

Company number 2426030

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
ORDINARY AND SPECIAL RESOLUTIONS
of
DEDICATED LIMITED

Passed on 4 March 1997

At an Extraordinary General Meeting of the above-named company duly convened and held at 36A Notting Hill Gate, London W11 3JQ on 4 March 1997, the following ordinary resolution and special resolutions were duly passed.

ORDINARY RESOLUTION

THAT the authorised share capital of the Company be and is hereby increased from £100 divided into 100 ordinary shares of £1 each ("Ordinary Shares") to £6,000,100 divided into 100 Ordinary Shares and 6,000,000 Preference Shares of £1 each ("Preference Shares") such Preference Shares having attached thereto the rights and privileges and being subject to the matters set out in the new articles of association to be adopted by the special resolution number 1 below.

SPECIAL RESOLUTIONS

1. THAT the articles of association in the form attached to this resolution be and they are hereby adopted as the new articles of association of the Company in substitution for the existing articles of association of the Company.
2. THAT the directors be and they are hereby generally and unconditionally authorised pursuant to section 80 of the Companies Act 1985 ("the Act") during the period of five years from the date of the passing of this resolution to offer, allot, grant options over or otherwise dispose of relevant securities (as defined in section 80 of the Act) of the Company up to a maximum nominal amount of the authorised but unissued share capital of the Company as at the time and date of the passing of this resolution to such persons at such times and on such terms and conditions as they think fit and to make any offer or agreement of the kind referred to in section 80(7) of the Act provided that no shares shall be issued at a discount.



3. THAT the director be and they are hereby generally and unconditionally authorised pursuant to section 95 of the Companies Act 1985 ("the Act") to allot equity securities, within the meaning of section 94 of the Act pursuant to authority conferred by resolution numbered 2 above as if section 89(1) of the Act did not apply to any such allotment provided that this power shall be in substitution for any subsisting similar authorities already granted to the directors of the Company which are hereby revoked.


Chairman

THE COMPANIES ACTS 1985 TO 1989

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

DEDICATED LIMITED

(Adopted by special resolution of the shareholders of the Company
on 4 March 1997)

PRELIMINARY

1. Subject as otherwise provided in these articles the regulations contained in Table A in the first schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A - F) (Amendment) Regulations 1985 ("Table A") shall constitute the regulations of the Company. In the case of any inconsistency between these articles and the regulations of Table A, the provisions of these articles shall prevail.
2. Regulations 23, 40, 46, 50, 53, 57, 64 to 69 (inclusive), 73 to 76 (inclusive), 81, 84, 87 to 89 (inclusive), 93, 94, 101, 112, 115 and 118 of Table A shall not apply to the Company.
3.
 - (1) In regulation 1 of Table A, the words "and in the articles of association adopting the same" shall be inserted after the word "regulations" in line one and the full stop at the end of the regulation shall be deleted and replaced by a semi colon and the following shall be inserted "words importing the singular shall include the plural and vice versa, words importing the masculine shall include the feminine, and words importing persons shall include corporations."
 - (2) In line two of regulation 18 of Table A and line one of regulation 77 of Table A the word "less" shall be replaced by the word "fewer".

- (3) Any reference to presence at a general meeting or class meeting shall include presence of a member in person or by proxy or (being a corporation) by a duly authorised representative and shall include presence which is deemed in accordance with these articles (and "present" shall be construed accordingly).

SHARE CAPITAL

4. (1) The authorised share capital of the Company as at the date of adoption of these Articles is £6,000,100 divided into 100 ordinary shares of £1 each ("Ordinary Shares") 6,000,000 preference shares of £1 each ("Preference Shares").

- (2) The Ordinary Shares and the Preference Shares shall rank pari passu in all respects, except that the following rights shall attach to the Preference Shares:

As to Dividends

- (a) The Preference Shares shall not carry any right to any dividend or any other distribution (whether of an income or capital nature).

As to Capital

- (b) The right in priority to any such payment in respect of any other class of the Company's share capital 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 up on such shares.

