sentence of Regulation 18 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

#### TRANSMISSION OF SHARES

7. The directors may at any time give notice requiring any person entitled to a share by reason of the death or bankruptcy of the holder thereof to elect either to be registered himself in respect of the share or to transfer the share and if the notice is not complied with within 60 days the directors may thereafter withhold payment of all dividends, bonuses or or other monies payable in respect of the share until the requirements of the notice have been complied with. Regulation 31 in Table A shall be modified accordingly.

## TRANSFER OF SHARES

8. The directors shall not register any transfer of any share, whether or not it is a fully paid share, except such a transfer as is authorised pursuant to the provisions of Article 9 below.

9. No shares nor any interest therein shall be transferred or disposed of to any person otherwise than in accordance with the subsequent provisions of this Article:-

(A) Before transferring or disposing of any shares or any interest in any shares the person proposing to transfer or dispose of the same ("the proposing transferor") shall give notice in writing ("the transfer notice") to the Company that he desires to transfer the same. The transfer notice shall constitute the Company his agent for the sale of the shares therein mentioned (together with all rights then attached thereto) at the prescribed price per share (as determined in accordance with paragraph (B) of this Article) during the prescribed period (as determined in accordance with paragraph (C) of this Article) to any member or to any other person including the Company and shall not be revocable except with the consent of the directors.

(B) If not more than one month before the date on which the transfer notice was given the proposing transferor and the directors shall have agreed a price per share as representing the fair value thereof or as being acceptable to the proposed transferor and not more than the fair value then such price shall be the prescribed price (subject to the deduction therefrom of any dividend or other distribution declared or made after such agreement and prior to the said date). Otherwise, upon the giving of the transfer notice the directors shall request the auditors for the time being of the Company to determine and certify the sum per share considered by them to be the fair value thereof as at the said date and the sum per share so determined and certified shall be the prescribed price. For the purposes of such determination, the said auditors shall value the Company on a going concern basis between a willing seller and a willing buyer and without having regard to the fact that the shares being valued may represent a majority or a minority interest in the Capital of the Company. The said auditors shall act hereunder (the cost and expense of the auditors in that regard being borne equally between the proposing transferor and the purchaser (as such term is hereinafter defined) as experts and not as arbitrators and their determination shall be final and binding on all persons concerned.

(C) If the prescribed price was agreed as aforesaid prior to the date of the transfer notice, the prescribed period shall commence on such date and expire two months thereafter. Otherwise, the prescribed period shall commence on such date and expire two months after the date on which the said auditors shall have notified the directors of their determination of the prescribed price pending which the directors shall defer the making of the offer hereinafter mentioned.

(D) All shares included in any transfer notice shall first by notice in writing be offered by the Company to all members holding shares (other than the member to whose shares the transfer notice relates) for the purchase at the prescribed price on the terms that in the case of competing offers the shares so offered shall (in accordance with but subject to the provisions of paragraph (E)(i) below) be sold to the acceptors in proportion (as nearly as may be without involving fractions or increasing the number sold to any member beyond to that applied for by him) to their existing holding of shares. Such offer shall limit the period (not being less than twenty one days and ending at least seven days prior to the end of the prescribed period) within which it must be accepted or in default will lapse. Acceptances of offers shall not be revocable except with the consent of the directors.

(E) (i) If the Company shall within the prescribed period find members or the Company itself (such members, or the Company (as the case may be) together hereinafter referred to as the "purchasers") to purchase the shares concerned or any of them and give notice in writing thereof to the proposing transferor he shall be bound, upon payment of the prescribed price, to transfer such shares to the respective purchasers. Every such notice shall state the name and address of the purchaser and the number of shares agreed to be purchased by him and the purchase shall be completed at a place and time to be appointed by the directors not being less than three days nor more than ten days after the date of such notice, provided that if the transfer notice shall state that the proposing transferor is not willing to transfer part only of the shares concerned this paragraph shall not apply unless the Company shall have found purchasers for the whole of such shares.

(ii) The proposing transferor shall enter into such contract with the purchasers for the purposes of selling the sale shares to the purchasers and shall take such other action as shall be required by the Act and requested by the directors and the members shall procure the passing of such resolution to approve such contract and the doing of any other things as shall be required by the Act.

(F) If a proposing transferor shall fail or refuse to transfer any shares to a purchaser hereunder the directors may authorise any person to execute and deliver on his behalf the necessary transfer and the Company may receive the purchase money in trust for the proposing transferor and cause the purchaser to be registered as the holder of such shares. The receipt of the Company for the purchase money shall be good discharge to the purchaser (who shall not be bound to see the application thereof) and after the purchaser has been registered in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person.



