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Company Number: 2202664

THE COMPANIES ACTS 1985 TO 1989COMPANY LIMITED BY SHARESMANGA ENTERTAINMENT LIMITED

Dated: 3rd February 1995

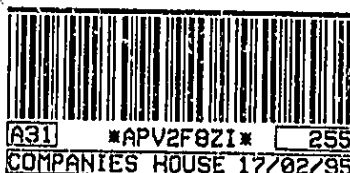
We, the undersigned, being the only member of the above-named Company for the time being entitled to attend and vote at General Meetings of the Company HEREBY RESOLVE that the following Resolutions be adopted as to the resolution numbered 1 as a Special Resolution and as to the resolutions numbered 2 to 4 as Ordinary Resolutions of the Company:

SPECIAL RESOLUTION

1. "That the regulations in the form attached and initialled by us for the purposes of identification be and they are hereby adopted in place of and in substitution for the existing Articles of Association of the Company."

ORDINARY RESOLUTIONS

2. "Subject to the passing of Resolution 1 above, that 999,910 of the 1,000,000 issued Ordinary Shares of £1 each in the capital of the Company be and are hereby converted into 999,910 Deferred Shares of £1 each having the rights and restrictions set out in the Articles of Association of the Company adopted pursuant to Resolution 1 above."
3. "Subject to the passing of Resolution 1 above, that the authorised share capital of the Company be and it is hereby increased to £2,755,166 by the creation of an additional 60 Ordinary Shares of £1 each ranking pari passu in all respects with the existing Ordinary Shares in the capital of the Company and by the creation of 1,755,106 Deferred Shares of £1 each having the rights and restrictions set out in the Articles of Association of the Company adopted pursuant to Resolution 1 above and ranking pari passu in all respects with the Deferred Shares created pursuant to Resolution 2 above."



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4. "(a) That the Directors of the Company be and they are hereby generally and unconditionally authorised in accordance with Section 80 of the Companies Act 1985 (as amended) to exercise during the period commencing three months prior to the date of this Resolution ("the Effective Date") and ending on the fifth anniversary of the Effective Date (and thereafter in pursuance of any offer or agreement made by the Company to allot relevant securities (as defined in that Section) prior to the expiry of that period) all the powers of the Company to allot relevant securities (as defined in that Section) up to the aggregate nominal amount of the authorised but unissued share capital in the Company immediately following the passing of this Resolution; and
- (b) that all allotments of relevant securities (as that term is defined in Section 80(2) of the Companies Act 1985) in the capital of the Company made at any time during the period commencing on the Effective Date and ending on the date of this Resolution shall be and are hereby approved and ratified and shall be as effective as if on the date of every such allotment the authority conferred by subparagraph (a) of this Resolution had been in force."



Island International Limited

Lm

THE COMPANIES ACTS 1985 TO 1989

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

MANGA ENTERTAINMENT LIMITED

(Adopted by special resolution passed on _____ 1995)

PRELIMINARY

1. In these Articles "the Act" means the Companies Acts 1985 to 1989 (as amended at the date hereof) and "Table A" means Table A as prescribed in the Companies (Tables A to F) Regulations 1985 (as amended at the date hereof).
2. The regulations contained in Table A, save as excluded or varied by or inconsistent with these Articles shall apply to the Company and together with these Articles shall constitute the regulations of the Company.

SHARE CAPITAL

3. The Company is a private company within the meaning of Section 1(3) of the Act.
4. The authorised share capital of the Company at the date of adoption of these Articles is £2,755,166 divided into 150 ordinary shares of £1 each ("the Ordinary Shares") and 2,755,016 deferred shares of £1 each ("the Deferred Shares").

5. The rights attaching to the Deferred Shares shall be as follows:-

- (a) the right on a repayment of assets whether on a winding up or reduction of capital or otherwise to repayment of the capital paid up or credited as paid on such shares but only after the holders of the Ordinary Shares shall have received the nominal amount paid up on their shares plus a further £10 million in aggregate;
- (b) save as aforesaid the Deferred Shares shall not carry the right to any dividend or distribution and the Deferred Shares shall not entitle the holders thereof to receive notice of or to attend or vote at any General Meeting of the Company. At any separate General Meeting of the holders of the Deferred Shares on a show of hands any such holder present in person shall have one vote and on a poll every such holder who is present in person or by proxy shall have one vote for each Deferred Share of which he is the holder.

6.1 No new shares in the Company shall be allotted or issued except in accordance with the provisions of paragraphs 6.2, 6.3 and 6.5 of this Article 6.