As to Voting

- (c) The right to receive notice of and to attend and speak but not to vote at any general meeting of the Company save that if:
- (i) at the date of the notice or requisition to convene the meeting the Company shall have failed to redeem any of such shares then due for redemption (unless the Company is prevented by law from making such redemption); or
 - (ii) the meeting is convened for the purpose of considering the purchase by the Company of any of its own shares, a reduction of the capital of, or the winding-up of, the Company; or
 - (iii) the proposition to be submitted to the meeting abrogates or varies or otherwise directly affects the special rights and privileges attaching to the Preference Shares upon a show of hands every holder of Preference Shares present in person shall have one vote and upon a poll every such holder present in person or by proxy shall have one vote for every Preference Share held by him.

As to Redemption

(d) Subject to the provision of the Act the Preference Shares shall be redeemable as follows:

- (i) once the Company makes any profit available for distribution, it shall transfer all and any such profits forthwith upon such profits arising from time to time to a redemption reserve (the "Redemption Reserve") for so long as any Preference Shares are not redeemed. The Company shall redeem for cash at par per share the Preference shares in lots of 500 shares as soon as there is enough money in the Redemption Reserve from time to time to redeem such shares;
- (ii) notwithstanding any other provision herein contained, except with the consent or sanction of the holders of the Preference Shares given in the manner provided by Section 125 of the Act, all of the Preference Shares shall be redeemed prior to (but conditional upon completion of) any Listing or Realisation and the Company shall give to the holders of the Preference Shares prior notice in writing of such redemption stating the date on which redemption shall be made being such date as the Company shall fix;
- (iii) if the Company shall be unable in compliance with the provisions of the Act to redeem all or any of the Preference Shares in accordance with the provisions of this Article then the Company shall redeem such shares as soon after such date or dates as it lawfully may;
- (iv) all redemptions shall take place at the registered office or principal place of business of the Company in the United Kingdom and the date or dates on which redemption takes place is herein referred to as the "redemption date";
- (v) at the time and place fixed for redemption each holder of Preference Shares shall be bound to surrender the certificate or certificates for the Preference Shares so held (or an indemnity in respect thereof in form reasonably satisfactory to the Company) and upon such surrender the Company shall pay to each holder the amount due in respect of such redemption and deliver a certificate for any balance of such shares not then redeemed;
- (vi) if any holder of Preference Shares shall fail or refuse to surrender the certificate or certificates for such Preference Shares or shall fail or refuse to accept the redemption moneys payable in respect thereof such moneys shall be retained and held by the Company in trust for such holder but without interest or further obligation whatsoever;

- (vii) the moneys payable by the Company on the redemption date shall on that date become a debt due and payable by the Company in respect of the Preference Shares to be redeemed;
- (viii) no Preference Shares redeemed by the Company shall be capable of re-issue.

(e) In this Article the following expressions shall have the following meanings:

"Listing": in relation to any shares or securities in the capital of the Company means:

- (i) the admission of the same to the Official List of London Stock Exchange Limited ("the Stock Exchange"); or
- (ii) the grant of permission of the Stock Exchange for the same to be dealt in on the Alternative Investment; or
- (iii) the admission or grant of permission for the same to be dealt in on some other market similar or equivalent to those aforesaid.

"Realisation": an offer transfer renunciation or agreement in relation to the whole or part of the share capital of the Company issued or to be issued which would, if completed, result in any person acquiring control of 30% or more of the nominal share capital of or voting rights in or the right to appoint the majority of the Directors of the Company.

- (3) The rights attached to any class of shares may (whether or not the Company is being wound up) be varied by a resolution of the directors and with either the consent in writing of the holder or holders of not fewer than 76% in nominal value of the issued shares of the class or with the sanction of an extraordinary resolution passed at a separate meeting of the holders of the shares of the class but not otherwise.
- (4) To every such separate meeting aforesaid all provisions applicable to general meetings of the Company or to the proceedings thereat shall mutatis mutandis apply except that the necessary quorum shall be one person present and holding or representing by proxy at least one-third in nominal value of the issued shares of the class (but so that if at any adjourned meeting of such holders a quorum as so defined is not present the member or members present shall be a quorum) and that any holder of shares of the class present may demand a poll and such holders shall on a poll have one vote in respect of every share of such class held by them respectively.