(G) If the Company shall not within the prescribed period find purchasers willing to purchase all the shares or (except where the proviso to paragraph (E)(i) of this article applies) part of the shares and gives notice in writing thereof to the proposing transferor, or if the Company shall within the prescribed period give to the proposing transferor notice in writing that the Company has no prospect of finding purchasers of such shares, the proposing transferor at any time thereafter up to the expiration of two months after the end of the prescribed period shall be at liberty to seek or procure an offer or offers for the said shares from any third party or third parties and to transfer those shares for which the Company has not within the prescribed period given notice that it has found (or has given notice that it has no prospect of finding) purchasers to any person on a bona fide sale at any price not being less than the prescribed price (after deducting, where appropriate, any dividend or other distribution declared or made after the date of the date of the transfer notice and to be retained by the proposing transferor), provided that:-

(i) if the transfer notice shall state that the proposing transferor is not willing to transfer part only of the shares concerned he shall not be entitled hereunder to transfer any of such shares unless in aggregate the whole of such shares is transferred; and

(ii) the directors may require to be satisfied that such shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer without any deduction, rebate or allowance whatsoever and if not so satisfied may refuse to register the instrument of transfer.

(H) The restrictions on transfer contained in this Article shall not apply to any transfer by a substantive shareholder to any other company which is at the date of the transfer an Affiliate of that substantive shareholder but if any such transferee whilst it is a member shall cease to be an affiliate of that substantive shareholder it shall, forthwith on such cessation, notify all the other members in writing that such an event has occurred and shall be bound, if and when required and as directed in writing by any other substantive shareholder or an affiliate of that substantive shareholder being a member forthwith either to give a transfer notice in respect of all shares held by it in accordance with paragraph (A) above or to complete a transfer of such shares to another of its affiliates.

(I) For the purposes of ensuring that a transfer of shares is a transfer authorised pursuant to paragraph (H) above or that no circumstances have arisen whereby a transfer notice is required to be given hereunder, the directors may from time to time require any member or any person named as transferee in any transfer lodged for registration to furnish to the Company such information and evidence as the directors may think fit regarding any matter which they may deem relevant to such purpose. Failing such information or evidence being furnished to the satisfaction of the directors within 14 days after such request or such longer period as may be specified by the directors, the directors shall be entitled to refuse to register the transfer in question or (in the case no transfer is in question) to require by notice in writing that a transfer notice be given in respect of the shares concerned. If such information or evidence discloses that a transfer notice ought to have been given in respect of any shares the directors may by notice in writing require that a transfer notice be given in respect of the shares concerned and the provisions of paragraph (A) to (G) inclusive shall apply thereto (other than the proviso to sub-paragraph (E)(i) above).

(J) In any case where the directors have duly required a transfer notice to be given in respect of any shares and such transfer notice is not duly given within a period of 14 days or such longer period as the directors may allow for the purpose, such transfer notice shall (except and to the extent that a transfer of any shares permitted pursuant to paragraph (H) above shall have been lodged) be deemed to have been given on the expiry of the said period and the provision of this Article relating to transfer notices (other the proviso to sub-paragraph (E)(i) above) shall take effect accordingly.

10. (A) Notwithstanding any other provisions of these Articles the directors may decline to register any transfer or transfers of any share or shares in the Company if it appears to the directors after notification to and consultation with the appropriate authorities that such transfer or transfers if registered would constitute a breach of the terms of or would be likely to give rise to the revocation, variation or modification of any of any licence or consent granted to, or refusal of any application for a licence or consent by, the Company under the Telecommunications Act 1984, the Cable and Broadcasting Act 1984, the Wireless Telegraphy Acts 1949 to 1967 (or any statutory modifications or re-enactments thereof) or under any enactment or regulation now or hereafter in respect of broadband cable television and/or satellite master antennae television systems and/or microwave video distribution systems whether by reason of the identity of the transferee or by reason of the number of shares comprised in the transfer or transfers or for any other reason.

