

*The Companies Act 1985*

PUBLIC COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

of

EIDOS PLC

Company Number 3121578



1. The name of the Company is "Eidos plc".<sup>1</sup>
2. The Company is to be a Public Company.
3. The registered office of the Company will be situated in England.
4. The objects for which the Company is established are<sup>2</sup>:
  - (a) To carry on and undertake any business, transaction or operation commonly carried on or undertaken by bankers, financial agents, underwriters, concessionaires, bill brokers, discount houses, capitalists, merchants, promoters of companies with particular emphasis as a holding company, and to guarantee the payment of money and the fulfilment of obligations by other companies, firms and persons, and to advance and lend money on assets of all kinds with or without security for the same on such terms and in such manner as may be deemed expedient; to carry on either in connection with the business aforesaid or as distinct and separate businesses, the businesses of financing hire purchase transactions, guaranteeing or becoming security for the payment of money or the performance of any obligation or undertaking, all as the Company sees fit.
  - (b) To undertake the office of executor, administrator, treasurer, registrar, secretary, auditor, liquidator, receiver, manager or attorney; to generally undertake, perform and discharge any trust or agency business including investment consultants; to do all or any of the above acting as principals, agents, brokers, contractors, trustees, appointees, lessors, lessees or otherwise either in the United Kingdom or elsewhere.



<sup>1</sup> Pursuant to a special resolution of the members passed on 4 July 1996 the Company changed its name from Deltaloan plc to SCi Entertainment Group plc.

Pursuant to a special resolution of the members passed on 2 December 2008 the Company changed its name from SCi Entertainment Group plc to Eidos plc.

<sup>2</sup> Objects Clauses 4(a) and 4(b) were changed by special resolution passed on the 4 July 1996.

(c) To carry on any other business of any description which may seem to the Company capable of being advantageously carried on in connection with or ancillary to the objects of the Company or calculated directly or indirectly to enhance their value or render them more profitable.

(d) To purchase, sell, exchange, improve, mortgage, charge, rent, let on lease, hire, surrender, license, accept surrenders of, and otherwise acquire and deal with any freehold, leasehold or other property, chattels and effects, erect, pull down, repair, alter, develop or otherwise deal with any building or buildings and adapt the same for the purposes of the Company's business.

(e) To purchase or otherwise acquire all or any part of the business or assets of any person, firm or Company, carrying on or formed to carry on any business which this Company is authorised to carry on or possessed of property suitable to the purposes of this Company, and to pay cash or to issue any shares, stocks, debentures or debenture stock of this Company as the consideration for such purchase or acquisition and to undertake any liabilities or obligations relating to the business or property so purchased or acquired.

(f) To apply for, purchase or otherwise acquire any patents, licences or concessions which may be capable of being dealt with by the Company, or be deemed to benefit the Company and to sell, license, lease or grant rights thereto.

(g) To sell, let, license, develop or otherwise deal with the undertaking, or all or any part of the property assets or rights of the Company upon such terms as the Company may approve, with power to accept shares, debentures or securities of, or interests in, or guarantees by, any other Company.

(h) To invest and deal with the moneys of the Company not immediately required for the purposes of the Company in such shares or upon such securities and subject to such conditions as may seem expedient.

(i) To lend and advance money, give credit or guarantees, act as surety to such persons, firms or Companies, upon such terms and with or without security and subject to such conditions as may seem desirable.

(j) To guarantee the payment of any debentures, debenture stock, bonds, mortgages, charges, obligations, interest, dividends, securities, moneys or shares or the performance of contracts or engagements of any other Company or person and to give indemnities and guarantees of all kinds and to enter into partnership or any joint purse arrangement with any person, persons, firm or Company, having for its objects similar objects to those of this Company or any of them.

(k) To borrow or raise money in such manner as the Company shall think fit, the borrowing powers of the Company to be unlimited, and in particular, by the issue of debentures or debenture stock, charged upon all or any of the Company's property, both present and future, including its uncalled capital, and to re-issue any debentures at any time paid off.

(l) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, debentures, warrants, and other negotiable documents.

(m) To purchase, subscribe for, or otherwise acquire and hold shares, stocks or other interests in, or obligations of any other Company or corporation.

(n) To remunerate any person firm or Company for services rendered or to be rendered in placing or assisting to place any of the shares in the Company's capital or any debentures, debenture stock or other securities of the Company or in or about the formation or promotion of the Company or the conduct of its business.

(o) To pay out of the funds of the Company all costs and expenses of or incidental to the formation and registration of the Company and the issue of its capital and debentures including brokerage and commission.

(p) To promote or aid in the promotion of any Company or Companies for the purpose of acquiring all or any of the property rights and liabilities of this Company or for any other purpose which may seem directly or indirectly calculated to advance the interests of this Company.

(q) To make payments towards insurance and to support and subscribe to any charitable or public object and any institution, society, club or association which may in any way benefit the Company or its employees and to give pensions, gratuities or charitable aid or to establish and support or assist in the establishment and support of funds and trusts calculated to benefit directors or ex-directors, employees or ex-employees of the Company or their wives, children or other relatives or dependants.

(r) To remunerate the Directors of the company in any manner the Company may think fit.

(s) To distribute any property of the Company in specie among the members.

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

It is hereby expressly declared that the foregoing sub-clauses shall be construed independently of each other and none of the objects therein mentioned shall be deemed to be merely subsidiary to the objects contained in any other sub-clauses.

5. The liability of the members is limited.

6. The Share Capital of the Company is £50,000 divided into 50,000 Ordinary Shares of £1 each, with power to increase or to divide the shares in the capital for the time being, into different classes having such rights, privileges and advantages as to voting and otherwise, as the Articles of Association may from time to time prescribe.

We, the Subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum; and we agree to take the number of Shares shown opposite our respective names.

Names and Addresses of Subscribers	Number of Shares taken by each Subscriber
ACCESS NOMINEES LIMITED INTERNATIONAL HOUSE 31 CHURCH ROAD HENDON LONDON NW4 4EB	ONE
ACCESS REGISTRARS LIMITED INTERNATIONAL HOUSE 31 CHURCH ROAD HENDON LONDON NW4 4EB	ONE

DATED The 3rd day of July 1995

WITNESS to the above signatures:-

ACCESS COMPANY INCORPORATIONS LIMITED  
INTERNATIONAL HOUSE  
31 CHURCH ROAD  
HENDON  
LONDON  
NW4 4EB

THE COMPANIES ACTS 1985 to 1989  
PUBLIC COMPANY LIMITED BY SHARES  
NEW ARTICLES OF ASSOCIATION  
of  
EIDOS PLC<sup>1</sup>  
Company Number 3121578

Adopted by special resolution passed on 24 July 1996 and amended by special resolutions passed on  
28 January 2000, 20 February 2008 and 19 May 2008

OTHER REGULATIONS EXCLUDED

1. No regulation or article set out in any schedule to any statute concerning companies shall apply to the Company, but the following shall be the Articles of Association of the Company. Table A of the First Schedule to the Companies Act 1985 shall not apply.

INTERPRETATION

2. In these Articles the words standing in the first column of the following table shall bear the meaning set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context:-

WORDS	MEANINGS
The Act	The Companies Act 1985
These Articles	These Articles of Association as herein Contained or as from time to time altered.
The Board	The Board of Directors of the Company or the Directors present at a duly convened meeting of the Directors at which a quorum is present.
The Company	Eidos plc
Directors	The Directors for the time being of the Company.
The Group	The Company and any company which is for the time being its holding company and any company which is for the time being a subsidiary of the Company or of such holding company.

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<sup>1</sup> Pursuant to a special resolution of the members passed on 2 December 2008 the Company changed its name from SCi Entertainment Group plc to Eidos plc.

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**WORDS****MEANINGS**

In Writing	:	Written, printed, lithographed, or photographed, or visibly expressed in all or any of these or any other modes of representing or reproducing words.
London Stock Exchange	:	London Stock Exchange Limited.
Member	:	A member of the Company.
Month	:	Calendar Month.
The Office	:	The Registered Office for the time being of the Company.
Ordinary Shares	:	Ordinary Shares of 5p each in the Company.
Paid Up	:	Paid up and/or credited as paid up.
The Prescribed	:	An annual rate of interest equal to two per cent above the Base Lending Rate (or any equivalent thereof or successor thereto) published from time to time by Midland Bank plc in London being the Base Lending Rate in effect at the close of business in London on the day immediately preceding the day on which such rate falls to be determined.
The Register	:	The Register of Members of the Company.
The Seal	:	The Common Seal of the Company.
The Secretary	:	The Secretary of the Company and (subject to the provisions of the Act) any assistant or deputy Secretary and any person appointed by the Directors to perform any of the duties of the Secretary.
The Statutes	:	The Act and every other Act for the time being in force concerning companies and affecting the Company.
Sterling	:	The lawful currency of the United Kingdom.
The United Kingdom	:	Great Britain and Northern Ireland, the Channel Islands and the Isle of Man.

Words importing the singular number only shall include the plural number, and vice versa.

Words importing the masculine gender only shall include the feminine gender.

Words importing persons shall include corporations. The expressions "share" and "shareholder" shall include stock and stockholder. The expressions "debenture" and "debenture holder" shall include debenture stock and debenture stockholder.

Subject as aforesaid, any words or expressions defined in the Statutes shall (except where the subject or context forbids) bear the same meaning in these Articles.

References to any statute or statutory provision shall be construed as relating to any statutory modification or re-enactment for the time being in force.

References to sections on references to sections of the Act, and references to Articles are references to Articles of these Articles.

### **BUSINESS**

3. Any branch or kind of business which, by the Memorandum of Association of the Company or these Articles, is, either expressly or by implication, authorised to be undertaken by the Company may be undertaken by the Company at such time as the Board shall think fit, and further, may be suffered by them to be in abeyance, whether such branch or kind of business may have been actually commenced or not, so long as the Board may deem it expedient not to commence or proceed with such branch or kind of business.

### **CAPITAL**

4. The capital of the Company at the date of the ordinary resolution of the Company passed on 28 April 1998 is the sum of £1,250,000 divided into 25,000,000 Ordinary Shares of 5p each;
5. Without prejudice to any special rights for the time being conferred on the holders of any class of shares (which special rights shall not be modified, varied or abrogated except with such consent or sanction as is provided for by Article 52 hereof), any share in the Company (whether forming part of the present capital or not) may be issued with such preferred, deferred or other special rights, or subject to such conditions or restrictions, whether in regard to dividend, return of capital, voting or otherwise, as the Company may from time to time by Ordinary Resolution direct, or failing such direction (but in the case of unclassified shares only) as the Board may determine. The Company shall if required in accordance with Section 128 of the Act within one month from allotting shares deliver to the Registrar of Companies a statement in the prescribed form containing particulars of special rights.
- 5A. Subject to the Statutes, the Board has general and unconditional authority to offer, allot (with or without conferring rights of renunciation), grant options over, or otherwise deal with or dispose of any unissued shares of the Company (whether forming part of the original or increased share capital) or rights to subscribe for or convert any security into shares, to such persons, at such times and on such terms and conditions as the Board may decide, but no share may be issued at a discount.

### **SHARES**

6. Save as expressly permitted by Sections 151 to 154 of the Act the Company shall not give financial assistance, whether directly or indirectly, for the purpose of the acquisition of any

shares in the Company or its holding company (if any) or for reducing or discharging any liability incurred for the purpose of any such acquisition.