SHARES

5. (1) Subject to the provisions of Table A and to the provisions of these articles, the directors are generally and unconditionally authorised to exercise any power of the Company to offer, allot or grant rights to subscribe for or convert securities into or otherwise dispose of any shares (or interests in shares) in the Company, or any other relevant securities, up to the authorised share capital of the Company as at the date of adoption of these articles, to such persons, at such times and generally on such terms and conditions as the directors think proper provided that such authority shall only apply insofar as the Company in general meeting shall not have varied, renewed or revoked the same and provided that such authority may only be exercised within five years commencing upon the date of the adoption of these articles.
- (2) Any offer or agreement in respect of relevant securities, which is made by the Company prior to the expiration of such authority and in all other respects within the terms of such authority, shall be authorised to be made, notwithstanding that such offer or agreement would or might require relevant securities to be allotted after the expiration of such authority and, accordingly, the directors may at any time allot any relevant securities in pursuance of such offer or agreement.
- (3) The authority conferred upon the directors to allot relevant securities may at any time, by ordinary resolution of the Company in general meeting, be revoked, varied or renewed (whether or not it has been previously renewed under these articles) for a further period not exceeding five years.
6. (1) Sections 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to any allotment of equity securities by the Company. Unless otherwise determined by special resolution of the Company in general meeting or with the assent of all the members, any unissued equity securities comprised in the authorised share capital at the date of adoption of these articles and any equity securities which are not comprised in the authorised share capital at the date of the adoption of these articles shall, before they are allotted on any terms to any person, be first offered by the Company on the same or more favourable terms to the members in proportion as nearly as is practicable to the nominal value of the shares in the Company held by the members respectively.
- (2) Such offer shall be made by notice specifying the number of equity securities offered and the period, being not fewer than twenty-one days, within which the offer, if not accepted, will be deemed to have been declined. After the expiration of such period, or if earlier on receipt of notice of the acceptance or refusal in respect of each offer so made, the directors may, subject to these articles, dispose of such equity securities as have not been taken up in such manner as they think proper.

RENOUNCEABLE ALLOTMENT LETTERS

7. Where any renounceable allotment letters or other renounceable documents are issued by the Company in respect of the issue or offer of any shares, the directors may at their discretion impose such restrictions as they may think fit upon the right of any allottee or other person to whom the offer is made to renounce the shares so allotted or offered.
8. The Company is a private company and accordingly the following are prohibited:
 - (1) any offer to the public (whether for cash or otherwise) of any shares in or debentures of the Company; and
 - (2) any allotment of, or agreement to allot, (whether for cash or otherwise) any 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.

LIEN

9. In regulation 8 of Table A the words and brackets "(not being a fully paid share)" shall be omitted.

TRANSFER OF SHARES

10. Unless otherwise agreed in writing from time to time between the members of the Company, no share and no interest in shares shall be transferred to any person otherwise than in accordance with the provisions of these articles.
11. The instrument of transfer of any fully paid shares shall be executed by or on behalf of the transferor, but need not be executed by or on behalf of the transferee. The transferor shall be deemed to remain the holder of the shares until the name of the transferee is entered in the register of members of the Company in respect thereof. In the case of a partly paid share, the instrument of transfer must also be executed by or on behalf of the transferee.
12. No shares and no interest in shares shall be transferred to any infant, bankrupt or person of unsound mind and the directors shall refuse to register any such transfer. The directors shall not refuse to register any transfer of any shares or interest in shares other than in accordance with these articles.
13. Unless all the members of the Company for the time being agree from time to time in writing as to the right to transfer a share, and other than a transfer of a share permitted under these articles, the directors may, in their absolute discretion and without assigning any reason for their action, decline to register the transfer of a share, whether or not it is a fully paid share, and regulation 24 shall be amended accordingly.