(B) Without prejudice to the provisions of sub-paragraph (A) above but notwithstanding any other provisions of these Articles, no member may transfer any shares (hereinafter called "the Specified Shares") or any interest therein to any person (other than to a substantive shareholder or its affiliate) resulting in that person together with any person acting in concert with him (as such phrase is defined in the volume published on 26th January 1988 of The City Code on Takeovers and Mergers) holding shares in the Company entitling the holder (or holders, as appropriate) to more than 50 per cent in aggregate of the votes attributable on a poll to the entire issued share capital of the Company except in a case where the transferee makes or procures to be made a written offer (open for acceptance in England for a period of 21 days and with adequate security as to the performance of the obligations of the offeror) to all the members to purchase all the issued shares in the Capital of the Company at a cash price per share at least equal to the price offered or paid or payable by the proposed transferee for the Specified Shares. If any member accepts the offer from or procured by the transferee the purchase of the shares in question shall be completed within 15 days of expiry of the offer at a place and time to be appointed by the directors.

(C) Any purported sale or transfer or disposal or acquisition of any share or any interest in any share in contravention of the foregoing provisions shall be a nullity.

(D) with the consent in writing of the holders of all the shares in the Capital of the Company giving the right to attend and vote at General Meetings, the foregoing provisions of this article and/or Article 9 may be waived in whole or in part in respect of any particular transfer of shares.

#### GENERAL MEETINGS

11. No business shall be transacted at any General Meeting (including any adjournment) unless a quorum of members is present at the time when the meeting proceeds to business and the business is voted upon; save as herein otherwise provided three members (being each of the substantive shareholders or its respective affiliate) present in person or by proxy shall be a quorum. If within fifteen minutes from the time appointed for a General Meeting (or such longer interval as the chairman of the meeting may think fit to allow) a quorum is not present, the meeting shall be adjourned to the same day in the next week, at the same time and place or to such other day and at such other time and place as the chairman of the meeting may determine and in the latter case not less than seven days' notice of the adjourned meeting shall be given in like manner as in the case of the original meeting. At the adjourned meeting any member present in person or by proxy shall be a quorum.

12. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on declaration of the result of the show of hands) demanded by the chairman or by any member present in person or by proxy and entitled to vote, and a demand by a person as proxy for a member shall be the same as a demand by the member, provided that no share other than a share held by a substantive shareholder (or its affiliate) shall confer any right to vote either on a show of hands or on a poll upon a resolution for the appointment or removal from office of a Director representing that substantive shareholder (or its affiliate).

13. The Chairman shall not have a casting vote on an equality of votes, whether on a show of hands or on a poll at any general meeting.

14. For the purposes of regulation 53 in Table A a director or secretary of a corporation which is for the time being a member shall be deemed to be a person authorised to execute a resolution on behalf of that corporation.

15. A proxy shall be entitled to vote on a show of hands and regulation 54 in Table A shall be modified accordingly.

#### DIRECTORS

16. Unless otherwise determined by the company by ordinary resolution, the directors (disregarding alternate directors) shall be not less than six nor more than ten in number. Regulation 64 in Table A shall be modified accordingly.

17. A director shall not be required to hold any qualification shares in the company, but nevertheless shall be entitled to attend and speak at any general meeting and at any separate general meeting of the holders of any class of shares in the capital of the Company.

18. Nil

#### ALTERNATE DIRECTORS

19. Each director shall have the power from time to time to appoint any other director or any other person to act as an alternate director and may remove from office an alternate director as appointed by him. Regulation 65 in Table A shall be modified accordingly.

20. The alternate director shall benefit from the indemnity set out in Article 26.

### DIRECTORS' INTERESTS

21. Subject to the provisions of Part X of the Act a director may be interested directly or indirectly in any contract or arrangement with the Company or with any other company in which the Company may be interested and he may hold and be remunerated in respect of any office or place of profit (other than the office of auditor of the Company or any subsidiary thereof) under the Company or any such other company and he or any firm of which he is a member may act in a professional capacity for the Company or any such other company and be remunerated therefore. Regulation 85 in Table A shall be modified accordingly.

### PROCEEDINGS OF DIRECTORS

22. (A) The quorum for a meeting of the directors or of any committee thereof shall throughout the meeting be three directors, representing one each of the substantive shareholders. Regulation 89 shall be modified accordingly.

(B) Any director or member of a committee of the directors may participate in a meeting of the directors or such committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting.

(C) At any board meeting or meeting of a committee of the directors :- (a) all of the directors representing substantive shareholders present shall be respectively entitled to one vote per share in the capital of the Company held respectively by the respective substantive shareholder (or its affiliate); (b) any Director not representing a substantive shareholder shall have no vote and (c) the Chairman shall not have a second or casting vote and Regulation 88 of Table A shall be modified accordingly.

### APPOINTMENT AND DISQUALIFICATION OF DIRECTORS

23. Each substantive shareholder shall be entitled by notice in writing lodged at the registered office of the Company appoint one person as a Director. Each such director shall hold office subject to Regulation 81 of Table A as modified by Article 25 hereof and may at any time be removed from office only by the respective substantive shareholder (and/or its affiliate) by notice in writing lodged as aforesaid.