7. The Company may in connection with the issue of any shares exercise all powers of paying commission and brokerage conferred or permitted by the Statutes. Any such commission or brokerage may be satisfied in fully paid shares of the Company, in which case Sections 97 and 98 of the Act shall be complied with. In addition to all other powers of paying commissions the Company (or the Board on behalf of the Company) may exercise the powers conferred by the Statutes of applying its shares or capital monies in paying commissions to persons subscribing or procuring subscriptions for shares of the Company or agreeing so to do, whether absolutely or conditionally, Provided that the rate per cent. or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the Statutes and shall not exceed 10 per cent of the price at which the shares in respect whereof the commission is paid are issued or an amount equivalent thereto. The Company (or the Board on behalf of the Company) may also, on any issue of shares, pay such brokerage as may be lawful.
8. If two or more persons are registered as joint holders of any share, any one of such persons may give effectual receipts for any dividend or other monies payable in respect of such share.
9. The Company shall keep a Register of Members and such other registers and associated indices in relation to its Members as may be required by the Statutes and shall maintain such registers and indices in accordance with the Statutes. Save as required by the Statutes or provided by these Articles or otherwise 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 required to recognise any equitable, contingent, future or partial interest in any share or (except only as by these Articles otherwise expressly provided or as by Statute required or pursuant to an order of Court) any right whatsoever in respect of any share other than an absolute right to the entirety thereof in the registered holder.
10. Subject to the provisions of the Statutes the Company may:
  - (i) issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or of the shareholder and
  - (ii) with the authority of such Ordinary or Special Resolution as may be required by the Statutes and subject to the requirements of the London Stock Exchange purchase its own shares (including any redeemable shares) or enter into such agreement (contingent or otherwise) in relation to the purchase of its own shares on such terms and in such manner as may be approved by such resolution and permitted by the Statutes and subject to the requirements of the London Stock Exchange.

#### CERTIFICATES

11. Subject to the Statutes and the requirements of the London Stock Exchange, every Member shall without payment be entitled to receive within two months after the allotment of shares to him or lodgement of a transfer of shares to or by him (or within such other period as the conditions of issue shall provide) one certificate under the Seal for all the shares of each class registered or remaining registered in his name, provided that in the case of joint holders the Company shall not be bound to issue more than one certificate to all the joint holders, and delivery of such certificate to any one of them shall be sufficient delivery to all.



Unless the Board otherwise determines, no definitive Certificate shall be issued in respect of shares held by a stock exchange nominee (as defined in Section 185 of the Act). Every certificate shall be under the Seal or a securities seal kept by virtue of Section 40 of the Act and shall specify the number, class and distinctive numbers (if any) of the shares to which it relates and the amount paid up thereon. If and so long as all the issued shares of a particular class are fully paid and rank pari passu for all purposes then none of those shares shall be distinguished by a denoting number. A Member may require more than one certificate in respect of the shares held by him in the capital of the Company for the time being on the payment of such sum not exceeding 20p for each additional certificate as the Directors may determine provided that no Member shall be entitled to more than one certificate in respect of any one share held by him.

12. If any such certificate shall be worn out, defaced, destroyed or lost, it may be renewed without fee on such evidence being produced as the Board shall require and, in the case of wearing out or defacement, on delivery up of the old certificate and in the case of destruction or loss on execution of such indemnity (if any) as the Board may from time to time require. The Company shall be entitled to destroy old certificates which have been renewed.

#### CALLS ON SHARES

13. (A) The Board may, subject to the provisions of these Articles and to any conditions of issue, from time to time make such calls upon the Members in respect of all monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) as it thinks fit, provided that fourteen days' notice at least is given of each call, and each Member shall be liable to pay the amount of every call so made upon him to the persons and at the times and places appointed by the Board.  
(B) A call may be made payable by instalments.  
(C) A call shall be deemed to have been made as soon as the Resolution of the Board authorising such call shall have been passed and an entry in the Minute Book of a resolution of the Board making the call shall be conclusive evidence of the making of the call.  
(D) A call may be revoked or postponed as the Board shall determine.  
(E) The joint holders of a share shall be jointly and severally liable to pay all calls and instalments in respect thereof.
14. If on the day appointed for payment thereof, a call or instalment payable in respect of a share is not paid, the person from whom the amount of the call is due shall pay interest on such amount at the Prescribed Rate from the day appointed for payment thereof to the time of actual payment, but the Board shall have power to waive payment or remit such interest or any part thereof.
15. Any sum which by the terms of issue of a share is made payable upon allotment or at any fixed date, whether on account of the amount of the share or by way of premium, shall for all purposes of these Articles be deemed to be a call duly made and payable on the date fixed for payment and, in case of non-payment, the provisions of these Articles as to payment of interest and expenses, forfeiture and the like and all other relevant provisions of

the Statutes or of these Articles shall apply as if such sum were a call duly made and notified as hereby provided.

16. The Board may make arrangements upon the issue of shares for a difference between the holders of such shares in the amount of calls to be paid and in the time of payment of such calls.
17. The Board may, if it thinks fit, receive from any Member willing to advance the same all or any part of the monies due upon his shares beyond the sums actually called up thereon, and upon all or any of the monies so advanced the Board may (until the same would, but for such advance, become presently payable) pay or allow such interest (not exceeding, without the consent of a general meeting, the Prescribed Rate) as may be agreed between it and such Member, in addition to the dividend payable upon such part of the shares in respect of which such advance has been made as is actually called up. No sum paid up in advance of calls shall entitle the holder of a share in respect thereof to any portion of a dividend subsequently declared in respect of any period prior to the date upon which such sum would but for such payment become presently payable.
18. No Member shall be entitled to receive any dividend or to be present or vote at any meeting or upon a poll or to exercise any right or privilege as a Member, until he shall have paid all calls for the time being due and payable on every share held by him, whether alone or jointly with any other person, together with interest and expenses in respect of such calls.

#### FORFEITURE

19. If a Member or person entitled by transmission fails to pay in full any call or instalment of a call on the day appointed for payment thereof, the Board may at any time thereafter serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest and expenses which may have accrued.
20. The notice shall name a further day (not being less than fourteen days from the date of service of the notice) on or before which, and the place where, the payment required by the notice is to be made, and shall state that in the event of non-payment in accordance therewith the shares on which the call was made will be liable to be forfeited.
21. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which such notice has been given may at any time thereafter before payment of all calls and interest and expenses due in respect thereof has been made be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited share and not actually paid before forfeiture. The Board may accept a surrender of any share liable to be forfeited hereunder in lieu of forfeiture and the provisions of these Articles shall apply to any share so surrendered as if it had been forfeited.
22. Subject to the provisions of the Statutes, a share so forfeited or surrendered shall become the property of the Company and may be sold, re-allotted or otherwise disposed of either to the person who was before such forfeiture or surrender the holder thereof or entitled thereto, or to any other person, upon such terms and in such manner as the Board shall think fit. At any time before a sale, re-allotment or disposal the forfeiture or surrender may be cancelled on such terms as the Board may think fit. The Board may, if necessary, authorise some person to transfer a forfeited or surrendered share to any such other person as aforesaid.

23. A Member whose shares have been forfeited or surrendered shall cease to be a Member in respect of such shares but shall, notwithstanding the forfeiture or surrender, remain liable to pay to the Company all monies which at the date of forfeiture or surrender were presently payable by him to the company in respect of such shares with interest thereon at the Prescribed Rate.

#### LIEN

24. The Company shall have a first and paramount lien upon every share (not being a fully paid share) registered in the name of any Member, either alone or jointly with any other person, for his or his estate's debts, liabilities and engagements, whether solely or jointly with any other person, to or with the Company in respect of that share, whether the period for the payment, fulfilment or discharge thereof shall have actually arrived or not. Such lien shall extend to all dividends from time to time declared in respect of every such share but the Board may at any time declare any share to be exempt, wholly or partially, from the provisions of this Article.
25. For the purposes of enforcing such lien, the Company may sell, in such manner as the Board thinks fit, any share on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable nor until the expiration of fourteen days after a notice in writing, stating and demanding payment of the sum presently payable and giving notice of intention to sell in default, shall have been given to the holder for the time being of the share or the person entitled thereto by transmission.
26. The net proceeds of such sale after payment of the costs of such sale shall be applied in or towards payment or satisfaction of the debt or liability in respect whereof the lien exists, so far as the same is presently payable, and any residue shall (subject to a like lien for debts or liabilities not presently payable as existed upon the share prior to the sale) be paid to the person entitled to the shares at the time of the sale. For giving effect to any such sale the Board may authorise some person to transfer the shares sold to the purchaser thereof.
27. A statutory declaration in writing that the declarant is the Secretary or a Director of the Company and that a share has been duly forfeited or surrendered or sold to satisfy a lien of the Company on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share and such declaration and the receipt of the Company for the consideration (if any) given for the share on the sale, re-allotment or disposal thereof together with the share certificate delivered to a purchaser or allottee thereof shall (subject to the execution of a transfer if the same be required) constitute a good title to the share, and the person to whom the share is sold, re-allotted or disposed of shall be registered as the holder of the share and shall not be bound to see to the application of the purchase money (if any) nor shall his title to the share be affected by any irregularity or invalidity in the proceedings with reference to the forfeiture, surrender, sale, re-allotment or disposal of the share.

#### TRANSFER OF SHARES

28. Subject to the conditions and restrictions contained in these Articles, any Member may transfer all or any of his shares by instrument of transfer.
29. The instrument of transfer shall be signed by or on behalf of the transferor and (except in the case of fully paid shares) by or on behalf of the transferee but need not be under seal.

The transferor shall be deemed to remain the holder of the shares concerned until the name of the transferee is entered in the Register in respect thereof.

30. Subject to Article 39 and the requirements of the London Stock Exchange the Board may, in its absolute discretion and without assigning any reason, refuse to register a transfer of any share unless all of the following conditions are satisfied:-

- (i) it is in respect of a share which is fully paid up;
- (ii) it is in respect of only one class of shares;
- (iii) it is in favour of a single holder or not more than 4 joint holders;
- (iv) it is duly stamped (if required);
- (v) it is not in favour of a minor, bankruptcy, infant or person of unsound mind

it is delivered for registration to the registered office or such other place as the Board may decide accompanied by a certificate for the Shares to be transferred (save in the case of a transfer by a recognised person to whom no certificate was issued) and such other evidence as the Board may reasonably require to prove the title of the transferor and the due execution by him of the transfer, or if it is executed by some other person on his behalf, the authority of the person to do so. If a share has been admitted to the Official List of the London Stock Exchange, the Board may not refuse to register the transfer if this would prevent dealings in the share from taking place on an open and proper basis.

31. If the Board refuses to register a transfer of any shares it shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal as required by Section 183(5).
32. No fee shall be charged for registration of a transfer, probate, letters of administration, certificate of marriage or death, stop notice, power of attorney or other document relating to or affecting the title to any share or for making any entry in the Register affecting the title to any share.
33. Subject to the provisions of Section 358 of the Act and the requirements of the London Stock Exchange, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine Provided that the Register shall not be closed for more than thirty days in any year.
34. All instruments of transfer which shall be registered may be retained by the Company, but any instrument of transfer which the Board refuse to register shall (except in case of fraud) be returned to the person depositing the same. Subject as hereinbefore provided the Company shall be entitled to destroy all instruments of transfer of shares and other supporting documents which shall be been registered at any time after the expiration of six years from the date of registration thereof and all dividend mandates and notification of changes of address or name and all registered share certificates which have been cancelled at any time after the expiration of one year from the date of cancellation thereof and it shall conclusively be presumed in favour of the Company that every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered and that every share certificate so destroyed was a valid certificate duly and properly cancelled Provided that:-

- (i) (the provisions aforesaid shall apply only to the destruction of documents in good faith and without notice of any claim (regardless of the parties thereto) to which the document might be relevant
  - (ii) nothing herein contained shall be construed as imposing on the Company any liability in respect of the destruction of any such documents earlier than as aforesaid or in any case where the conditions of Proviso (i) above are not fulfilled
  - (iii) references herein to the destruction of any documents include references to the disposal thereof in any manner.
35. Nothing in these Articles shall preclude the Board from recognising a renunciation of the allotment of any share by the allottee in favour of some other person.