6.2 Subject to paragraphs 6.3 and 6.5 of this Article 6, unless otherwise agreed in writing by all the holders for the time being of the Ordinary Shares:

6.2.1 any shares proposed to be allotted after the date of adoption of these Articles shall before allotment be offered for subscription in the first instance to the holders of the Ordinary Shares in proportion as nearly as the circumstances will permit to the total numbers of Ordinary Shares then held by each of them respectively.

6.2.2 any such offers as aforesaid shall be made by notice in writing specifying the number and class of shares and the price at which the same are offered and limiting the time (not being less than 14 days unless the holders of Ordinary Shares to whom the relevant offer is to be made otherwise agree) within which the offer if not accepted will be deemed to be declined;

6.2.3 at the expiration of the time limit specified by such offer for the acceptance of such shares, any shares (whether forming part of the original or any increased capital) not accepted pursuant to any such offer as described in paragraph 6.2.1 aforesaid or not capable of being offered as aforesaid except by way of fractions and any shares released from the provisions of this Article by any agreement in writing of the holders of the Ordinary Shares shall be at the disposal of the Directors, who may allot, grant options over offer or otherwise deal with or dispose of the same to such persons (including any Directors) at such times and generally on such terms and conditions (subject to the further proviso hereto) and in such manner as the Directors think proper, provided that no shares shall be issued at a discount or at a price lower or on terms more favourable than those at which such shares were offered to the holders of existing Ordinary Shares pursuant to the preceding paragraphs of this Article 6 and further provided that if such shares have not been allotted within six months of the date of expiration of such time limit aforesaid then such shares may not then be allotted or otherwise disposed of unless first offered again in accordance with the foregoing provisions of this paragraph 6.2.

6.3 The provisions of paragraph 6.2 of this Article 6 shall not apply to any allotment of shares to PolyGram S.A. and/or PolyGram International Holding B.V. and/or any wholly-owned subsidiary of either such company or any holding company of which either such company is itself a wholly-owned subsidiary and/or any other wholly owned subsidiary of any such holding company (and for this purpose 'holding company' and 'wholly owned subsidiary' shall have the meanings respectively ascribed thereto by s.736 of the Companies Act 1985) pursuant to the exercise by any of the foregoing of any right to subscribe (whether conditional or otherwise and whether exercisable at the time of grant or at some future time thereafter) for shares granted by the Company prior to the date of the resolution pursuant to which these Articles were adopted.

6.4 Sub-section (1) of Section 89 of the Act is hereby excluded in its application in relation to allotments of equity securities.

6.5 The provisions of paragraph 6.2 of this Article 6 shall not apply to any allotment to any person if immediately prior to such allotment the Company had only one Member or to any allotment of shares which those persons who:

- (i) are Members of the Company on the date of adoption of these Articles; or
- (ii) become Members at any time within thirty days following the date of adoption of these Articles; or
- (iii) are Associates of the persons mentioned in (i) or (ii)

shall have agreed to or shall from time to time agree may be allotted other than pursuant to the provisions of such paragraph 6.2 PROVIDED THAT such persons or Associates of such persons are Members on the date of such allotment. The term "Associates" shall have the meaning referred to in Article 8.1(b).

7. The Company shall have a first and paramount lien on every share (not being a fully paid share) for all monies (whether presently payable or not) called or payable at a fixed time in respect of that share and the Company shall also have a first and paramount lien on all shares (not being a fully paid share) standing registered in the name of any person indebted or under liability to the Company for all monies presently payable by him or his estate to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders; but the Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien, if any, on a share shall extend to all dividends or other moneys from time to time payable thereon. Regulation 8 of Table A shall not apply to the Company.

8. Transfers of Shares

8.1 Any Member of the Company:

- (a) being an individual, may transfer, or by his or her will bequeath, any of his or her shares to his wife or her husband, or to any lineal descendant or step-child of such Member;

(b) being a corporation, may transfer any of its shares to any company which is a holding company or subsidiary of any such corporation or a subsidiary of any such holding company ("an Associate") as those terms are defined in Section 736 of the Companies Act 1985 provided that if a Member shall have transferred to it any shares under this sub-paragraph (b) by virtue of it being an Associate of the transferor, and such Member (hereinafter the "Former Associate") subsequently ceases to be an Associate of the Member (the "Original Member") from whom (whether directly or by a series of transfers under this sub-paragraph (b)) any shares held by the Former Associate were derived, it shall be the duty of the Former Associate to notify the Directors in writing that such event has occurred and of the date of such occurrence (the "Cessation Date") and unless either:

- (i) the relevant shares are transferred, within 42 days following the Cessation Date, to the Original Member or any Associate of the Original Member (and such transfer being hereby deemed to be authorised for the purposes of this Article); or
- (ii) all the holders of the Ordinary Shares give their written consent to the Former Associate retaining the relevant shares

the Former Associate shall be bound and required to give, prior to the expiry of such 42 day period as aforesaid, a Sale Notice (as defined in paragraph 8.3 of this Article) in respect of the relevant shares.