24. The Company may by ordinary resolution appoint any person to be a director either to fill a vacancy or as an additional director. Without prejudice thereto the directors shall have power at any time so to do, but so that in either case the total number of directors shall not thereby exceed the maximum number (if any) fixed by or in accordance with these Articles. Any person so appointed by the directors shall hold office only until the next Annual General Meeting and shall then be eligible for re-election.

25. Regulation 81(a) in Table A shall not apply if the absent director shall have appointed an alternate director who has not been similarly absent during the period referred to therein.

#### INDEMNITY

26. Every director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all costs, charges, losses, expenses and 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 judgement 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 be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect insofar as its provisions are not avoided by Section 310 of the Act.

#### RESOLUTIONS REQUIRING AGREEMENT OF ALL THE SUBSTANTIVE SHAREHOLDERS

27. Each of the substantive shareholders undertakes to each other that it will procure to the extent of its respective rights from time to time to vote as shareholders and/or directors (as the case may be) that without a resolution of the directors duly passed and in favour of which all of the directors appointed by the Substantive Shareholders and/or their respective alternates, shall have voted no resolution, decision or action shall be passed, made or taken by the Company in relation to any of the matters referred to in this Article.

(A) Any increase, reduction, consolidation, conversion, sub-division, cancellation, redemption or purchase by the Company in or of any shares or share capital of the Company or any creation, allotment or issue of further shares or any instrument convertible into shares of the Company.

(B) Any resolution altering the classification of the shares of the Company or the rights pertaining to such shares.

(C) The consolidation, merger or amalgamation of the Company with any other company, association, partnership or entity.

(D) Any application for any shares in the capital of the Company to be admitted to the official list of the stock exchange or to be dealt with on the unlisted securities market or traded on the third market or to dealings on any recognised investment exchange (as defined in the financial services act 1986).

(E) Any offer or grant by the Company of any option over the whole or any part of the share capital of the Company whether issued or unissued.

(F) Any expansion, development or diversification of the business of the Company unless effected through the Company or through any wholly owned subsidiary of the Company.

(G) Any resolution for the voluntary winding up of the Company.

(H) The entry into or variation of any agreement or arrangement with any Substantive Shareholder or any person connected with a substantive shareholder and/or its affiliate.

28. Each of the substantive shareholders undertakes with the other:

(A) to exercise all voting rights and powers of control available to it in relation to the Company so as to give full effect to the provisions of the Memorandum and Articles of Association.

(B) to procure that any other necessary party shall execute all such documents and do all acts and other things as may reasonably required to give effect to the provisions of the Memorandum and Articles of Association.

(C) generally to use its best endeavours to promote the business and interests of the Company.

(D) to act at all times in good faith in its relations and dealings (as a result of being a substantive shareholder) with the other substantive shareholders.

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COMPANY NUMBER: 623197

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

OF

CABLE AND SATELLITE TELEVISION HOLDINGS LIMITED

(PASSED 15<sup>th</sup> December 1993)

AT an Extraordinary General Meeting of the above-named company duly convened and held on the 15<sup>th</sup> day of December 1993 at 11.15 a.m/p.m the following resolution was proposed and carried unanimously as a special resolution of the Company:-

SPECIAL RESOLUTION

That the Articles of Association contained in the printed document produced to the meeting marked "A" and for the purpose of identification signed by the chairman thereof be and the same are approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of all the existing Articles of Association of the Company.

  
CHAIRMAN





CABLE SATELLITE TELEVISION  
HOLDINGS LIMITED

=====

ARTICLES  
OF  
ASSOCIATION

=====



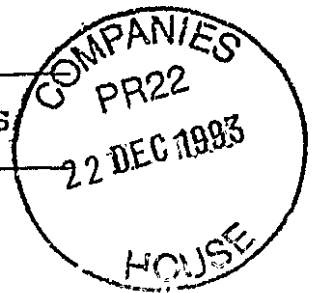
EVERSHEDS PHILLIPS & BUCK  
FITZALAN HOUSE  
FITZALAN ROAD  
CARDIFF  
CF2 1XZ

The Companies Act 1985

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION  
of

CABLE SATELLITE TELEVISION HOLDINGS LIMITED



(Adopted by Special Resolution dated 15th December 1993)

1. Preliminary

The regulations contained in Table A to any Companies Act or Companies (Consolidation) Act prior to the Companies Act 1985 shall not apply to the Company. The regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 in force at the time of adoption of these Articles (a copy of such Table being attached to these Articles and hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied by these Articles and such regulations (save as so excluded or varied) and these Articles shall be the regulations of the Company.