#### **TRANSMISSION OF SHARES**

36. In case of the death of a Member, the survivors or survivor where the deceased was a joint holder, and the executors or administrators of the deceased where he was a sole or only surviving holder, shall be the only persons recognised by the Company as having any title to his interest in the shares but nothing in these Articles shall release the estate of a deceased holder (whether sole or joint) from any liability in respect of any share held by him.
37. Any person becoming entitled to a share in consequence of the death or bankruptcy of a Member may upon such evidence as to title being provided as may from time to time be required by the Board subject as hereinafter provided either be registered himself as holder of the share upon giving to the Company notice in writing of such desire or transfer such share to some other person. All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers as aforesaid shall apply as if the death or bankruptcy of the Member had not occurred and the notice or transfer were a transfer executed by such Member.
38. Save as otherwise provided by or in accordance with these Articles, a person becoming entitled to a share in consequence of the death or bankruptcy of a Member shall (upon supplying to the Company such evidence as the Board may reasonable require as to his title to the share) be entitled to receive, and may give a discharge for all benefits arising or accruing on or in respect of the share, and 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 be entitled in respect thereof to exercise any right conferred by membership in relation to meetings of the Company until he shall have been registered as a Member in respect of the share; provided always that the Board may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share and if within 60 days the notice is not complied with such person shall be deemed to have elected to be registered as a Member in respect thereof and may be registered accordingly.

#### **DISCLOSURE OF INTERESTS IN SHARES**

39. (A) Sanctions for failure to disclose interest in shares

Where notice is served by the Company under section 212 of the Act (a "section 212 notice") on a Member, or another person appearing to be interested in shares held by that Member and the Member or other person has failed in relation to any shares

("the "default shares", which expression includes any shares issued after the date of the section 212 notice in right of those shares) to give the Company the information required within 14 days from the date of service of the section 212 notice, the following sanctions apply, unless the Board otherwise decides:-

- (i) the Member is not entitled in respect of the default shares to be present or to vote (either in person or by proxy) at a general meeting or at a separate meeting of the holders of a class of shares or on a poll or to exercise other rights conferred by membership in relation to the meeting or poll;
- (ii) where the default shares represent at least 0.25 per cent in nominal value of the issued shares of their class:
  - (a) a dividend (or any part of a dividend) or other amount payable in respect of the default shares shall be withheld by the Company, which has no obligation to pay interest on it; and
  - (b) no transfer of any of the default shares shall be registered unless (1) the transfer is an excepted transfer or (2) the Member is not himself in default in supplying the information required and the Member proves to the satisfaction of the Board that no person in default in supplying the information required is interested in any of the shares the subject of the transfer.

**(B) Removal of Sanctions**

The sanctions under this Article cease to apply 7 days after the earlier of receipt by the Company of:-

- (i) notice of registration of an excepted transfer in relation to shares transferred; and
- (ii) all information required by the section 212 notice, in a form satisfactory to the Board, in relation to other shares:

**(C) Notice to person other than a Member**

Where, on the basis of information obtained from a Member in respect of a share held by him, the Company issues a section 212 notice to another person, it shall at the same time send a copy of the section 212 notice to the Member, but the accidental omission to do so, or the non-receipt by the Member of the copy does not invalidate or otherwise affect the application of this Article.

**(D) Interest in shares, failure to give information and excepted transfers**

For the purpose of this Article:-

- (i) a person, other than a Member holding a share, is treated as appearing to be interested in that share if the Member has informed the Company that the person is or may be interested or if the Company (after taking account of information obtained from the Member or, pursuant to a section 212 notice, from anyone else) knows or has reasonable cause to believe that the person is or may be so interested;
- (ii) "interested" has the same meaning as that set out in section 212 of the Act;

- (iii) reference to a person having failed to give the Company the information required by a section 212 notice, or being in default in supplying such information, includes (a) reference to his having failed or refused to give all or any part of it and (b) reference to his having given information which he knows to be false in a material particular or having recklessly given information which is false in a material particular;
- (iv) "excepted transfer" means, in relation to shares held by a Member (a) a transfer pursuant to acceptance of a takeover offer for the Company (within the meaning of section 428(1) of the Act); or (b) a transfer in consequence of a sale made through a recognised investment exchange (as defined in the Financial Services Act 1986) or another stock exchange outside the United Kingdom on which shares in the capital of the Company are normally traded; or (c) a transfer which is shown to the satisfaction of the Board to be made in consequence of a sale of the whole of the beneficial interest in the shares to a person who is unconnected with the Member and with any other person appearing to be interested in the shares;
- (v) the provisions of this Article are in addition and without prejudice to the provisions of the Statutes.

### STOCK

- 40. The Company may, from time to time, by Ordinary Resolution, convert all or any of its fully paid shares into stock, and may from time to time, in like manner, convert any stock into fully paid shares of any denomination. No such conversion shall affect or prejudice any preference or other special privilege.
- 41. When any shares have been converted into stock, the several holders of such stock may transfer their respective interests therein, or any part of such interests, in such manner as the Company by Ordinary Resolution shall direct but in default of any such direction 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 will admit. But the Board may, if it thinks fit, from time to time fix the minimum amount of stock transferable; provided that such minimum shall not exceed the nominal amount of the shares from which the stock arose.
- 42. 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 general meetings of the Company and other matters, and be subject to the same provisions of these Articles as if they held the shares from which the stock arose, but no such privilege or advantage shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.

### ALTERATIONS OF CAPITAL

- 43. The Company may from time to time by Ordinary Resolution, whether all the shares for the time being authorised shall have been issued or all the shares for the time being issued shall have been fully paid or not, increase its share capital by the creation of new shares, such new capital to be of such amount and to be divided into shares of such respective amounts as the Resolution shall direct.

44. Except as otherwise provided by or pursuant to these Articles or by the conditions of issue, any new share capital shall be considered as part of the existing share capital, and shall be subject to the same provisions with reference to the payment of calls, transfer, transmission, forfeiture, lien and otherwise as the existing share capital.

45. The Company may from time to time by Ordinary Resolution:-

- (i) consolidate all or any of its share capital into shares of larger amounts than its existing shares
- (ii) 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 and diminish the amount of its share capital by the amount of the shares so cancelled

sub-divide its shares, or any of them, into shares of smaller amount than is fixed by the Memorandum of Association, subject nevertheless to the provisions of Section 121(3) of the Act and so that the Resolution whereby any share is sub-divided may determine that, as between the holders of the shares resulting from such subdivision, one or more of the shares may have any such preferred or other special rights as they may have such deferred rights, or be subject to such restrictions, as compared with the others, as the Company has power to attach to unissued or new shares.

46. Subject to the provisions of the Statutes, the Company may from time to time 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.

47. Upon any consolidation of fully paid shares into shares of larger amount the Board may settle any difficulty which may arise with regard thereto and in particular may, as between the holders of shares so consolidated, determine which shares are consolidated into each consolidated share and, in the case of any shares registered in the name of one Member being consolidated with shares registered in the name of another Member, the Board may make such arrangements for the allotment, acceptance and/or sale of fractional shares or for the sale of the consolidated share and may sell the fractions or the consolidated share either upon the market or otherwise to such person at such time and at such price as it may think fit and shall distribute the net proceeds of sale among such Members rateably in accordance with their rights and interests in the consolidated share or the fractions and for the purposes of giving effect to any such sale the Board may appoint some person to transfer the shares or fractions sold to any purchaser thereof and such appointment and any transfer executed in pursuance thereof shall be effective.

48. Anything done in pursuance of the last three preceding Articles shall be done in the manner provided and subject to any conditions imposed by the Statutes, so far as they shall be applicable, and, so far as they shall not be applicable, in accordance with the terms of the Resolution authorising the same, and, so far as such Resolution shall not be applicable, in such manner as the Board shall determine.

#### **MODIFICATION OF CLASS RIGHTS**



49. None of the rights, privileges or conditions for the time being attached or belonging to any class of shares forming part of the issued capital for the time being of the Company shall be modified, varied or abrogated in any manner except with the consent in writing of the holders of three fourths in nominal value of the issued shares of the class or the sanction of an Extraordinary Resolution passed at a separate meeting of the members of that class, and then only subject to the provisions of Section 127 of the Act. To any such separate meeting all the provisions of these Articles as to general meetings shall mutatis mutandis apply but so that the necessary quorum (other than at an adjourned meeting) shall be two Members of the class holding or representing by proxy one third of the capital paid up on the issued shares of the class and, at an adjourned meeting, one Member holding shares of the class in question present in person or by proxy may demand a poll and shall be entitled on a poll to one vote for every such share held by him. 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 these Articles or by the terms of issue of the shares of that class, be deemed to be modified, varied or abrogated by the creation or issue of further shares ranking *pari passu* therewith.

### **GENERAL MEETINGS**

50. An Annual General Meeting of the Company shall be held in each year in addition to any other meetings which may be held in that year, and such meeting shall be specified as the Annual General Meeting in the notices calling it. Not more than fifteen months shall elapse between the date of one Annual General Meeting and the date of the next. Subject as aforesaid and to the provisions of the Statutes the Annual General Meeting shall be held at such time and place as the Board shall appoint.
51. All general meetings of the Company other than Annual General Meetings shall be called Extraordinary General Meetings.
52. The Board may call an Extraordinary General Meeting whenever it thinks fit. Extraordinary General Meetings shall also be convened on such requisition, or, in default, may be convened by such requisitionists as provided by the Statutes. If at any time there are not 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 Board.
53. In the case of an Extraordinary General Meeting called in pursuance of a requisition, unless such meeting shall have been called by the Directors, no business other than that stated in the requisition as the objects of the meeting shall be transacted.

### **NOTICE OF GENERAL MEETINGS**

54. At least twenty-one clear days' notice of every Annual General Meeting and at least fourteen clear days' notice of every Extraordinary General Meeting shall be given, in the manner hereinafter mentioned, to such Members as are under the provisions of these Articles entitled to receive such notices from the Company and to the Auditors of the Company. Every notice of meeting shall specify the place, day and hour of meeting and, in the case of special business, the general nature of such business and shall also state with

reasonable prominence that a Member entitled to attend and vote at the meeting is entitled to appoint one or more proxies to attend and vote instead of him and that a proxy need not also be a Member. In the case of a meeting convened for passing a Special or Extraordinary Resolution the notice shall specify the intention to propose the Resolution as a Special or Extraordinary Resolution as the case may be.

55. A meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in the last preceding Article, be deemed to have been duly called if it is so agreed:-
- (i) in the case of a meeting called as the Annual General Meeting, by all the Members entitled to attend and vote thereat; and
  - (ii) 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 a right to attend and vote at the meeting.
56. 56. It shall be the duty of the Company, subject to the provisions of the Statutes, on the requisition in writing of such number of Members as is specified in Section 376 of the Act and (unless the Company otherwise resolves) at the expense of the requisitionists, (i) to give to Members entitled to receive notice of the next Annual General Meeting notice of any resolution which may properly be moved and is intended to be moved at that meeting, and (ii) to circulate to Members entitled to have notice of any general meeting sent to them any statement of not more than one thousand words with respect to the matter referred to in any proposed resolution or the business to be dealt with at that meeting.
57. The accidental omission to give notice of any meeting to, or the non-receipt of notice of any meeting by, any person entitled to receive notice shall not invalidate any resolution passed or proceeding had at that meeting.