14. Save in respect of any transfer referred to in Article 10, the right to transfer shares in the Company shall be subject to the following restrictions, namely:
- (1) Before transferring any shares or any interest in any shares the person proposing to transfer the same ("the proposing transferor") shall give a notice in writing sent by registered post ("the transfer notice") to the directors that he desires to transfer the same. In the transfer notice the proposing transferor shall specify the price which he is willing to accept for the shares comprised in the transfer notice and the identity of any person who has indicated a willingness to purchase such shares at such price and an acknowledgement that such price is bona fide and at arm's length; and the price so specified is referred to below as "the prescribed price". The transfer notice shall constitute the directors the agent of the proposing transferor for the sale of the shares mentioned in the transfer notice at the prescribed price.
 - (2) Upon receipt of any transfer notice the directors shall immediately offer the shares comprised in the transfer notice for purchase at the prescribed price first to all members (other than the member by whom or in respect of whose shares the transfer notice has been given or deemed to be given and any member to whom under the provisions of article 12 shares may not be transferred) on the terms that in case of competition the shares so offered shall be sold to the members accepting the offer in proportion (as nearly as may be and without increasing the number sold to any member beyond the number applied for by him) to their existing holdings of shares.
 - (3) The offer which shall be by notice in writing and sent by registered post, shall be on identical terms for each of such holders, shall specify the total number of shares on offer, the proportionate entitlement of the relevant holder and the prescribed price and shall invite each of such holders to state in writing by registered post within a period of 30 days whether he is willing to take any, and if so what maximum, number of the shares on offer. Any such offer shall be subject to paragraph (5) of this article.
 - (4) The directors shall give notice in writing to the proposing transferor of the identity of any member or members ("purchaser" or "purchasers") accepting the offer, and of the number of shares agreed to be purchased, and upon receipt of that notice and subject to the provisions of paragraph (5) of this article the proposing transferor shall be bound, upon payment of the prescribed price, to transfer such shares to the purchaser or respective purchasers thereof. The purchase shall be completed within 15 days of receipt of that notice by the proposing transferor at a place and time to be appointed by the directors.
 - (5) If the offer is not duly accepted in respect of all the shares comprised in the transfer notice the proposing transferor shall at any time within 30 days after the expiry of the offer be entitled (but not bound) to transfer all or any of the shares comprised in the transfer notice (or, at the option of the proposing transferor notified to the directors within seven days of the relevant notification to him pursuant to paragraph (3) of this article, the number in respect of which the offer is not duly accepted) on a bona fide sale to any person or persons at any price not being less than the prescribed price.

- (6) All members of the Company may at any time agree in writing to waive the provisions of this article 14.
15. (1) Subject to the provisions of article 14, a person entitled to a share in consequence of the bankruptcy of a member shall be bound at any time, if and when required in writing by a majority in value of the other members so to do, to give a transfer notice in respect of all the shares then registered in the name of the bankrupt member.
- (2) Subject to the provisions of article 14, a member which is a body corporate shall be bound at any time after it shall have gone into liquidation (not being a liquidation for the purposes only of amalgamation or reconstruction) or similar status in the country of its incorporation, if and when required in writing by a majority in value of the remaining members so to do, to give a transfer notice in respect of all the shares then registered in the name of such member.
- (3) In any case where a transfer notice has been duly required to be given under this article 15 in respect of any shares and such transfer notice is not given within a period of 14 days, such transfer notice shall (except and to the extent that a transfer of any such shares in favour of a person to whom they may be transferred pursuant to any agreement between the members of the Company from time to time shall have been lodged prior to the expiration of the said period) be deemed to have been given at the expiration of the said period.
- (4) In any case where a transfer notice has been duly required or is deemed to be given under this article 15 in respect of any shares then "the prescribed price" shall be the fair value of the shares which are the subject of such transfer notice or deemed transfer notice as determined by the auditors of the Company for the time being. In determining the fair value of such shares such auditors shall act as experts and not as arbitrators. The "fair value" of the shares in question shall be the market value thereof as between a willing buyer and a willing seller but save that no account shall be taken of the fact that the shares which are the subject of such transfer notice or deemed transfer notice do or do not constitute a minority holding in the Company.