2. Interpretation

In these Articles and in Table A the following expressions have the following meanings unless inconsistent with the context:-

"the Act"	the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force.
"these Articles"	these Articles of Association, whether as originally adopted or as from time to time altered by special resolution.

"clear days"

in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.

"the directors"

the directors for the time being of the Company or (as the context shall require) any of them acting as the board of directors of the Company.

"executed"

includes any mode of execution.

"the holder"

in relation to shares means the member whose name is entered in the register of members as the holder of the shares.

"office"

the registered office of the Company.

"seal"

the common seal of the Company (if any).

"secretary"

the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary.

"share"

includes any interest in a share.

"the United Kingdom"

Great Britain and Northern Ireland.

Unless the context otherwise requires, words or expressions contained in these Articles and in Table A bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these Articles become binding on the Company. Regulation 1 of Table A shall not apply to the Company.

### 3. Share Capital

3.1 The authorised share capital of the Company at the

time of adoption of these Articles is £2,000,000 divided into 2,000,000 ordinary shares of £1.00 each.

3.2 No shares comprised in the authorised share capital of the Company from time to time shall be issued without the consent in writing of the holder or holders (in aggregate) of a majority of the voting rights in the Company (within the meaning of section 736A(2) of the Act) nor shall any share be issued at a discount or otherwise be issued in breach of the provisions of these Articles or of the Act.

3.3 Regulation 4 of Table A and, in accordance with section 91(1) of the Act, sections 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to the Company.

4. Lien

The Company shall have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the Company. Regulation 8 of Table A shall be modified accordingly.

5. Calls on shares and forfeiture

There shall be added at the end of the first sentence of regulation 18 of Table A, so as to increase the liability of any member in default in respect of a call, the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

6. Transfer of shares

The first sentence in regulation 24 of Table A shall not apply to the Company. The words "They may also" at the beginning of the second sentence of that regulation shall be replaced by the words "The directors may".

7. General meetings

The directors may call general meetings and regulation 37 of Table A shall not apply to the Company.

8. Notice of general meetings

- 8.1 A notice convening a general meeting shall be required to specify the general nature of the business to be transacted only in the case of special business and regulation 38 of Table A shall be modified accordingly. The words "or a resolution appointing a person a director" and paragraphs (a) and (b) in regulation 38 of Table A shall be deleted and the words "in accordance with section 369(3) of the Act" shall be inserted after the words "if it is so agreed" in that regulation.
- 8.2 All business shall be deemed special that is transacted at an extraordinary general meeting, and also all that is transacted at an annual general meeting with the exception of declaring a dividend, the consideration of the profit and loss account, balance sheet, and the reports of the directors and auditors, the appointment of and the fixing of the remuneration of the auditors and the giving or renewal of any authority in accordance with the provisions of section 80 of the Act.
- 8.3 Every notice convening a general meeting shall comply with the provisions of section 372(3) of the Act as to giving information to members in regard to their right to appoint proxies; and notices of and other communications relating to any general meeting which any member is entitled to receive shall be sent to the directors and to the auditors for the time being of the Company.

9. Proceedings at general meetings

- 9.1 The words, "save that, if and for so long as the Company has only one person as a member, one member present in person or by proxy shall be a quorum" shall be added at the end of the second sentence of regulation 40 of Table A.
- 9.2 If a quorum is not present within half an hour from the time appointed for a general meeting the general meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the directors may determine; and if at the adjourned general meeting a quorum is not present within half an hour from the time appointed therefor the member or members present in person or by proxy or (being a

body corporate) by representative and entitled to vote upon the business to be transacted shall constitute a quorum and shall have power to decide upon all matters which could properly have been disposed of at the meeting from which the adjournment took place. Regulation 41 of Table A shall not apply to the Company.

10. Votes of members

10.1 Regulation 54 of Table A shall not apply to the Company. Subject to any rights or restrictions for the time being attached to any class or classes of shares, on a show of hands every member entitled to vote who (being an individual) is present in person or by proxy (not being himself a member entitled to vote) or (being a corporate body) is present by a representative or proxy (not being himself a member entitled to vote) shall have one vote and, on a poll, every member shall have one vote for each share of which he is the holder.