#### PROCEEDINGS AT GENERAL MEETINGS

58. All business that is transacted at an Extraordinary General Meeting shall be deemed special and all business that is transacted at an Annual General Meeting shall also be deemed special, with the exception of declaring a dividend, the consideration of the accounts and balance sheet and the reports of the Directors and the Auditors and any other documents accompanying or annexed to the balance sheet the election of Directors and the Auditors and the fixing of the remuneration of the Directors and the Auditors.
59. Where by any provisions contained in the Statutes special notice is required of a resolution, the resolution shall not be effective unless notice of the intention to move it has been given to the Company not less than twenty-eight days (or such shorter period as the Statutes permit) before the meeting at which it is moved and the Company shall give to its Members notice of such resolution in accordance with these Articles and the Statutes.
60. No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. For all purposes the quorum shall be not less than three Members present in person or by proxy and entitled to attend and vote at the meeting.

61. The Chairman of the Board shall preside at every general meeting, but if there be no such Chairman, or he shall be unwilling to preside or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding the same the Deputy-Chairman of the Board shall preside, or if there be no such Deputy-Chairman, or he shall be unwilling to act, or if he be not present within such period the Directors present shall choose some Director, or if no Director be present, or if all the Directors present decline to take the chair, the Members present in person or by proxy shall choose one of themselves to be Chairman of the meeting.
62. If within fifteen minutes from the time appointed for the holding of a general meeting a quorum is not present, the meeting, if convened on the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to such time and place as the Chairman of the meeting shall decide and if at such adjourned meeting a quorum is not present within fifteen minutes from the time appointed for holding the meeting, the persons present (if more than one) shall be a quorum.
63. The Chairman may, with the consent of the meeting (and shall, if so directed by the meeting), adjourn any meeting from time to time and from place to place. Whenever a meeting is adjourned for thirty days or more, seven days' notice at the least, specifying the place, the day and the time of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, no member shall be entitled to any notice of an adjournment or of the business to be transacted at an adjourned meeting. No business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place.
64. (A) At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless before or upon the declaration of the result of the show of hands a poll be demanded:-
- (i) by the Chairman, or
  - (ii) by not less than three Members present in person or by proxy and entitled to vote, or
  - (iii) by any Member or Members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting, or
  - (iv) by a Member or Members holding shares in the Company conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right.
- (E) Unless a poll be so demanded a declaration by the Chairman of the meeting that a resolution has on a show of hands been carried, or carried unanimously or by a particular majority, or lost or not carried by a particular majority, shall be conclusive, and an entry to that effect in the Minute Book of the Company shall be conclusive of the votes recorded in favour of or against such resolution.
65. 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 (not being more than thirty days from the date of the meeting or the adjourned meeting at which

such poll was demanded) and place and in such manner as the Chairman shall direct and the result of the poll shall be deemed to be the Resolution of the meeting at which the poll was demanded. No notice need be given of a poll not taken immediately. The demand for a poll may be withdrawn.

66. In the case of an equality of votes whether on a show of hands or on a poll, the Chairman of the meeting shall be entitled to a further or casting vote in addition to the votes to which he may be entitled as a Member.

67. If:-

- (i) any objection shall be raised to the qualification of any voter, or
- (ii) any votes have been counted which ought not to have been counted or which might have been rejected, or
- (iii) any votes are not counted which ought to have been counted,

the objection or error shall not vitiate the decision of the meeting on any resolution unless the same is raised or pointed out at the meeting or adjourned meeting at which the vote objected to is given or tendered or at which the error occurs. Any objection or error shall be referred to the Chairman of the meeting and shall only vitiate the decision of the meeting on any resolution if the Chairman decides that the same is of sufficient magnitude to vitiate the resolution or may otherwise have affected the decision of the meeting. The decision of the Chairman on such matters shall be final and conclusive.

68. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

#### VOTES OF MEMBERS

69. Subject to any special terms as to voting upon which any shares may be issued, or may for the time being be held, and subject to the provisions of Article 42 hereof, upon a show of hands every Member present in person and entitled to vote shall have one vote and upon a poll every Member present in person or by proxy and entitled to vote shall have one vote for every ordinary share held by him.

70. If any Member be of unsound mind or otherwise incapacitated, he may vote by his curator bonis, committee, or other legal curator and such last mentioned persons may give their votes either personally or by proxy, provided that such evidence as the Board may require of the authority of the persons claiming to vote shall have been deposited at the Office not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which such person claims to vote.

71. If two or more persons are jointly entitled to a share, then, in voting upon any question, 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 registered holders of the share, and for this purpose seniority shall be determined by the order in which the names stand in the Register.

72. No Member shall be entitled to be present or to be counted in the quorum at any general meeting unless he shall be the holder of one or more shares giving the right to attend thereat

upon which all calls or other monies due and payable in respect of the same shall have been paid and no Member shall be entitled to vote at any general meeting or upon a poll either personally or by proxy in respect of any share upon which any call or other monies due and payable have not been paid.

73. Votes may be given either personally or by proxy. On a show of hands a member (other than a corporation) present only by proxy shall have no vote, but a proxy for or representative of a corporation may vote on a show of hands. A proxy need not be a Member of the Company and a Member may appoint one or more than one person to act as his proxy.
74. If a Member appoints more than one person to act as his proxy the instrument appointing each such proxy shall specify the shares held by the Member in respect of which each such proxy is to vote and no Member may appoint more than one proxy to vote in respect of any one share held by that Member.
75. The instrument appointing a proxy shall be in writing under the hand of the appointor, or his attorney duly authorised in writing, or if such appointor is a corporation under its common seal or under the hand of a duly authorised officer or attorney duly authorised in that behalf. The Directors may, but shall not be bound to, require evidence of authority of such officer or attorney.
76. A vote given in accordance with the terms of an instrument appointing a proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or transfer of the share in respect of which it is given, unless previous intimation in writing of the death, insanity, revocation or transfer shall have been received at the Office one hour at least before the time fixed for holding the meeting.
77. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll and to vote at such poll.
78. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed, or a notarially certified copy thereof, shall be deposited at such place as may be specified for that purpose in the notice convening the meeting or in the instrument of proxy or if no place is so specified at the Office at least forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in such instrument proposes to vote or, in the case of a poll, not less than forty-eight hours before the time appointed for the taking of the votes otherwise the person so named shall not be entitled to vote in respect thereof.
79. An instrument of proxy may be in any common form or in such other form as the Board may from time to time approve.
80. Subject to the Statutes and the requirements of the London Stock Exchange, the Board may at the expense of the Company send by post or otherwise, to the Members instruments of proxy (with or without provision for their return prepaid) for use at any general meeting or at any meeting of any class of Members of the Company either in blank or nominating in the alternative any one or more of the Directors or the Chairman of the meeting or any other person or persons. If, for the purpose of any meeting, invitations to appoint as proxy a person or one of a number of persons, specified in the invitations are issued at the

Company's expense they shall be issued to all (and not to some only) of the Members entitled to be sent a notice of the meeting and to vote thereat by proxy.

#### **CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS**

81. Any corporation which is a Member of the Company may, by resolution of its directors or other governing body, authorise any person to act as its representative at any meeting of the Company or of any class of Members thereof and such representative shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual shareholder.

#### **DIRECTORS**

82. Until otherwise determined by a general meeting, the number of Directors shall not be less than three nor more than ten. The Company may by Ordinary Resolution from time to time vary the minimum and maximum number of Directors.
83. The Board may from time to time and at any time appoint any other person to be a Director either to fill a casual vacancy or by way of addition to the Board. A Director so appointed shall hold office only until the Annual General Meeting following next after his appoint, when he shall retire, but shall then be eligible for re-election, a Director so retiring shall not be taken into account in determining the number of Directors to retire by rotation at such meeting in accordance with Article 104.
84. A Director shall not require a share qualification, but shall nevertheless be entitled to attend and speak at any general meeting of, or at any separate meeting of the holders of any class of shares in, the Company.
85. There shall be paid out of the funds of the company to the Directors of the Company as fees in each year, an aggregate sum not exceeding £75,000 as the Directors may determine, such sum to be divided among such Directors in such proportion and manner as they may agree or, in default of agreement, equally provided that any such Director holding the office of Director for part of year shall unless otherwise agreed be entitled only to a proportionate part of such remuneration. The Company may by ordinary resolution increase the amount of the fees payable under this Article either permanently or for a year or longer term.
86. The Directors shall also be entitled to be repaid all travelling hotel and other expenses properly incurred by them respectively in and about the performance of their duties as Director, including their expenses of travelling to and from Board or Committee or general meetings.
87. The Board may grant special remuneration to any member thereof who, being called upon, shall render any special or extra services to 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 Board shall determine.

#### **INTERESTS OF DIRECTORS**

88. A Director may hold any other office or place of profit under the Company (except that of Auditor) in conjunction with his office of Director and subject to the provisions of Section 319 of the Act on such terms as to remuneration and otherwise as the Board shall arrange. 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 or Auditors to the Company.
89. Subject to the provisions of the Statutes, no Director or intending Director shall be disqualified by his office from contracting with the Company either as vendor, purchaser or otherwise nor subject to the interest of the Director concerned being duly declared as required by Article 91 shall any such contract or any contract or arrangement entered into by or on behalf of the Company in which any Director shall be 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 relationship thereby established.
90. A Director may hold office as a director or other officer of or be otherwise interested in any other company of which the Company is a member or in which the Company is otherwise interested and unless otherwise agreed shall not be liable to account to the Company for any remuneration or other benefits receivable by him as a director or officer of, or by virtue of his interest in such other company.
91. Without prejudice to the requirements of the Statutes, a Director, including an alternate 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 Board. In the case of a proposed contract the declaration shall be made at the meeting of the Board at which the question of entering into the contract is first taken into consideration or, if the Director was not at the date of that meeting interested in the proposed contract, at the next meeting of the Board held after he become so interested. In a case where the Director becomes interested in a contract after it is made the declaration shall be made at the first meeting of the Board held after the Director becomes so interested. In a case where the Director is interested in a contract which has been made before he was appointed a Director the declaration shall be made at the first meeting of the Board held after he is so appointed. For the purposes of this Article a general notice given to the Board by a Director to the effect that he is a member of any specified company or firm and is to be regarded as interested in any contract which may, after the date of the notice be made with that company or firm, or he is to be regarded as interested in any contract which may after the date of the notice be made with a specified person who is connected with him (within the meaning of Section 346 of the Act) shall (if such Director shall give the same at a meeting of the Board or shall take reasonable steps to secure that it is brought up and read at the next meeting of the Board after it is given) be deemed a sufficient declaration of interest in relation to any contract so made. In this Article the expression "contract" shall be construed as including any transaction or arrangement whether or not constituting a contract.
92. (A) Save as herein provided, a Director shall not vote in respect of any contract or arrangement or any other proposal whatsoever in which he has any interest otherwise than by virtue of his interests in shares or debentures or other securities of

or otherwise through the Company. A Director shall not be counted in the quorum at a meeting in relation to any resolution in respect of which he is debarred from voting.