8.2 Subject only to the provisions of paragraph 8.1 and 8.12 of this Article 8, no share nor any interest therein shall be sold or transferred by any Member or other person entitled thereto unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.

8.3 In the event of any Member or other person (hereinafter called "the Vendor") desiring to transfer any shares or any interest therein otherwise than pursuant to paragraph 8.1 of this Article he shall so notify such desire in writing (a "Sale Notice") to the Secretary of the Company. The Sale Notice shall specify the number and class of shares desired to be transferred ("the Sale Shares"). The fair value of the Sale Shares shall then be determined in accordance with the provisions of paragraph 8.5 and 8.6 of this Article. If within the fourteen day period referred to in paragraph 8.5 the Vendor shall not have given a Withdrawal Notice the Secretary of the Company shall forthwith upon the expiry of such period offer the Sale Shares at such fair value to the holders of the Ordinary Shares (or if the Sale Shares are themselves Ordinary Shares to the other holders of the Ordinary Shares) and invite each of them to state in writing within 28 days from the date of the said offer whether he is willing to purchase any and, if so, what maximum number of the Sale Shares. At the expiration of the said period the Directors shall allocate the Sale Shares to or amongst the holders of the Ordinary Shares who shall have expressed his or their willingness to purchase as aforesaid and (if more than one) so far as may be pro rata to the number of Ordinary Shares held by them respectively ("the Purchasing Members"). No holder of Ordinary Shares shall be obliged to take more than the maximum number of shares so notified by him as aforesaid. The Directors shall upon making such allocation aforesaid forthwith notify ("Notice of Allocation") the Purchasing Members and the Vendor of such allocation. If the Directors shall have found Purchasing Members for

some, but not all, of the Sale Shares the Vendor may (subject always to paragraph 8.11 of this Article), within fourteen days of being given the Notice of Allocation, give a notice (the "Counternotice") to the Directors withdrawing the Sale Notice. If no Counternotice shall have been given within such period of fourteen days aforesaid the Directors shall notify (the Confirmation Notice") the Purchasing Members and the Vendor accordingly. In any circumstances where a Counternotice is permitted to be given, upon the giving of any Confirmation Notice, or, in any other case, upon the giving of the Notice of Allocation, the Vendor shall thereupon be bound to sell and transfer to the Purchasing Members, and the Purchasing Members shall thereupon be bound to purchase, within one month of the date upon which the Confirmation Notice or Notice of Allocation (as the case may be) is given, the Sale Shares in accordance with the aforesaid allocation. The Vendor shall not be obliged to sell or transfer any of the Sale Shares unless the Vendor (or the Company on the Vendor's behalf) shall at the same time receive the purchase price therefor.

- 8.4 Any of the Sale Shares not so sold as aforesaid may be transferred within 3 months after the expiration of the said period of 28 days to any person or persons at a price not less than the fair value established in respect of the Sale Shares under this Article, provided that if within such period of 3 months the Vendor shall wish to transfer any of the Sale Shares not so sold at a price less than the said fair value he shall be entitled so to do within that period, so long as such Sale Shares shall have first been offered to the holders of the Ordinary Shares at that lower price and in relation to such offer the provisions of paragraph 8.3 of this Article shall mutatis mutandis apply.
- 8.5 The fair value at which any Sale Shares shall be offered pursuant to paragraph 8.3 of this Article shall be such sum per share as the Independent Accountants appointed in accordance with paragraph 8.6 of this Article shall certify in writing to be, in their opinion, having taken all relevant circumstances into account and observing the matters referred to in the proviso hereto the fair market value thereof as between a willing vendor and a willing purchaser (where both are adequately informed as to the Company's financial and business position and are dealing at arms length) and in so certifying the Independent Accountants shall be considered to be acting as experts and not as arbitrators and in the absence of manifest error their certificate shall be conclusive and binding:

PROVIDED THAT:

- (i) the Independent Accountants shall assume, unless in their professional opinion they consider it to be inappropriate or unrealistic in the circumstances, that the Company shall continue as a going concern;
- (ii) there shall be no adjustment to take into account the fact that the Sale Shares represent a minority or majority holding of shares in the Company or of any class of shares in the Company;
- (iii) in the case of the Sale Shares comprising Deferred Shares their value shall not in any event exceed the nominal amount paid up or credited as paid up thereon.