10.2 The words "be entitled to" shall be inserted between the words "shall" and "vote" in regulation 57 of Table A.

10.3 A member shall not be entitled to appoint more than one proxy to attend on the same occasion and accordingly the final sentence of regulation 59 of Table A shall not apply to the Company. Any such proxy shall be entitled to cast the votes to which he is entitled in different ways.

11. Number of directors

11.1 Regulation 64 of Table A shall not apply to the Company.

11.2 The maximum number and minimum number respectively of the directors may be determined from time to time by ordinary resolution. Subject to and in default of any such determination there shall be no maximum number of directors and the minimum number of directors shall be one.

12. Alternate directors

12.1 An alternate director shall be entitled to receive notice of all meetings of the directors and of all meetings of committees of the directors of which his

appointor is a member (subject to his giving to the Company an address within the United Kingdom at which notices may be served on him), to attend and vote at any such meeting at which the director appointing him is not personally present, and generally to perform all the functions of his appointor at such meeting as a director in his absence. An alternate director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct. Regulation 66 of Table A shall not apply to the Company.

12.2 A director, or any such other person as is mentioned in regulation 65 of Table A, may act as an alternate director to represent more than one director, and an alternate director shall be entitled at any meeting of the directors or of any committee of the directors to one vote for every director whom he represents in addition to his own vote (if any) as a director, but he shall count as only one for the purpose of determining whether a quorum is present and the final sentence of regulation 88 shall not apply to the Company.

12.3 Save as otherwise provided in the regulations of the Company, an alternate director shall be deemed for the purposes specified in Article 12.1 to be a director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the director appointing him. Regulation 69 of Table A shall not apply to the Company.

13. Appointment and retirement of directors

13.1 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.

13.2 A member or members holding a majority of the voting rights in the Company (within the meaning of section 736A(2) of the Act) shall have power at any time, and from time to time, to appoint any person to be a director, either as an additional director (provided that the appointment does not cause the number of directors to exceed any number determined in

accordance with Article 11.2 as the maximum number of directors for the time being in force) or to fill a vacancy and to remove from office any director howsoever appointed. Any such appointment or removal shall be made by notice in writing to the Company signed by the member or members making the same or, in the case of a member being a corporate body, signed by one of its directors or duly authorised officers or by its duly authorised attorney and shall take effect upon lodgement of such notice at the office.

13.3 The Company may by ordinary resolution appoint any person who is willing to act to be a director, either to fill a vacancy or as an additional director.

13.4 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 in accordance with Article 11.2 as the maximum number of directors for the time being in force.

#### 14. Disqualification and removal of directors

The office of a director shall be vacated if:-

14.1 he ceases to be a director by virtue of any provision of the Act or these Articles or he becomes prohibited by law from being a director; or

14.2 he becomes bankrupt or makes any arrangement or composition with his creditors generally; or

14.3 he is, or may be, suffering from mental disorder and either:-

14.3.1 he 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

14.3.2 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

14.4 he resigns his office by notice to the Company; or

14.5 he shall for more than six consecutive months have been absent without permission of the directors from meetings of the directors held during that period and the directors resolve that his office be vacated; or

14.6 he is removed from office as a director pursuant to Article 13.2;

and regulation 81 of Table A shall not apply to the Company.

15. Gratuities and pensions

Regulation 87 of Table A shall not apply to the Company and the directors may exercise any powers of the Company conferred by its Memorandum of Association to give and provide pensions, annuities, gratuities or any other benefits whatsoever to or for past or present directors or employees (or their dependants) of the Company or any subsidiary or associated undertaking (as defined in section 27(3) of the Companies Act 1989) of the Company and the directors shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.

16. Proceedings of the directors

16.1 Whensoever the minimum number of the directors shall be one pursuant to the provisions of Article 11.2, a sole director shall have authority to exercise all the powers and discretions which are expressed by Table A and by these Articles to be vested in the directors generally and regulations 89 and 90 of Table A shall be modified accordingly.

16.2 Subject to the provisions of the Act, and provided that he has disclosed to the directors the nature and extent of any interest of his, a director notwithstanding his office:-

16.2.1 may be a party to or otherwise interested

in any transaction or arrangement with the Company or in which the Company is in any way interested;

16.2.2 may be a director or other officer of or employed by or be a party to any transaction or arrangement with or otherwise interested in any body corporate promoted by the Company or in which the Company is in any way interested;

16.2.3 may or any firm or company of which he is a member or director may act in a professional capacity for the Company or any body corporate in which the Company is in any way interested;

16.2.4 shall not by reason of his office be accountable to the Company for any benefit which he derives from such office, service or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit; and

16.2.5 shall be entitled to vote on any resolution and (whether or not he shall vote) be counted in the quorum on any matter referred to in any of Articles 16.2.1 to 16.2.4 (inclusive) or on any resolution which in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever and if he shall vote on any resolution as aforesaid his vote shall be counted.