- (B) A Director shall (in the absence of some other interest than is indicated below) be entitled to vote (and be counted in the quorum) in respect of any resolution concerning any of the following matters namely:-
- (i) the giving of any guarantee security or indemnity to him in respect of money lent or obligations incurred by him at the request of or for the benefit of the company or any of its subsidiaries;
  - (ii) the giving of any guarantee security or indemnity to a third party in respect of a debt or obligation of the Company or any of its subsidiaries for which he himself has assumed responsibility in whole or in part under a guarantee or indemnity or by giving of security;
  - (iii) where the Company or any of its subsidiary undertakings is offering securities in which offer the Director is or may be entitled to participate as a holder of securities or in the underwriting or sub-underwriting of which the Director is to participate;
  - (iv) relating to another company in which he and any persons connected with him do not to his knowledge hold an interest in shares (as that term is used in section 198 to 211 Companies Act 1985) representing one per cent or more of either any class of the equity share capital, or the voting rights, in such company;
  - (v) relating to an arrangement for the benefit of the employees of the Company or any of its subsidiary undertakings which does not award him any privilege or benefit not generally awarded to the employees to whom such arrangement relates; or
  - (vi) concerning insurance which the Company proposes to maintain or purchase for the benefit of Directors or for the benefit of persons including Directors.
- (C) Where proposals are under consideration concerning the appointment (including fixing or varying the terms of appointment) of two or more Directors to offices or employments with the Company or any company in which the Company is interested, such proposals may be divided and considered in relation to each Director separately and in such cases each of the Directors concerned (if not debarred from voting under the proviso to paragraph (B)(iv) of this Article) shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment.
- (D) If any question shall arise at any meeting as to the materiality of a Director's interest or as to the entitlement of any Director to vote and such question is not resolved by his voluntarily agreeing to abstain from voting, such question shall be determined by a majority of votes of the remaining Directors present at the meeting and, in the case of an equality of votes, the Chairman (unless he be the Director the materiality of whose interest or the entitlement of whom to vote shall be in issue) shall have a second or casting vote and their ruling in relation to any other Director shall be final and conclusive except in a case where the nature or extent of the interests of the



Director concerned have not been fairly disclosed and pending such ruling paragraph (A) of this Article shall apply to the Director in question.

#### MANAGING AND OTHER EXECUTIVE DIRECTORS

93. (A) The Board may from time to time appoint one or more of its body to be the holder of any executive office, including the office, of Managing or Joint or Assistant Managing Director, on such terms and for such period as it may determine.
- (B) A Director so appointed to the office of Managing or Joint or Assistant Managing Director shall not, while holding that office, be subject to retirement by rotation or be taken into account in determining the number of Directors to retire by rotation. A Director so appointed to any other executive office shall be subject to retirement by rotation and shall be taken into account in determining the rotation of retirement of Directors and the number of Directors to retire by rotation.
- (C) The appointment of any Director to the office of Managing or Joint or Assistant Managing Director shall terminate if he ceases from any cause to be a Director but without prejudice to any claim he may have for damages for breach of any contract of service between him and the Company. The appointment of any Director to any other executive office shall be subject to termination in accordance with the terms of his contract of employment if he ceases from any cause to be a Director, unless the contract or Resolution under which he holds office shall expressly state otherwise, but without prejudice to any claim he may have for damages for breach of any contract of service between him and the Company.
- (D) A Director holding any executive office shall receive such remuneration, whether in addition to or in substitution for his ordinary remuneration as a Director and whether by way of salary, commission, participation in profits or otherwise, as the Board may determine.
- (E) The Board may entrust to and confer upon a Director holding any executive office any of the powers exercisable by the Board upon such terms and conditions and with such restrictions as it thinks fit, and either collaterally with or to the exclusion of its own powers and may from time to time revoke, withdraw, alter or vary all or any of such powers.
- (F) The Company shall not (and the Board shall exercise all voting and other rights and powers of control exercisable by the Company in respect of its subsidiary companies so as to secure that none of its subsidiary companies shall) grant any contract of service to any such Managing Director or such other officer as is referred to in paragraph (A) of this Article or any proposed Managing Director or such other officer as aforesaid which does not expire or is not determinable within five years of the date of grant thereof without payment of compensation (other than statutory compensation) except with the previous sanction of the Company in general meeting.

#### POWERS OF DIRECTORS

94. The business of the Company shall be managed by the Board, which may exercise all such powers of the Company and do on behalf of the Company all such acts as may be

exercisable and done by the Company, and as are not by the Statutes or by these Articles required to be exercised or done by the company in general meeting, subject nevertheless to any regulations of these Articles, to the provisions of the Statutes, 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 Board which would have been valid if such regulation had not been made. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Directors by any other Article.

95. The Board may establish any local boards or agencies for managing any of the affairs of the Company, and may appoint any persons to be members of such local boards or any managers or agents and may fix their remuneration, and may delegate to any local board, manager or agent any of the powers, authorities and discretions vested in the Board, with power to sub-delegate, and may authorise the members of any local board, or any of them, to fill any vacancies therein, and to act notwithstanding vacancies, and any such appointment or delegation may be made upon such terms and subject to such conditions as the Board may think fit, and the Board may remove any person so appointed, and may annul or vary any such delegation, but no person dealing in good faith and without notice of any such annulment or variation shall be affected thereby.
96. The Board may from time to time and at any time, by power of attorney under the Seal, appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Board to be the attorney or attorneys of the Company for such purpose and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under these Articles) and for such period and subject to such conditions as it may think fit and any such powers of attorney may contain such provisions for the protection and conveniences of persons dealing with any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in him.
97. The Company or the Board on behalf of the Company may exercise all the powers of Section 39 of the Act, relating to official seals for use abroad, and any such seal shall be affixed by the authority and in the presence of, and the instrument sealed therewith shall be signed by, such persons as the Board shall from time to time by writing under the Seal appoint.
98. (A) The Board may establish, maintain, participate in or contribute to, or procure the establishment, maintenance of, participation in or contribution to, any pension, superannuation, benevolent or life assurance fund, scheme or arrangement (whether contributory or otherwise) for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances, benefits and emoluments to, any persons who are or were at any time in the employment or service of the Company or any of its predecessors in business or of any company which is a holding company or a subsidiary of the Company or who may be or have been Directors or officers of the Company or of any such other company as aforesaid and who hold or have held executive positions or agreements for service with the Company or any such other company, and the wives, widows, families and dependants of any such persons. The Board may also establish, subsidise and subscribe to any institutions, associations, societies, clubs or funds calculated to be for the benefit of or to advance the interests and well being of the Company or of any such other company as aforesaid, or of any such person as aforesaid, and make payments for or towards the insurance of any

such persons as aforesaid and subscribe or guarantee money for charitable or benevolent objects, or for any exhibition or for any public, general or useful object, and do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid. Any Director who holds or has held any such executive position or Agreement for service shall be entitled to participate in and retain for his own benefit any such donations, gratuity, pension, allowance, benefit or emolument.

- (B) The Board may also establish and maintain any employees' share scheme share option or share incentive scheme approved by Ordinary Resolution whereby selected employees of the Company or of any company which is a subsidiary of the Company are given the opportunity of acquiring shares in the capital of the Company on the terms and subject to the conditions set out in such scheme and establish and (if any such scheme so provides) contribute to any scheme for the purchase by, or transfer, allotment or issue to, trustees of shares in the Company or its holding company to be held for the benefit of employees (including Directors and officers) of the Company and, subject to the Statutes, lend money to such trustees or employees to enable them to purchase such shares provided that if any shares are to be issued to employees or trustees under the provisions of any such scheme pursuant to which the rights attaching to such shares shall be altered or varied then any such scheme shall be approved by Special Resolution and these Articles shall be deemed to be altered so far as appropriate by the Special Resolution approving such scheme.

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

#### POWERS OF BORROWING AND MORTGAGING

100. (A) Subject as hereinafter provided the Board may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and assets both present and future, including uncalled capital, and subject to the provisions of Article 10 hereof and to Section 80 of the Act to issue debentures, and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.
- (B) The Board shall restrict the borrowings of the Company and exercise all voting and other rights or powers of control exercisable by the Company in relation to its subsidiary companies so as to secure (as regards subsidiary companies so far as by such exercise they can secure) that the aggregate amount for the time being remaining undischarged of all monies borrowed by the Group (exclusive of inter-Group borrowings) shall not at any time without the previous sanction of an Ordinary Resolution of the Company exceed a sum equal to twice the adjusted total of the share capital and consolidated reserves, PROVIDED THAT no such sanction shall be required to the borrowing or securing the repayment of any sum or sums of money intended to be applied and actually applied within six months of the date of borrowing in the repayment (with or without premium) of any monies then already borrowed or secured and then outstanding notwithstanding that the same may result in such limit being temporarily exceeded.

- (C) "The adjusted total of the share capital and consolidated reserves" means the aggregate of (a) the amount paid up on the issued share capital of the Company and (b) the amounts standing to the credit of the consolidated capital and revenue reserves of the Company and its subsidiaries (including any share premium account and capital redemption reserve fund plus or minus the credit or debit balance as the case may be of the consolidated profit and loss account) all as shown in the then latest audited consolidated balance sheet of the Company and its subsidiaries but:-
- (i) adjusted as may be appropriate to reflect any variation since the date of that balance sheet in the amount of such paid up share capital or consolidated capital reserves, including (a) any alteration thereto resulting from any company becoming or ceasing to be a subsidiary since the date of the latest balance sheet of the Company and its subsidiaries and (b) any alteration thereto which would result from any transaction contemplated at the time when the adjusted total of the share capital and consolidated reserves is being computed or from any transaction carried out contemporaneously therewith;
  - (ii) after deducting therefrom any amounts attributable to goodwill (other than goodwill arising on consolidation);
  - (iii) after excluding therefrom any sums set aside for taxation and amounts attributable to minority interests in subsidiaries;
  - (iv) (after making such other adjustments (if any) as the Auditors consider appropriate.
- (D) For the purpose of this Article the nominal amount of any share capital and the principal amount of any borrowed monies or debentures guaranteed, and the nominal amount of any debentures issued by the Company or any subsidiary, together in each case with any premium payable on redemption or repayment, shall (if not otherwise taken into account) be deemed to be monies borrowed.
- (E) For the purposes of this Article any amounts borrowed by the Company or any one or more of its subsidiaries from bankers or others for the purpose of financing any contract up to an amount not exceeding that part of the price receivable under such contract which is guaranteed or insured by the Export Credits Guarantee Department or other like institution carrying on a similar business shall not be deemed to be or represent monies borrowed.
- (F) Nevertheless no lender or other person dealing with the Company shall be concerned to see or inquire whether this limit is observed. 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 would thereby be exceeded.
- (G) Borrowed monies of the Company or any one or more of its subsidiaries expressed in or calculated by reference to a currency other than Sterling shall be translated into Sterling by reference to the rate of exchange used for the conversion of such currency in the latest audited balance sheet of the relevant member of the Group or, if the relevant currency was not thereby involved, by reference to the rate of

exchange or approximate rate of exchange ruling on such date and determined on such basis as the Auditors may determine or approve.

101. The Board may mortgage or charge all or any part of the Company's undertaking, property and uncalled capital and subject to Article 10 hereof and to Section 80 of the Act may issue or sell any bonds, loan notes, debentures or other securities whatsoever for such purposes and upon such terms as to time of repayment, rate of interest, price of issue or sale, payment of premium or bonus upon redemption or repayment or otherwise as it may think proper including a right for the holders of bonds, loan notes, debentures or other securities to exchange the same for shares in the Company of any class authorised to be issued.

#### **ROTATION, RETIREMENT AND REMOVAL OF DIRECTORS**

102. The office of a Director shall be vacated if:-

- (i) he ceases to be a Director by virtue of any provision of the Statutes or he becomes prohibited by law from being a Director; or
- (ii) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (iii) he is, or may be, suffering from mental disorder and either:-
  - (a) 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
  - (b) 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
- (iv) he becomes physically or mentally incapable of performing the functions of a Director and the Board shall resolve that he be disqualified; or
- (v) in the case of a Director holding executive office, subject to the terms of any contract between him and the Company, he resigns his office by notice in writing to the Company; or
- (vi) he shall for more than six consecutive months have been absent without permission of the Board from meetings of the Board held during that period and the Board shall resolve that his office be vacated; or
- (vii) he shall be removed from office by notice in writing served on him signed by all his co-Directors but so that if he holds an appointment to an executive office which thereby automatically determines, such removal shall be deemed an act of the Company and shall have effect without prejudice to any claim for damages for breach of any contract of service between him and the Company.