PROCEEDINGS AT GENERAL MEETINGS

16. (1) No business shall be transacted at any general meeting unless the requisite quorum shall be present at the commencement of the business and also when such business shall be voted upon. Two members so present and entitled to vote and together holding at least 76% in nominal value of the shares in the Company giving the right to attend and vote at the meeting shall be a quorum for all purposes provided that in circumstances where there is one member only, the quorum for any general meeting shall for all purposes be that member so present, and provided further that if Doug D'Arcy or any Permitted Transferee fails or fail to attend a duly convened general meeting of the Company, or fails or fail to appoint a proxy to attend a duly convened general meeting of the Company to vote in his or their place (as the case requires) then a member or members present in person or by proxy holding at least

75% in nominal value of the shares in the Company giving the right to attend and vote at the meeting shall be a quorum for all purposes. In the case of a member being a corporate member, the expression "holding at least 75% in nominal value of the shares in the Company" shall include a corporate member who, together with an Associate or Associates also holding shares in the Company, holds at least 75% in nominal value of the shares in the Company. The expression "Associate" shall mean, in the case of a corporate member, a holding company thereof (as defined in the Act) or a subsidiary thereof (as defined in the Act) or of any such holding company.

- (2) If a quorum is not present at any such adjourned meeting as is referred to in regulation 41 of Table A, then, provided that the member present holds not fewer than 75% in nominal value of the shares of the Company in issue (or, in the case of a corporate member, does so when taken together with an Associate or Associates) any resolution agreed to by such member shall be as valid and effectual as if it had been passed unanimously at a general meeting of the Company duly convened and held.
 - (3) A poll may be demanded at any general meeting by the chairman or by any member present and entitled to vote at that meeting.
 - (4) 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 respect of their right to appoint proxies. Notices of and other communications relating to any general meeting which any member is entitled to receive shall also be sent to the directors and to the auditors for the time being of the Company.
17. (1) 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 by the chairman of the result of the show of hands, demanded in accordance with article 16(2).
- (2) If at any general meeting any votes shall be counted which ought not to have been counted, or not be counted which ought to have been counted, the error shall not vitiate the result of the voting unless it is pointed out at the same meeting, and not in that case unless it shall, in the opinion of the chairman of the meeting, be of sufficient magnitude to vitiate the result of the voting.
 - (3) In regulation 54 of Table A the words ",not being himself a member entitled to vote," shall be deleted.
 - (4) Regulation 57 of Table A shall not apply to the member in circumstances where there is one member only.
 - (5) In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting shall not have a casting vote.
18. Any member or member's proxy or duly authorised representative (being a corporation) may participate in a general meeting or a meeting of a class of members of the Company by means of conference telephones or similar communications system whereby all those

participating in the meeting can hear and address each other. Such participation shall be deemed to constitute presence in person (or by proxy or authorised representative as appropriate) at such meeting for all purposes including that of establishing a quorum. A meeting held by such means shall be deemed to take place where the largest group of participators in number is assembled. In the absence of such a majority the location of the chairman shall be deemed to be the place of the meeting.

MEMBERS' ASSENT

19. (1) Pursuant to the rights and powers under common law of all members having the right to receive notice of and to attend and vote at general meetings to assent or agree to any matter, such members' assent or agreement to any matter may (without limitation), if written be evidenced by one or more documents (including a telex, facsimile, cable or telegram) each accurately stating the terms of the assent or agreement and signed by or on behalf of or otherwise emanating from one or more of such members. Any such signature may be given personally or by a duly appointed attorney or in the case of a body corporate by an officer or by its duly authorised corporate representative.
- (2) The provisions of article 19(1) are in addition to and not exclusive of:
- (a) any other rights and powers under common law of all members or any class of members having the right to attend and vote at general meetings to assent or agree to or ratify any matter or to pass any resolution by unanimous written consent; and
 - (b) any statutory rights of the members or any class of members under sections 381A and 381B of and schedule 15A to the Act,

all of which rights and powers may be exercised by the members as an alternative to the unanimous assent or agreement referred to in article 19(1).

PROXIES

20. An instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority may be handed to the chairman of the relevant meeting and regulation 62 of Table A shall be modified accordingly.

DIRECTORS

21. (1) Unless otherwise determined by ordinary resolution, the number of directors shall not be greater than six but shall be not fewer than one.