16.3 For the purposes of Article 16.2:-

16.3.1 a general notice to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so

specified;

16.3.2 an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his; and

16.3.3 an interest of a person who is for any purpose of the Act (excluding any statutory modification not in force when these Articles were adopted) connected with a director shall be treated as an interest of the director and in relation to an alternate director an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise.

15.4 Any director (including an alternate director) may participate in a meeting of the directors or a committee of the directors of which he is a member by means of a conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting and, subject to these Articles and the Act, he shall be entitled to vote and be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting then is.

16.5 Regulation 88 of Table A shall be amended by substituting for the sentence:-

"It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom"

the following sentence:-

"Notice of every meeting of the directors shall be given to each director and his alternate, including directors and alternate directors who may for the time being be absent from the United Kingdom and have given the Company an address within the United Kingdom for service."

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

17. The seal

If the Company has a seal it shall be used only with the authority of the directors or of a committee of the directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined, every instrument to which the seal is affixed shall be signed by one director and by the secretary or another director. The obligation under regulation 6 of Table A relating to the sealing of share certificates shall only apply if the Company has a seal. Regulation 101 of Table A shall not apply to the Company.

18. Notices

18.1 In regulation 112 of Table A, the words "first class" shall be inserted immediately before the words "post in a prepaid envelope".

18.2 Where a notice is sent by first class post, proof of the notice having been posted in a properly addressed, prepaid envelope shall be conclusive evidence that the notice was given and shall be deemed to have been given at the expiration of 24 hours after the envelope containing the same is posted. Regulation 115 of Table A shall not apply to the Company.

18.3 If at any time by reason of the suspension or curtailment of postal services within the United Kingdom the Company is unable effectively to convene a general meeting by notices sent through the post, a general meeting may be convened by a notice advertised in at least one national daily newspaper and such notice shall be deemed to have been duly served on all members entitled thereto at noon on the day when the advertisement appears. In any such case the Company shall send confirmatory copies of the notice by post if at least seven days prior to the meeting the posting of notices to addresses throughout the United Kingdom again becomes practicable.

19. Winding up

In regulation 117 of Table A, the words "with the like sanction" shall be inserted immediately before the words "determine how the division".

20. Indemnity

20.1 Subject to the provisions of section 310 of the Act every director (including an alternate director) or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the lawful 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 (including an alternate 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 lawful execution of the duties of his office or in relation thereto. Regulation 118 of Table A shall not apply to the Company.

20.2 The directors shall have power to purchase and maintain at the expense of the Company for the benefit of any director (including an alternate director), officer or auditor of the Company insurance against any such liability as is referred to in section 310(1) of the Act and subject to the provisions of the Act against any other liability which may attach to him or loss or expenditure which he may incur in relation to anything done or alleged to have been done or omitted to be done as a director (including an alternate director), officer or auditor.

20.3 The directors may authorise directors of companies within the same group of companies as the Company to purchase and maintain insurance at the expense of the Company for the benefit of any director (including an alternate director), other officer or auditor of such company in respect of such liability, loss or expenditure as is referred in Article 20.2.

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Name[s], address[es] and description[s] of Subscriber[s]

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Dated:

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Witness to the above signature[s]:-

623197

NORMAN CAMBRAY FCA

18 BATH ROAD OLD TOWN SWINDON SN1 4BA

TEL: 0793 / 617407

CHARTERED ACCOUNTANT

Registered to carry on audit work and  
Authorised to carry on investment business by  
The Institute of Chartered Accountants in England and Wales

Cable and Satellite Television Holdings Limited  
Network House  
Baglan Industrial Park  
Baglan  
Port Talbot SA12 7DJ

My ref: 1162

Date : 15 December 1993

To the Directors of Cable and Satellite Television Holdings Ltd

Dear Sirs,

As requested consequent upon the change of share ownership in the company, I hereby resign as auditor of Cable and Satellite Television Holdings Limited with immediate effect.

In this connection with my ceasing to hold office as auditor, there are no circumstances which I consider should be brought to the attention of the members or creditors of the company.

In addition, I confirm there is no claim on the company in respect of any outstanding fees owed to me.

I should like to take this opportunity to wish the company and the directors every success in the future.



Yours faithfully,

A handwritten signature in cursive script, appearing to read "Norman Cambray".