103. Subject to the provisions of Section 293 of the Act every Director shall retire at the first Annual General Meeting which shall occur after the date of his seventieth birthday, but shall then be eligible for re-election for the period from that Annual General Meeting until the end of the next following Annual General Meeting when again he shall retire. Any such Director shall be eligible for re-election for a subsequent term or terms, but on each occasion only until the end of the next following Annual General Meeting after the date of his re-election. A Director retiring at any Annual General Meeting in accordance with the provisions of this Article shall not be taken into account in determining the number of Directors to retire by rotation at such meeting in accordance with Article 108.
104. Subject as provided in Article 108 hereof, at the Annual General Meeting in every year one-third of the Directors for the time being (other than those retiring in accordance with Articles 102 and 109) or if their number is not a multiple of three then the number nearest to but not exceeding one-third shall retire from office. Provided always that if in any year the number of Directors (other than those retiring as aforesaid) shall be two, one of such Directors shall retire, and if in any year there shall be only one Director (other than those retiring as aforesaid) that Director shall retire.
105. The Directors to retire at the Annual General Meeting in every year shall include (so far as necessary to obtain the number required) any Director who wishes to retire and not to offer himself for re-election. Any further Directors so to retire shall be the Directors who have been longest in office since their last election. As between Directors of equal seniority, the Directors to retire shall in the absence of agreement be selected from among them by lot. A retiring Director shall be eligible for re-election and shall act as a Director throughout the meeting at which he retires.
106. The Company, at the meeting at which a Director retires in the manner aforesaid, may fill the vacated office by electing a person thereto and, in default, the retiring Director shall, if offering himself for re-election, be deemed to have been re-elected, unless at such meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such Director shall have been put to the meeting and lost.
107. No person not being a Director retiring at the meeting shall, unless recommended by the Board for election be eligible for election to the office of Director at any general meeting unless, not less than seven nor more than forty-two days before the day appointed for the meeting, there shall have been given to the Secretary notice in writing by some Member duly qualified to be present and vote at the meeting for which such notice is given of his intention to propose such person for election, and also notice in writing, signed by the person to be proposed, of his willingness to be elected.
108. Subject to the provisions of these Articles, the Company may from time to time in general meeting appoint new Directors and increase or reduce the number of Directors and may also determine in what rotation the increased or reduced number is to go out of office.
109. Without prejudice to the power of the Company under Section 303 of the Act to remove a Director before the expiration of his period of office by Ordinary Resolution, 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.

110. Every resolution of a general meeting for the appointment or election of a Director shall relate to one named person and a single resolution for the appointment or election of two or more persons as Directors shall be void, unless a resolution that it shall be so moved has first been agreed to by the meeting without any vote being given against it.

### PROCEEDINGS OF THE BOARD

111. The Board or any Committee of the Board may meet for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit, and determine the quorum necessary for the transaction of business. Meetings of the Board or of any Committee of the Board may take place in any part of the world and may take place in person or by conference call or similar telephonic means whereby all those attending may hear and speak. Unless otherwise determined two Directors shall be a quorum. For the purposes of this Article an alternate Director shall be counted in a quorum but so that not less than two persons shall constitute the quorum.
112. A Director may, and, on the request of a Director, the Secretary shall, at any time, summon a meeting of the Board. It shall be necessary to give notice of a meeting of the Board to any Director whether or not for the time being he shall be absent from the country in which the meeting is proposed to take place.
113. Questions arising at any meeting of the Board or any Committee of the Board shall be decided by a majority of votes. In the case of an equality of votes the Chairman shall have a second or casting vote.
114. The Board or any Committee of the Board may from time to time elect a Chairman or Deputy-Chairman, who shall preside at its meetings, but if no such Chairman or Deputy-Chairman be elected, or if at any meeting the Chairman or Deputy-Chairman be not present within five minutes after the time appointed for holding the same, the Board or Committee shall choose one of its number to be Chairman of such meeting.
115. (A) The Board may delegate any of its powers, including authority to affix the Seal to any document, to Committees consisting of such members, or member, of its body as it thinks fit. Any Committee so formed shall in the exercise of the powers so delegated conform to any regulations that may from time to time be imposed upon it by the Board. The meetings and proceedings of any such Committee consisting of two or more members shall be governed by the provisions of these Articles regulating the meetings and proceedings of Directors.
- (B) Any Committee shall have power, unless the Board directs otherwise, to co-opt as a member or members of the Committee for a specified purpose any person or persons although not being members of the Board or of the Company provided that no person shall be co-opted pursuant to this Article if, as a result of his appointment, the number of persons so co-opted would be equal to or greater than the number of members of such committee who are Directors and no resolution passed at a meeting of such committee shall be effective unless a majority of the members of the committee present at the meeting are Directors.

116. All acts bona fide done by any meeting of the Board or of a Committee of the Board or by any person acting as a Director, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment of any Director or person acting as aforesaid or that they or any of them were disqualified or had ceased to be Directors or a Director, be as valid as if every such person had been duly appointed and was qualified to be and had continued to be a Director.
117. The Board shall cause proper minutes to be made of all general meetings of the Company and also of all appointments of officers and of the proceedings of all meetings of the Board and Committees of the Board, and of the attendances thereat, and all business transacted at such meetings, and any such minutes of any meeting, if purporting to be signed by the Chairman of such meeting, or by the Chairman of the next succeeding meeting of the Company or of the Board or Committee, shall be conclusive evidence without any further proof of the facts therein stated.
118. A resolution in writing signed by all the Directors for the time being entitled to receive notice of a meeting of the Board shall be as effective for all purposes as a Resolution passed at a meeting of the Board duly convened and held and may consist of several documents in the like form each signed by one or more of the Directors and so that any such Resolution or document signed by an alternate Director shall be deemed to have been signed by the Director who appointed such alternate Director.
119. The continuing Directors or a sole continuing Director may act notwithstanding any vacancies in their body but if and so long as the number of Directors is reduced below the number fixed by or pursuant to these Articles as the quorum of Directors, the continuing Directors or Director may act for the purpose of filling up vacancies in their body or of summoning general meetings of the Company, but not for any other purpose.

#### ALTERNATE DIRECTORS

120. A Director may from time to time by writing under his hand appoint another Director or any other person to be his alternate but no such appointment of any person not being a Director shall be operative unless and until approved by the Board. Every such alternate shall (subject to his giving to the Company an address at which notice may be served upon him) be entitled to notice of the 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 generally at such meeting to have and exercise all the powers, rights, duties and authorities of the Director appointing him. Every such alternate shall also be entitled in the absence of the Director appointing him to sign on his behalf a Resolution in writing of the Directors. The remuneration of an alternate shall be payable out of the remuneration payable to the Director appointing him and shall consist of such portion of the last mentioned remuneration as shall be agreed between such alternate and the Director appointing him. A Director may by writing under his hand deposited at the Office at any time revoke the appointment of an alternate appointed by him. If a Director shall die or cease to hold the office of Director the appointment of his alternate shall thereupon cease and determine; provided that if any Director retires at any meeting (whether by rotation or otherwise) but is re-appointed by the meeting at which such retirement took effect, any appointment made by him pursuant to this Article which was in force immediately prior to his retirement shall continue to operate after his re-appointment as if he had not so retired. An alternate



Director shall not (save as aforesaid) have power to act as a Director nor shall he be deemed to be a Director for the purposes of these Articles.

#### **ASSOCIATE DIRECTORS**

121. (A) The Board may from time to time appoint any person to be an Associate Director of the Company.
- (B) The appointment of a person to be an Associate Director shall not, save as otherwise agreed between him and the Company and the subsidiary (if any) in whose service he may be, affect the terms and conditions of his employment by the Company or by any such subsidiary, whether as regards duties remuneration, pension or otherwise.
- (C) The appointment, removal and the powers, duties and remuneration of an Associate Director shall be determined by the Board and the Board shall have the right to enter into any contract on behalf of the Company or transact any business of any description without the knowledge or approval of Associate Directors, except that no act shall be done that would impose any personal liability on any or all of the Associate Directors except with his or their knowledge and consent.
- (D) An Associate Director shall not be nor have power to act as a Director of the Company nor be entitled to receive notice of, or attend or vote at, meetings of the Directors nor shall he be deemed to be a Director for any of the purposes of these Articles.

#### **THE SEAL**

122. The Seal shall not be affixed to any instrument except by the authority of a Resolution of the Board or a Committee of the Board and, except as hereinafter provided, every instrument to which the Seal shall be so affixed shall be autographically signed by a Director and Countersigned by a second Director or the Secretary or an Assistant Secretary or some other person appointed by the Board for such purpose and in favour of any purchaser or person bona fide dealing with the Company, such signatures shall be conclusive evidence of the fact that the Seal has been properly affixed. Provided that as respects certificates for shares or debentures the Board may by Resolution determine that the presence of such persons and the signatures thereof or of either of them shall be dispensed with and/or that such signatures shall be affixed by some method or system of mechanical signature.

#### **SECRETARY**

123. The Board shall from time to time appoint and may remove a Secretary or joint Secretaries who shall be qualified in accordance with the provisions of the Statutes and may appoint and remove one or more Assistant Secretaries.
124. Anything by the Statutes or these Articles required or authorised to be done by or to the Secretary may, if the office is vacant or there is for any other reason no Secretary capable of acting, be done by or to any assistant or deputy Secretary or, if there is no assistant or deputy Secretary capable of acting, by or to any officer of the Company authorised generally or specially in that respect by the Board provided that any provision of the Act or of these Articles 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 the place of, the Secretary.

#### **AUTHENTICATION OF DOCUMENTS**

125. Any Director or the Secretary or any person appointed by the board for the purpose shall have power to authenticate any documents affecting the constitution of the Company and any Resolutions passed by the Company or the Board or any Committee of the Board and any books, records, documents and accounts relating to the business of the Company, and to certify copies thereof or extracts therefrom as true copies or extracts. A document purporting to be a copy of a Resolution, or an extract from the minutes of a meeting of the Company or of the Board or any Committee of the Board which is certified as aforesaid shall be conclusive evidence in favour of all persons dealing with the Company upon the faith thereof that such Resolution has been duly passed or, as the case may be, that such minutes are or extract is a true and accurate record of proceedings at a duly constituted meeting.

#### **REGISTERS**

126. (A) The Register of Directors' Interests shall be kept in accordance with the Statutes and shall be open to the inspection of any member of the Company or of any other person between the hours of 10 a.m. and noon on each day during which the same is bound to be open for inspection pursuant to the Statutes. The said Register shall be produced at the commencement of each Annual General Meeting and shall remain open and accessible during the continuance of the meeting to any person attending the meeting.
- (B) The Register of Directors and Secretaries, the Register of Charges, the Register of Members, the Register of interests in Shares, the Register of North American-held Shares and all other associated registers and indices shall be kept in accordance with the Statutes and shall be open to the inspection of any member of the Company or of any other person without charge between the hours of 10 a.m. and noon on each day during which the same is bound to be open for inspection pursuant to the Statutes.

#### **DIVIDENDS**

127. Subject to any preferential or other special rights for the time being attached to any special class of shares, the profits of the Company available for dividend in accordance with the Statutes which it shall from time to time determine to distribute by way of dividend shall be applied in payment of dividends upon the shares of the Company to the Members at the date of record in accordance with their respective rights and priorities.
128. All dividends shall be apportioned and paid proportionately to the amounts paid up on the shares otherwise than in advance of calls during any portion or portions of the period in respect of which the dividend is paid but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.
129. (A) The Company in general meeting may from time to time declare dividends but no such dividends shall (except as by the statutes expressly authorised) be payable otherwise than out of the profits of the Company available for the purpose in

accordance with the Statutes. No higher dividend shall be paid than is recommended by the Board and the declaration of the Board as to the amount of the profits at any time available for dividend shall be conclusive.