Any fees and expenses of the Independent Accountants in connection with such valuation shall be borne by the Vendor. The Directors shall be entitled, in their discretion, to require the Vendor to provide monies on account of such liability or potential liability in respect of such fees and expenses. Forthwith upon receipt by them of the aforesaid certificate the Directors shall notify the Vendor of the fair value so certified and, within the period of fourteen days following the date upon which such notice was given the Vendor may (subject always to paragraph 8.11 of this Article) give a notice (the "Withdrawal Notice") to the Directors withdrawing the Sale Notice.

- 8.6 The Independent Accountants shall be such reputable firm of accountants as the Vendor and the Directors shall agree, or failing agreement within 14 days from the date of the Sale Notice such firm as may at the request of either the Vendor or the Directors be appointed by the President of the Royal Institute of Chartered Accountants who shall be instructed to determine the fair value of the Sale Shares within 30 days of the reference and the Vendor and the Directors shall promptly on request supply to the Independent Accountants such assistance, documents and information as they may require for such purposes.
- 8.7 The Directors shall decline to register any transfer of any share, other than one made pursuant to this Article 8 whether or not it is a fully paid share. Regulation 24 of Table A shall not apply to the Company.
- 8.8 For the purposes of ensuring that a transfer of shares is or was a transfer permitted by and made in accordance with the provisions of these Articles or that no circumstances have arisen whereby a Sale Notice is required to be given hereunder the Directors may from time to time require any Member or the legal personal representatives of any deceased Member or any person named as transferee in any transfer lodged for registration to furnish to the Company such information (including, without limitation, details of beneficial interests in any shares) and evidence as the Directors may think fit regarding any matter which they may deem relevant to such purposes. Failing such information or evidence being furnished to the satisfaction of the Directors within a reasonable time after request the Directors shall be entitled to refuse to register the transfer in question or, if the transfer in question has previously been registered, to require by notice in writing that a Sale Notice be given in respect of the shares concerned. If such information or evidence discloses that a Sale Notice ought to have been given in respect of any shares the Directors shall (unless all the holders of the Ordinary Shares (other than any holder who is otherwise requested to give the Sale Notice) otherwise agree in writing) by notice in writing require that a Sale Notice be given in respect of the shares concerned.
- 8.9 In the event of the Vendor failing to carry out the sale of any Sale Shares which he shall have become bound to transfer as aforesaid, the Directors shall if so required by any of the Purchasing Members who may thereby be affected authorise some person to execute transfers of the Sale Shares to the Purchasing Members on behalf of the Vendor and shall receive and give good receipt for the purchase price of such Sale Shares, and shall enter the names of the Purchasing Members in the Register of Members as holders thereof and issue to them certificates for the same, and thereupon the Purchasing Members shall become indefeasibly entitled thereto. The Vendor shall in such case be bound to deliver up to the Directors his certificates for the said Sale Shares (if such certificates shall not

previously have been so delivered), and on such delivery shall be entitled to receive the said purchase price, without interest, and if such certificates shall comprise any shares which he has not become bound to transfer as aforesaid the Company shall issue to him a balance certificate for such shares.

- 8.10 In the event that any Member shall at any time be required pursuant to this Article 8 to give a Sale Notice and shall have been so notified by the Directors, but the Member fails to give such Sale Notice within fourteen days of being notified by the Directors of the Member's obligation to do so, then such Member shall be deemed upon the expiry of such fourteen day period to have given such Sale Notice and the provisions of paragraph 8.2-8.9 and paragraph 8.11 of this Article shall apply thereto as if an actual Sale Notice had then been given. The Directors shall notify the Member of the fact that such Member has been deemed to give such Sale Notice.
- 8.11 No Withdrawal Notice shall be permitted to be given in relation to any Sale Notice (or deemed Sale Notice) which is given or required to be given pursuant to the provisions of paragraph 8.1(b) or 8.8.
- 8.12 The provisions of paragraphs 8.3-8.11 of this Article 8 shall not apply to any sale or transfer of any share or any interest therein which those persons who:
- (i) are Members of the Company on the date of adoption of these Articles; or
 - (ii) become Members at any time within thirty days following the date of adoption of these Articles; or
 - (iii) are Associates of the persons mentioned in (i) or (ii)

shall have agreed or shall from time to time agree may take place other than in accordance with the procedure set out in paragraphs 8.3-8.11 of this Article 8 PROVIDED THAT such persons or persons who are Associates of such persons are Members at the time of such sale or transfer. The term "Associates" shall have the meaning referred to in Article 8.1(b).