- (2) During such time as BMG Entertainment International UK & Ireland Limited ("BMG") or any Permitted Transferee of BMG is the registered holder of a share or shares in the Company, then such share or shares shall carry the right to appoint in aggregate five directors to the board of directors.
- (3) During such time as Doug D'Arcy is the registered holder of a share or shares in the Company he shall be entitled to be a director.
- (4) Any adult 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 years or any other age.
- (5) "Permitted Transferee" means any person to whom shares are transferred pursuant to any agreement between the members of the Company from time to time pursuant to Article 10.

BORROWING POWERS

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

DIRECTORS' INTERESTS

23. (1) A director who is in any way interested in a contract or a proposed contract with the Company (whether directly or indirectly) must declare the nature of his interest at any meeting of the directors or of a committee of the directors at which such contract or proposed contract is to be discussed, or otherwise by notice to the directors in accordance with the provisions of the Act. Having made such disclosure a director shall be entitled to vote at a meeting of directors or of a committee of the directors in respect of such contract or proposed contract in which he is interested and shall also be counted in reckoning whether a quorum is present or deemed to be present at the meeting of the directors or, if relevant, the committee of the directors.
- (2) A director may, notwithstanding his office, hold and be remunerated in respect of any office or place of profit held in the Company provided that he has previously complied with all requirements of the Act relating to disclosure of interests, and he or any firm, company, or other body in which he has an interest may act in a professional capacity for the Company and be remunerated for such work and shall not by reason of his office be accountable to the Company for any benefit which he derives from any such office or place of profit. Regulation 85 of Table A shall be modified accordingly.

- (3) For the purposes of regulation 85 of Table A (as modified by articles 23(1) and (2)) a director shall be considered to be interested in any contract, transaction or arrangement (if he would not otherwise be so interested) in which he is treated as interested for the purposes of section 317 of the Act. In the case of any transaction or arrangement with the Company in which the director is interested, a general notice given by a director and which otherwise complies with regulation 86(a) of Table A shall not be a disclosure as provided in that regulation unless it relates to a specified company or firm or other body in which he is interested or to a specified person who is connected with the director within the meaning of section 346 of the Act. Regulation 86 of Table A shall be modified accordingly.

DISQUALIFICATION OF DIRECTORS

24. The office of a director shall be vacated immediately:
- (1) if (not being precluded from so doing by the terms of any contract with the Company) by notice to the Company he resigns the office of director; or
 - (2) if he is or becomes bankrupt or insolvent or enters into any arrangement with his creditors; or
 - (3) if he is or becomes incapable by reason of illness, injury or mental disorder of exercising his functions as a director properly; or
 - (4) if he is removed from office by a resolution duly passed pursuant to section 303 of the Act; or
 - (5) if he is prohibited from being a director by an order made under the Company Directors Disqualification Act 1986 or otherwise by law.

ROTATION OF DIRECTORS

25. The directors shall not be liable to retirement by rotation and accordingly the words "and may also determine the rotation in which any additional directors are to retire" in regulation 78 of Table A and the second and third sentences in regulation 79 of Table A shall not apply to the Company as shall any other references to retirement by rotation in Table A.

PROCEEDINGS OF DIRECTORS

26. (1) The directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Unless all directors indicate their willingness to accept shorter notice of a meeting of directors, no fewer than seven (7) days prior notice of the time and place of each meeting of directors shall be given to each director.