- (B) Subject to the provisions of the Statutes, the Board may, if it thinks fit from time to time, pay to the Members such interim dividends as appear to the Board to be justified by the profits of the Company and in particular (but without prejudice to the generality of the foregoing) if at any time the share capital of the Company is divided into different classes, the Board may pay such interim dividends in respect of those shares in the capital of the Company which confer on the holders thereof deferred or non-preferred rights as well as in respect of those shares which confer on the holders thereof preferential rights with regard to dividend and the Board may also pay half-yearly or at other suitable intervals to be settled by it any dividend which may be payable at a fixed rate if it is of the opinion that the profits justify the payment. Provided the Directors act bona fide, they shall not incur any responsibility to the holders of shares conferring a preference for any damage that they may suffer by reason of the payment of an interim dividend on any shares having deferred or non-preferred rights.

130. Notwithstanding any other provision of these Articles, the Directors may fix a date as the record date for any dividend, distribution, allotment or issue and such record date may be on or at any time within six months before or after any date on which such dividend, distribution, allotment or issue is declared, paid or made.
131. With the sanction of a general meeting, dividends may be paid wholly or in part in specie and may be satisfied in whole or in part by the distribution amongst Members, in accordance with their rights, of fully paid shares, debentures or other securities of any other company, or of any other specific assets suitable for distribution as aforesaid. The Board shall have full liberty to make all such valuations, adjustments and arrangements, and to issue all such certificates or documents of title as may in its opinion be necessary or expedient with a view to facilitating the equitable distribution amongst the Members of any dividends or portions of dividends to be satisfied as aforesaid or to giving them the benefit of their proper shares and interests in the property and no valuation, adjustment or arrangement so made shall be questioned by any Member.
132. Any dividend, instalment of dividend or interest or other monies payable in cash in respect of any share may be paid by cheque or warrant payable to the order of the Member entitled thereto or (in the case of joint holders) of that Member whose name stands first on the Register in respect of the joint holding. Every such cheque or warrant shall (unless otherwise directed) be sent by post to the last registered address of the Member entitled thereto, and payment of the cheque or warrant shall be a good discharge to the Company for the same. The Company may, if so directed, pay any dividend, instalment of dividend or interest or other monies as aforesaid by credit transfer to a bank account nominated by the Member entitled to such payment which transfer shall be a good discharge to the Company for the same. Every such cheque or warrant shall be sent and every credit transfer made at the risk of the person entitled to the money represented thereby. No unpaid dividend or interest shall bear interest as against the Company.
133. If a cheque or warrant or order in respect of a dividend, or other amount payable in respect of a share is returned undelivered or left uncashed or transfer made by a bank or other fund

transfer system is not accepted on two consecutive occasions, or on one such occasion and the Company having made reasonable enquiries have failed to establish any new address or account for the person concerned, then the Board may determine that the Company cease paying or transferring dividends or other amounts payable in respect of that share to the person concerned until he/she notifies the Company of an address or an account to be used for that purpose.

134. The Board may deduct from any dividend or other monies payable in respect of any shares held by a Member, either alone or jointly with any other Member, all such sums of money (if any) as may be due and payable by him, either alone or jointly with any other person, to the Company on account of calls or otherwise in respect of Shares of the Company.
135. 136. All unclaimed dividends may be invested or otherwise made use of by the Board for the benefit of the Company until claimed and the payment of any such dividend into a separate account or the investment of such dividend shall not constitute the Company a trustee in respect thereof. No dividend shall bear interest as against the Company. Any dividend which has remained unclaimed for a period of twelve years from the date of declaration thereof shall at the expiration of that period be forfeited and cease to remain owing by the Company and shall thenceforth belong to the Company absolutely.

#### RESERVES

136. The Board may, before recommending any dividend, set aside, out of the profits of the Company (including any premiums received upon the issue of debentures or other securities or rights of the Company), such sums as it thinks proper as a reserve fund or reserve funds which shall, at the discretion of the Board, be applicable for any purpose for which the profits of the Company may lawfully be applied, and pending such application the Board may employ the sums from time to time so set apart as aforesaid in the business of the Company or invest the same in such securities (other than the shares of the Company or its holding company) as it may select. The Board may also from time to time carry forward such sums as it may deem expedient in the interests of the Company not to divide.

#### CAPITALISATION OF PROFITS AND RESERVES

137. The Company may, upon the recommendation of the Board, by Ordinary Resolution resolve to capitalise any sum standing to the credit of any of the Company's reserve accounts (including any share premium account and any capital redemption reserve fund) or any sum standing to the credit of profit and loss account or otherwise available for distribution, provided that such sum be not required for paying the dividends on any shares carrying a fixed cumulative preferential dividend, and accordingly that the Board be authorised and directed to appropriate the sum resolved to be capitalised to the Members in the proportions in which such sum would have been divisible amongst them had the same been applied or been applicable in paying dividends and to apply such sum on their behalf, either in or towards paying up the amounts, if any, for the time being unpaid on any shares 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 sum such shares or debentures to be allotted and distributed credited as fully paid up to and amongst such Members in the proportions aforesaid or partly in one way and partly in the other. Provided that a sum standing to the credit of a share premium account or a capital redemption reserve fund may only be applied hereunder in the paying up of the unissued shares to be allotted to Members as fully paid.

138. The Company in general meeting may, on the recommendation of the Board, 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 shares to those Members for the time being who would have been entitled to that sum if it were distributed by way of dividend (and in the same proportions) and the Board shall give effect to such Resolution.
139. Whenever such a Resolution as aforesaid shall have been passed, the Board shall make all appropriations and applications of the sum 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 Board to make such provision by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit in the case of shares or debentures becoming distributable in fractions, and also to authorise any person to enter, on behalf of all the Members interested, into any agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further shares to which they may be entitled upon such capitalisation and any agreement made under such authority shall be effective and binding on all such Members.

#### ACCOUNTS

140. The Board shall cause proper accounts and accounting records to be kept and the provisions of the Statutes in this regard shall be complied with. The books of account and accounting records shall be kept at the Office or, subject to Section 222(1) and (2) of the Act, at such other place or places as the Board shall think fit and shall always be open to the inspection of any Director.
141. The Board shall from time to time determine whether in any particular case or class of cases or generally and to what extent and at what times and places and under what conditions or regulations (subject to the provisions of the Statutes) the accounts and books of the Company, or any of them, shall be open to the inspection of Members, 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 Board or by a Resolution of the Company in general meeting.
142. The Board shall from time to time in accordance with the provisions of the Statutes cause to be prepared and to be laid before the Company in general meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in the Statutes.
143. A printed copy of every Directors' report and Auditors report accompanied by the balance sheet and profit and loss account which is to be laid before a general meeting of the Company (including every document required by law to be attached or annexed thereto) shall, not less than twenty-one days before the date of the meeting, be delivered or sent to every shareholder and to every holder of debentures of the Company and to every other person who is entitled to receive notices of meetings from the Company under the provisions of the Statutes or of these Articles provided that this Article shall not require copies of such documents to be sent to any person to whom, by virtue of Section 240(3) of the Act, the Company is not required to send the same nor to any person of whose address

the Company is not aware nor to more than one of the joint holders of any shares or debentures, but any member or debenture holder to whom a copy of these documents has not been sent shall be entitled to receive a copy free of charge on application at the Office. Whenever there is for the time being a quotation on any Stock Exchange in the United Kingdom for all or any of the shares or debentures of the Company there shall at the same time be forwarded to the appropriate officer of such Stock Exchange such number of copies of such documents as may for the time being be required under its regulations or practice.

144. Every account of the Company, when audited and approved by an Annual general meeting, shall be conclusive.

### AUDIT

145. 146. In accordance with the requirements of the Statutes, the accounts of the Company shall be examined and the truth and fairness of the balance sheet, profit and loss account and group accounts (if any) reported on by an Auditor or Auditors.
146. Auditors shall be appointed and their duties, powers, rights and remuneration regulated in accordance with the provisions of the Statutes. Subject to the provisions of the Statutes, all acts done by any person acting as an Auditor shall, as regards all persons dealing in good faith with the Company, be valid notwithstanding that there was some defect in his appointment or that he was at the time of his appointment not qualified for appointment.
147. The Auditors' report shall be read before the Company in general meeting and shall be open to inspection as required by the Statutes. The Auditor or Auditors shall be entitled to attend any general meeting and to receive notices of, and other communications relating to, any general meeting which any Member is entitled to receive, and to be heard at any general meeting on any part of the business of the meeting which concerns him or them as Auditor or Auditors.

### UNTRACED SHAREHOLDERS

148. (A) The Company shall be entitled to sell the shares of a Member or the shares to which a person is entitled by virtue of transmission on death or bankruptcy if and provided that:-
- (i) during the period of 12 years prior to the date of the publication of the advertisements referred to in paragraph (ii) below (or, if published on different dates, the earlier thereof) at least three dividends in respect of the shares in question have become payable and all warrants and cheques in respect of the shares in question sent in the manner authorised by these presents have remained uncashed; and
  - (ii) the Company on expiry of the said period of 12 years shall have inserted advertisements, both in a leading national newspaper and in a newspaper circulating in the area of the address at which service of notices upon such Member or other person may be effected in accordance with these presents giving notice of its intention to sell the said shares; and

- (iii) during the said period of 12 years and the period of three months following the publication of the said advertisements the Company shall not have received indication, either of the whereabouts or of the existence of such member or person; and
- (iv) notice shall have been given to The Stock Exchange in London of its intention to make such sale.
- (E) To give effect to any such sale the Company may appoint any person to execute as transferor an instrument of transfer of the said shares and such instrument of transfer shall be as effective as if it had been executed by the registered holder of, or person entitled by transmission to, such shares and the title of the transferee shall not be affected by any irregularity or invalidity in the proceedings relating thereto. The net proceeds of sale shall belong to the Company which shall be obliged to account to the former Member or other person previously entitled as aforesaid for an amount equal to such proceeds and shall enter the name of such former Member or other person in the books of the Company as a creditor for such amount. No trust shall be created in respect of the debt, no interest shall be payable in respect of the same and the Company shall not be required to account for any money earned on the net proceeds, which may be employed in the business of the Company or invested in such investments (other than shares of the Company or its holding company if any) as the directors may from time to time think fit.

#### NOTICES

- 149. A notice or other document may be served by the Company upon any Member either personally or by sending it through the post in a prepaid letter addressed to such Member at his registered address appearing in the Register
- 150. All notices directed to be given to the Members shall with respect to any share to which persons are jointly entitled to be given to whichever of such persons is named first in the Register, and notice given shall be sufficient notice to all the holders of such share.
- 151. Any Member described in the Register by an address not within the United Kingdom who shall from time to time give the Company an address within the United Kingdom at which notices may be served upon him shall be entitled to have notices served upon him at such address
- 152. Any summons, notice, order or other document required to be sent to or served upon the Company or upon any officer of the Company may be sent or served by leaving the same or sending it through the post in a prepaid registered letter addressed to the Company or to such officer, at the Office.
- 153. Save as otherwise provided by the Act or by these Articles any 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. Any notice or other document if served by post shall be deemed to have been served on the day following that on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice or document was properly addressed and put into the post office as a prepaid letter or prepaid registered letter as the case may be.