GENERAL MEETINGS

- 9.1 The words "within the United Kingdom" shall be deleted from Regulation 37.
- 9.2 At the end of the first sentence of Regulation 40 of Table A the following words shall be added: "at the time when the meeting proceeds to business". At the beginning of the second sentence of Regulation 40 of Table A there shall be added the words "For so long as the Company has only one Member, such Member shall constitute a quorum and if the Company has more than one Member,..."
- 9.3 Regulation 41 of Table A shall be amended by deleting the words "or if during a meeting such a quorum ceases to be present" and by adding at the end the words "and if at the adjourned meeting a quorum is not present within sixty minutes from the time appointed for the meeting, the Member or Members present if he or they together hold(s) a majority

in nominal value of such part of the issued share capital of the Company as confers the right to attend and vote at General Meetings of the Company, shall be a quorum".

10. Regulation 54 of Table A shall be amended by the addition of the words "or by proxy" after the words "in person".

DIRECTORS

11. The Directors are authorised to sanction the exercise of the power conferred on the Company by Section 719(1) of the Act and to exercise that power.
- 12.1 The words "approved by resolution of the directors" shall be deleted from Regulation 65 of Table A.
- 12.2 The second sentence of Regulation 66 of Table A shall be deleted.
13. The directors may delegate any of their powers or discretion to committees consisting of one or more members of their body and (if thought fit) one or more other persons co-opted as hereinafter provided. The power to delegate under this Article, being without limitation (and without prejudice to the generality of the foregoing) and includes power to delegate the determination of any fee, remuneration or other benefit which may be paid or provided to any director, and the scope of the power to delegate under this Article shall not be restricted by reference to or inference from any other provision of these Articles. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations which may from time to time be imposed by the directors. Any such regulations may provide for or authorise the co-option to the committee of persons other than directors and for such co-opted members to have voting rights as members of the committee but so that (i) the number of co-opted members shall be less than one-half of the total number of members of the committee and (ii) no resolution of the committee shall be effective unless a majority of the members of the committee present at the meeting are directors. Regulation 72 shall be modified and construed accordingly.
16. 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. Any Director so appointed shall (subject to the other provisions of these Articles) hold office until he is removed pursuant to this Article.
17. Regulations 73 to 80 (inclusive) of Table A shall not apply to the Company.
18. No Director shall vacate or be required to vacate his office as a Director on or by reason of his attaining or having attained the age of 70 or any other age and any Director or any person may be re-appointed or appointed, as the case may be, as a Director notwithstanding that he had then attained the age of 70, and no special notice need be given of any resolution for the re-appointment or appointment or approval of the appointment of a Director at any age and it shall not be necessary to give the Members notice of the age of any Director or person proposed to be so re-appointed or appointed. Sub-sections (1) to (6) inclusive of Section 293 of the Act shall not apply to the Company.

19. Regulation 81 of Table A shall be amended as follows:

- (a) the words "other than pursuant to Section 293 of the Act" shall be added after the word "Act" in paragraph (a);
- (b) the words "he is, or may be, in the opinion of the other Directors, of unsound mind or suffering from mental disorder" shall be substituted for paragraph (c).

EXECUTIVE DIRECTORS

20. The Directors may from time to time appoint one or more of their body to executive office (including but without limitation that of Managing Director, Manager or any other salaried office) for such period and on such terms as they shall think fit, and subject to the terms of any agreement entered into in any particular case, may revoke such appointment. The appointment of a Director so appointed shall (subject to the terms of any such agreement as aforesaid) be automatically determined ipso facto if he cease for any cause to be a Director. A Managing Director, Manager or other executive officer as aforesaid shall receive such remuneration, (by way of salary, commission, participation in profits or otherwise howsoever) as the Directors may determine. Regulation 84 of Table A shall not apply to the Company.