- (2) A director may, and the secretary on the requisition of a director shall, at any time call a meeting of the directors. Notice of every meeting of the directors shall be given to every director.
 - (3) The quorum necessary for the transaction of the business of the directors shall be two one of whom shall be, subject to Article 26(5), Doug D'Arcy.
 - (4) Questions arising at a meeting of the directors shall be decided by a majority of votes. The chairman shall not have a second or casting vote at meetings of the directors.
 - (5) In the event that any meeting of the directors shall be inquorate (proper notice having been given of the meeting) it shall be adjourned to a date not sooner than 3 days and not later than 10 days afterwards (and notice of such adjourned meeting must be given to each director). If Doug D'Arcy fails to attend such adjourned meeting then the quorum for such adjourned meeting shall be any two directors.
27. (1) A resolution of all the directors for the time being entitled to receive notice of meetings of directors shall be as valid and effective as if it had been passed at a meeting of the directors duly convened and held, and may consist of several documents (including a telex, facsimile, cable or telegram) each accurately stating the terms of the resolution and each signed by or emanating from one or more of the directors.
- (2) Any director may participate in a meeting of directors by means of a conference telephone or similar communications system whereby all those participating in the meeting can hear and address each other. Such participation shall be deemed to constitute presence in person at such meeting for all purposes including that of establishing a quorum. A meeting held by such means shall be deemed to take place where the largest group of participators in number is assembled. In the absence of such a majority the location of the chairman of the meeting shall be deemed to be the place of the meeting.
 - (3) All directors whether or not absent from the United Kingdom shall be entitled to receive notice of meetings of the directors.
 - (4) Where the Company, having only one member, enters into a contract (other than a contract entered into in the ordinary course of the Company's business) with the sole member of the Company and such sole member is also a director of the Company the terms of such contract shall, unless the contract is in writing, be set out in a written memorandum or be recorded in the minutes of the first meeting of directors following the making of the contract.
28. Any meetings of a committee appointed under regulation 72 of Table A shall be governed mutatis mutandis by articles 26 and 27 of these articles.

SECRETARY

29. 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. The directors may from time to time by resolution appoint one or more joint, assistant or deputy secretaries to exercise the function of the secretary. Regulation 99 of Table A shall be modified accordingly.

MANAGING OR EXECUTIVE DIRECTORS

30. (1) The directors may from time to time appoint one or more of their number to an executive office (including that of managing director, manager or any other salaried office) for such period and upon such terms as they think fit and, subject to the provisions of any agreement entered into in any particular case, may revoke such appointment. A director so appointed to an executive office shall (without being entitled to make any claim for damages for breach of any contract of service or claim for compensation between him and the Company) ipso facto cease to hold that office (unless otherwise agreed between himself and the Company), if he ceases from any cause to be a director.
- (2) The managing director, manager or other executive officer as aforesaid shall receive such remuneration whether by way of salary, commission or participation in profits or otherwise (either in addition to or in lieu of his remuneration as a director) as the directors may from time to time determine.
- (3) The directors may entrust to and confer upon a managing director, manager or other executive officer as aforesaid any of the powers exercisable by them upon such terms and conditions and with such restrictions as they think fit, and either collaterally with or to the exclusion of their own powers, and may from time to time withdraw, alter or vary all or any of such powers.

ALTERNATE DIRECTORS

31. (1) Any director may at any time appoint another director or any other person to be his alternate director and may at any time terminate such appointment. Any such appointment or removal shall be by notice from the director to the Company.
- (2) Any person appointed as an alternate director shall vacate his office as such alternate director if and when the director by whom he has been appointed vacates his office as director otherwise than by retirement and re-election at the same meeting and upon the happening of any event which, if he were a director would cause him to vacate such office.
- (3) An alternate director shall (except when absent from the United Kingdom) be entitled to receive notices of meetings of the directors and shall be entitled to attend and vote as a director at any such meeting at which the director appointing him is not personally present and generally at such meeting to perform all functions of his

appointor as a director and for the purposes of the proceedings at such meeting the provisions of these articles shall apply mutatis mutandis as if he were a director. If an alternate director is himself a director, he shall be entitled in such circumstances as aforesaid to exercise the vote of the director for whom he is an alternate in addition to his own vote. If an alternate director's appointor does not sign the same the alternate director's signature to any resolution in writing of the directors shall be as effective as the signature of his appointor. The foregoing provisions of this article 31(3) shall also apply mutatis mutandis to any meeting of any such committee of which his appointor is a member.