NORMAN CAMBRAY FCA

FILE COPY



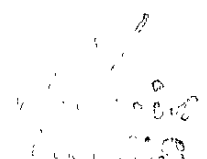
**CERTIFICATE OF INCORPORATION  
ON CHANGE OF NAME**

Company No. 623197

The Registrar of Companies for England and Wales hereby certifies that  
CABLE AND SATELLITE TELEVISION HOLDINGS LIMITED

having by special resolution changed its name, is now incorporated  
under the name of  
CABLETEL WEST GLAMORGAN LIMITED

Given at Companies House, Cardiff, the 6th April 1994

  
For the Registrar of Companies



COMPANIES HOUSE

HC006B



Company No: 623197

THE COMPANIES ACTS 1985 TO 1989  
COMPANY LIMITED BY SHARES

Written Resolutions

of

CABLE AND SATELLITE TELEVISION HOLDINGS LIMITED  
(the "Company")



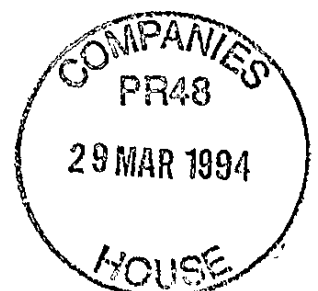
The following resolutions and elective resolutions are signed by or on behalf of all the members of the Company who at the date set out below would be entitled to attend and vote at general meetings of the Company.

IT WAS RESOLVED:

1. THAT the Company's name be changed to "CableTel West Glamorgan Limited".
2. THAT by elective resolution pursuant to section 379A of the Companies Act 1985 (the "Act"):
  - a) the Company elect to dispense with the laying of accounts and reports before the Company in general meeting in accordance with section 252 of the Act;
  - b) the Company elect to dispense with the holding of annual general meetings in accordance with section 366A of the Act;
  - c) the Company elect to dispense with the obligation to appoint auditors annually in accordance with section 386 of the Act.

.....  
for and on behalf of  
CABLETEL SOUTH WALES LIMITED  
Dated: 7/3/94 .....

L100205A



Company No: 623197

THE COMPANIES ACTS 1985 TO 1989  
COMPANY LIMITED BY SHARES

Written Resolutions

of

CABLE AND SATELLITE TELEVISION HOLDINGS LIMITED  
(the "Company")



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*[Signature]*  
.....  
for and on behalf of  
CABLETEL SOUTH WALES LIMITED  
Dated: 7/3/94

L100205A



06-03-95

**G**

COMPANIES FORM No. 225(1)

**Notice of new accounting reference date given during the course of an accounting reference period****225(1)**

Please do not write in this margin

Pursuant to section 225(1) of the Companies Act 1985 as inserted by section 3 of the Companies Act 1989

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

1. To the Registrar of Companies
- 
- (Address overleaf - Note 5)

Company number

623 197

Name of company

CABLETEL WEST GLAMORGAN LIMITED

\* Insert full name of company

**Note**

Details of day and month in 2, 3 and 4 should be the same. Please read notes 1 to 5 overleaf before completing this form.

2. gives notice that the company's new accounting reference date on which the current accounting reference period and each subsequent accounting reference period of the company is to be treated as coming, or as having come, to an end is

Day Month

3 1 1 2

3. The current accounting reference period of the company is to be treated as [shortened][extended]† and [is to be treated as having come to an end][will come to an end]† on

Day Month Year

3 1 1 2 1 9 9 4

† delete as appropriate

4. If this notice states that the current accounting reference period of the company is to be extended, and reliance is being placed on the exception in paragraph (a) in the second part of section 225(4) of the Companies Act 1985, the following statement should be completed:

The company is a [subsidiary][parent]† undertaking of

\_\_\_\_\_, company number \_\_\_\_\_

the accounting reference date of which is \_\_\_\_\_

5. If this notice is being given by a company which is subject to an administration order and this notice states that the current accounting reference period of the company is to be extended AND it is to be extended beyond 18 months OR reliance is not being placed on the second part of section 225(4) of the Companies Act 1985, the following statement should be completed:

An administration order was made in relation to the company on \_\_\_\_\_

and it is still in force.

6. Signed

*R. [Signature]*

Designation†

SECRETARY

Date 23/2/95

† Insert  
Director,  
Secretary,  
Receiver,  
Administrator,  
Administrative  
Receiver or  
Receiver  
(Scotland) as  
appropriatePresenter's name address  
telephone number and reference (if any):For official use  
D.E.B.

Post room