GRATUITIES AND PENSIONS

21. The Directors may provide benefits whether by payment of gratuities or pensions or by insurance or otherwise, to or to any person in respect of any Director or employee or former Director or employee who may hold or may have held any executive or other office or employment under the Company or any body corporate which is or has been a subsidiary or holding company of the Company or any other subsidiary of a holding company of the Company or a predecessor in business of the Company or of any such other company and for the purpose of providing any such benefits may contribute to any scheme or fund and may make payments towards insurances or trusts for the purchase or provision of any such benefit in respect of such persons. Regulation 87 of Table A shall not apply to the Company.

PROCEEDINGS OF DIRECTORS

22. Any Director for the time being absent from the United Kingdom may supply to the Company an address telex or facsimile transmission number whether or not within the United Kingdom to which notices of meetings of the Directors may be sent and shall then be entitled to receive at such address or number notice of such meetings. Regulation 88 of Table A shall be modified accordingly.

23. A meeting of the Directors may be validly held notwithstanding that all of the Directors are not present at the same place and at the same time provided that:

- (a) a quorum of the Directors at the time of the meeting are in direct communication with each other whether by way of telephone, audio-visual link or other form of telecommunication; and
- (b) a quorum of the Directors entitled to attend a meeting of the Directors agree to the holding of the meeting in the manner described herein.

DIRECTORS' INTERESTS

24. Without prejudice to the obligation of any Director to disclose his interest in accordance with Section 317 of the Act, a Director may vote in regard to any contract, transaction or arrangement in which he is interested or upon any matter arising thereout and if he shall so vote his vote shall be counted and he shall be reckoned in ascertaining whether there is present a quorum at any meeting at which any such contract, transaction or arrangement is considered. A Director may act by himself or his firm in any professional capacity for the Company and he or his firm may 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. Regulations 94 to 98 (inclusive) of Table A shall not apply to the Company.

CHAIRMAN

25. Without prejudice to regulation 88 of Table A as amended by Article 22 above for so long as any member of the Company holds a majority in nominal value of such part of the issued share capital of the Company as confers the right to attend and vote at General Meetings of the Company he shall be or shall be entitled to appoint (by notice in writing to the Company at its registered office) the chairman of the Directors.

SEAL

26. The Company may have for use in any territory, district or place elsewhere than in the United Kingdom an official seal which shall in all respects comply with the requirements of Section 39(1) of the Act. References in these Articles and Table A to the seal of the Company shall include references to such official seal and any official seal adopted by the Company under Section 40 of the Act.

27. At the end of Regulation 101 of Table A shall be added the words:

- "(a) Any instrument signed by one Director and the Secretary or by two Directors and expressed to be executed by the Company shall have the same effect as if executed under the Seal.
- (b) No instrument shall be signed pursuant to Regulation 101(a) which makes it clear on its face that it is intended by the person or persons making it to have effect as a deed without the authority of the Directors or of a committee authorised by the Directors in that behalf."

NOTICES

28. Notice of every General Meeting of the Company shall be given in writing by letter or, if a Member shall have stated in writing its willingness to receive notice by telex or facsimile transmission and shall have supplied to the Company a telex number or facsimile transmission number (as the case may be) for the purpose, by telex or facsimile transmission and shall be given to every Member. If any notice is given by telex or facsimile transmission a copy thereof shall also forthwith be sent by letter to the Member or Members concerned. Regulation 112 of Table A shall be modified accordingly including by the deletion of the final sentence.
- 29.1 There shall be substituted for the last sentence of Regulation 115 of Table A, the words "A notice shall be deemed to be given, if posted by pre-paid first-class mail, at the expiration of 48 hours after the envelope containing the notice was posted and, if sent by telex or facsimile transmission, when despatched."
- 29.2 Regulation 116 shall be modified by the deletion of the words "the address, if any, within the United Kingdom" and the inclusion in place thereof of the words "at the address, if any, whether within or outside the United Kingdom."

INDEMNITY INSURANCE

30. Without prejudice to the provisions of Regulation 118 of Table A the Directors shall have power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time directors, officers, or employees or auditors of the Company, or of any other company which is its holding company or parent undertaking or in which the Company or such holding company or parent undertaking or any of the predecessors of the Company or of such holding company or parent undertaking has any interest whether direct or indirect or which is in any way allied to or associated with the Company, or of any subsidiary undertaking of the Company or of any such other company, or who are or were at any time trustees of any pension fund in which any employees of the Company or of any such other company or subsidiary undertaking are interested, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or in the exercise or purported exercise of their powers and/or otherwise in relation to their duties, powers or offices in relation to the Company or any such other company, subsidiary undertaking or pension fund. For the purposes of this Regulation "holding company" "parent undertaking" and "subsidiary undertaking" shall have the same meanings as in the Act.