- (4) Any alternate director shall be entitled to contract and be interested in and benefit from contracts or arrangements and be repaid expenses and to be indemnified to the same extent mutatis mutandis as if he were a director but he shall not be entitled to receive from the Company in respect of his appointment as alternate director any remuneration except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice to the Company from time to time direct.
- (5) In addition to the right to appoint any other director or any other person to be his alternate director, any director may at any time appoint any other director or any other person to act as a replacement director for him on such terms and subject to such conditions as he shall elect and may at any time terminate such appointment. Any such appointment or removal shall be by notice from the director to the Company.
- (6) Any such replacement director (as such) shall not be deemed to be a director by reason of such appointment and except as provided in these articles or in the notice appointing him shall not have power to act as a director nor have any of the responsibilities or duties of a director nor shall he be deemed to be a director for the purposes of these articles other than as specified in paragraphs (7) and (8) of this article. A replacement director shall not be deemed to be the agent of his appointor except in relation to matters in which he acted or failed to act on the direction of his appointor as given in the notice of his appointment.
- (7) A replacement director shall be entitled to attend and vote as a director and to count for the purposes of any quorum at any such meeting at which the director appointing him is not personally present and at which his appointor has authorised him to attend and vote. At any such meeting the replacement director shall be authorised to act in accordance with the authority given to him by his appointor in the notice of his appointment. If a replacement director is himself a director, he shall be entitled in such circumstances as aforesaid to exercise the vote of the director for whom he is a replacement in addition to his own vote. If a replacement director does not sign the same, the replacement director's signature to any resolution in writing as a director shall be as effective as the signature of his appointor. The foregoing provisions of this paragraph of this article shall apply mutatis mutandis to any meeting of any committee of the directors of which his appointor is a member.
- (8) The provisions of paragraphs (2) and (4) of this article 31 shall apply mutatis mutandis to any replacement director.

THE SEAL

32. (1) If the Company has a seal it shall only be used with the authority of the directors or of a committee of directors. The directors may determine who shall sign any document to which the seal is affixed and unless otherwise so determined it shall be signed by a director and by the secretary or a second 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.
- (2) The Company may exercise the powers conferred by section 39 of the Act with regard to having an official seal for use abroad, and such powers shall be vested in the directors.
- (3) The Company may dispense with the need for a company seal insofar as permitted by the Act.

NOTICE

33. (1) Any notice to be given to or by any person pursuant to these articles shall be in writing except that a notice calling a meeting of the directors need not be in writing.
- (2) Any notice to be given under these articles may be delivered personally or sent by first class post (airmail if overseas) or by telex or facsimile.
- (3) The address for service of any notice shall be as follows:
- (a) in the case of a member or his legal personal representative or trustee in bankruptcy such member's address as shown in the Company's register of members of the Company;
 - (b) in the case of a director his last known address or at the address notified by him to the Company for that purpose;
 - (c) in the case of a meeting of the directors the place of the meeting;
 - (d) in the case of the Company its registered office; and
 - (e) in the case of any other person to his or its last known address.
- (4) Any such notice shall be deemed to have been served and be effective:
- (a) if delivered personally, at the time of delivery;
 - (b) if posted, on receipt or at the expiry of two Business Days (or in the case of airmail four Business Days) after it was posted, whichever occurs first;

- (c) if sent by telex or facsimile, at the time of transmission (if sent during normal business hours, that is 9.30 to 17.30 local time in the place to which it was sent) or (if not sent during such normal business hours) at the beginning of the next day in the place to which it was sent; and
- (d) if sent by cable or telegram, at the time of delivery.

For the purposes of this article 35, "Business Day" means any day other than a Saturday, Sunday or any day which is a public holiday in the place or places at which the transaction in question is being effected or the notice in question is being effected.

- (5) In proving such service it shall be sufficient to prove that personal delivery was made, or that such notice was properly addressed stamped and posted or in the case of a telex that the intended recipient's answerback code is shown on the copy retained by the sender at the beginning and end of the message or in the case of a facsimile that an activity or other report from the sender's facsimile machine can be produced in respect of the notice showing the recipient's facsimile number and the number of pages transmitted.
- (6) In the case of joint holders of a share all notices shall be given to the joint holder whose name stands first in the register of members of the Company in respect of the joint holding. Notice so given shall constitute notice to all the joint holders.

WINDING UP

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

INDEMNITY

- 35. 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 sections 144 or 727 of the Act in which relief is granted to him by the Court, and no director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. This article shall only have effect insofar as its provisions are not avoided by section 310 of the Act.