154. Any notice or document delivered or sent by post to or left at the registered address of any Member in pursuance of these Articles shall, notwithstanding that such Member be then dead or bankrupt and whether or not the Company have notice of his death or bankruptcy, be deemed to have been duly served in respect of any share registered in the name of such Member as sole or joint holder, unless his name shall, at the time of the service of the notice or document, have been removed from the Register as the holder of the share and such service shall, for all purposes, be deemed a sufficient service of such notice or document on all persons interested (whether jointly with or as claiming through or under him) in the share.
155. Any notice required to be given by the Company to the Members or any of them and not provided for by or pursuant to these Articles shall be sufficiently given by advertisement which shall be inserted once in at least one leading United Kingdom national newspaper. Any notice given by advertisement shall be deemed to have been served at noon on the day on which the advertisement appears.
156. If at any time by reason of the suspension or any curtailment of postal services in the United Kingdom the Company is unable effectively to convene a general meeting by notices sent through the post and the Board has resolved that it is necessary to do so in the interests of the Company, a general meeting may (subject in the case of an Annual General Meeting to Section 240 of the Act) be convened by a notice advertised on the same date in at least two leading United Kingdom national newspapers and such notice shall be deemed to have been duly served on all members entitled thereto at noon on the day when the advertisements appear or, if the same appear on different days, at noon on the last of the days when the advertisement appears. In any such case the Company shall send confirmatory copies of the notice by post if at least five days prior to the meeting the posting of notices again becomes practicable.

#### WINDING UP

157. If the Company shall be wound up (whether the liquidation is altogether voluntary, under supervision or by the Court) the Liquidator may, with the authority of an Extraordinary Resolution and subject to any provision sanctioned in accordance with Section 719 of the Act (without prejudice to Section 659 of the Act), divide among the Members in specie the whole or any part of the assets of the Company, and whether or not the assets shall consist of property of one kind or shall consist of properties of different kinds, and may for such purposes set such value as he deems fair upon any one or more class or classes of property, and may determine how such division shall be carried out as between the Members or different classes of Members. The Liquidator may, with the like authority, vest any part of the assets in trustees upon such trusts for the benefit of Members as the Liquidator, with the like authority shall think fit, and the liquidation of the Company may be closed and the Company dissolved, but so that no Member shall be compelled to accept any shares in respect of which there is a liability. Without prejudice to Section 659 of the Act, the Liquidator may make any provision referred to in and sanctioned in accordance with Section 719.

#### INDEMNITY

158. Subject to the provisions of, and so far as may be permitted by, the Statutes, the Company may, and shall where appropriate, put in place insurance arrangements to indemnify every



Director, Secretary or other officer (other than the Auditor) of the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto and the Company may purchase and maintain for any Director, Secretary or other officer (other than the Auditor) of the Company insurance against any liability. Subject to those provisions, but without prejudice to any indemnity to which the person concerned may otherwise be entitled, every Director, Secretary or other officer of the Company shall be indemnified, and if the Board so determines an Auditor may be indemnified, out of the assets of the Company, against any liability incurred by him as a Director, Auditor, Secretary or other officer of the Company in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgment is given in his favour, or the proceedings otherwise disposed of without any finding or admission of any material breach of duty on his part, or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted by the Court.

## **DIRECTORS' POWER TO AUTHORISE CERTAIN CONFLICTS OF INTEREST**

159.

(A) At any time the Directors may authorise any situation or matter relating to a particular Director to which section 175 of the Companies Act 2006 applies (each a "Conflict Matter"), subject to that section, on such terms (if any) as they think fit. The Directors may terminate or withdraw any such authorisation (a "Conflict Authorisation") at any time by giving notice to the Director concerned.

(B) Any terms to which a Conflict Authorisation is made subject ("Conflict Authorisation Terms") may include (without limitation to the previous paragraph), in each case at the Directors' discretion, that the Director concerned

(i) is not obliged to disclose to the Company confidential information obtained by him (other than in his capacity as its director or as its employee or agent or, if the Directors so decide, in any capacity that would otherwise oblige him to disclose it to the Company) in any situation to which the Conflict Authorisation applies, nor to use any such information directly or indirectly for the benefit of the Company, where to do so would amount to a breach of a duty of confidence, previously disclosed to the Directors by the Director concerned, to any third party, and

(ii) may absent himself from any Board discussions, and be excused from reading any Board papers, relating to the Conflict Matter concerned, and the Company will not treat anything done, or omitted to be done, by the Director concerned in accordance with the Conflict Authorisation Terms as a breach of duty under the following sections of the Companies Act 2006 – section 172 (duty to promote the success of the Company), section 173 (duty to exercise independent judgement) and section 174 (duty to exercise reasonable care, skill and diligence). The Company will not treat the receipt by the Director concerned of any benefit that he is permitted to receive by the Conflict Authorisation Terms as a breach of duty under section 176 of that Act (duty not to accept benefits from third parties). The Director concerned shall comply with all Conflict Authorisation Terms

(C) Any Conflict Authorisation given by the Directors prior to the time at which section 175 of the Companies Act 2006 comes into force shall be deemed given, for the purposes of these Articles, at such time.

SCI ENTERTAINMENT GROUP PLC

COMPANY NUMBER 3121578

At an Extraordinary General Meeting of SCi Entertainment Group plc ("the Company") held on 15 July 2002 at the offices of KBC Peel Hunt, 6<sup>th</sup> Floor, 62 Threadneedle Street, London EC2R 8HP at 11.00 a.m. the following resolution was passed as a Special Resolution:

THAT:

- (a) pursuant to Sections 121 and 123 of the Companies Act 1985 as amended from time to time (the "Act"), the authorised share capital of the Company be and is hereby increased from £2,100,000 to £2,450,000 by the creation of an additional 7,000,000 ordinary shares of 5p each ranking *pari passu* in all respects with the existing ordinary shares of 5p each in the capital of the Company;
- (b) without prejudice to all subsisting authorities, the directors of the Company (the "Directors") be and they are hereby generally and unconditionally authorised in accordance with section 80 of the Act to exercise all powers of the Company to allot relevant securities (within the meaning of Section 80 of the Act) of the Company on and subject to such terms as the Directors may determine. The authority hereby conferred shall, subject to section 80 of the Act, be for a period expiring five years from the date of the passing of this Resolution (unless revoked or renewed by the Company in General Meeting) and the maximum nominal amount of relevant securities which may be allotted pursuant to such authority shall be £350,000, save that the Directors may allot relevant securities pursuant to this authority after that date pursuant to an offer or agreement made by the Company on or before that date as if such authority had not expired;
- (c) without prejudice to all subsisting authorities, the Directors be and are hereby empowered pursuant to Section 95 of the Act for the period commencing on and with effect from the date of adoption of this Resolution and (unless previously revoked or renewed by the Company in General Meeting) expiring on the earlier of five years from the date of passing of this Resolution and at the conclusion of the next Annual General Meeting of the Company after the passing of this Resolution to allot equity securities (as defined in section 94(2) of the Act) for cash pursuant to the authority conferred by this resolution (in paragraph (b) above) as if section 89(1) of the Act did not apply to such allotment and the Directors shall be entitled to make at any time prior to the expiry of the power hereby conferred any offer or agreement which would or might require equity securities to be allotted after the expiry of such power.

*R. Murphy*

R. Murphy, Director and Company Secretary

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## **SCI ENTERTAINMENT GROUP PLC**

(registered in England and Wales – No. 03121578)

**The following resolution was passed as a special resolution at a meeting of members held at 11.30 a.m. on Friday 13 May 2005:**

**1. THAT:**

- (A) the proposed acquisition by the Company of all or part of the issued and to be issued share capital of Eidos plc pursuant to the Offer as defined and contained in the offer document issued by KBC Peel Hunt Ltd on behalf of the Company dated 19 April 2005 ("the Offer Document") (a copy of which document is to be produced to the meeting marked 'A' and signed for identification purposes by the Chairman of the Meeting) or upon the terms and conditions of any revised, extended, additional or other offer or proposals approved by the directors of the Company (the "Offer") be approved and the directors be authorised to cause the same to be completed and to waive, amend, vary or extend any such terms and conditions in whatever way they may consider necessary or desirable and/or to do and/or procure such acts or things to be done and/or enter into such agreements or arrangements as may, in the opinion of the directors, be necessary or desirable in connection with the Offer and/or the acquisition of any Eidos plc shares (including without limitation in relation to any options under any Eidos plc option schemes);
- (B) subject to and conditional upon the Offer becoming or being declared wholly unconditional (other than as regards any condition relating to the admission of any shares in the Company allotted pursuant to the Offer to the Official List maintained by the UK Listing Authority or to trading on any relevant market) the authorised share capital of the Company be increased from £2,450,000 to £4,850,000 by the creation of an additional 48,000,000 ordinary shares of 5p each;
- (C) subject to and conditional upon the Offer becoming or being declared wholly unconditional (other than as regards any condition relating to the admission of any shares in the Company allotted pursuant to the Offer to the Official List maintained by the UK Listing Authority or to trading on any relevant market) and in substitution for the existing and unexercised equivalent authority the directors be authorised generally and unconditionally for the purposes of section 80 of the Act to allot relevant securities (as defined in section 80(2) of the Act) up to a maximum aggregate nominal amount of £3,391,522.25, provided that such authority shall expire at the conclusion of the annual general meeting held next after the passing of this resolution or 15 months after the date on which this resolution is passed (whichever is the earlier) but so that the Company may before

such expiry make offers or agreements which would or might require relevant securities to be allotted pursuant thereto after the expiry of such authority; and

- (D) subject to and conditional upon the Offer becoming or being declared wholly unconditional (other than as regards any condition relating to the admission of any shares in the Company allotted pursuant to the Offer to the Official List maintained by the UK Listing Authority or to trading on any relevant market) and in substitution for the existing and unexercised equivalent authority, the directors be and are hereby given power pursuant to Section 95 of the Act to allot equity securities (as defined in section 94(2) of the Act) pursuant to the authority conferred by this resolution (in paragraph (c) above) as if section 89(1) of the Act did not apply to such allotment, provided that such authority shall expire at the conclusion of the annual general meeting held next after the passing of this resolution or 15 months after the date on which this resolution is passed (whichever is the earlier), save that the Company may before such expiry make offers or agreements which would or might require equity securities to be allotted pursuant thereto after such expiry, and provided that this power shall be limited to:
- (i) the allotment of the Placing Shares as defined in the document issued by the Company dated 19 April 2005 ("Listing Particulars") (a copy of which is to be produced to the Meeting marked 'B' and signed for identification purposes by the Chairman of the Meeting;
  - (ii) the allotment of equity securities for cash in connection with or pursuant to any rights issue, open offer or other pre-emptive offer in favour of ordinary shareholders where the equity securities respectively attributable to the interest of ordinary shareholders on a fixed record date are proportionate (as nearly as may be) to the respective number of ordinary shares held by them (but subject to such exclusion or other arrangement as the directors may deem necessary or expedient to deal with fractional entitlements, legal or practical problems arising in any overseas territory, the requirements of any regulatory body or Stock Exchange or any other matter whatsoever) and
  - (iii) the allotment (otherwise than pursuant to sub-paragraphs (i) and (ii) above) of equity securities for cash up to an aggregate nominal amount of £180,932.85.



Director/Secretary

SCI ENTERTAINMENT GROUP PLC

COMPANY NUMBER 3121578

At an Extraordinary General Meeting of SCi Entertainment Group plc ("the Company") held on 12 October 2001 at 8 Baker Street, London W1M 1DA at 9.00 a.m. the following resolution was passed as a Special Resolution:

THAT:

1. The Subscription Agreement dated 13 September 2001 made between the Company, GEM Global Yield Fund Limited and GEM Advisors Inc, details of which are set out in the circular to shareholders dated 13 September 2001 be and is hereby approved (the "Subscription Agreement")
2. pursuant to Sections 121 and 123 of the Companies Act 1985 as amended (the "Act"), the authorised share capital of the Company be and it is hereby increased from £1,250,000 to £2,100,000 by the creation of 17,000,000 ordinary shares of 5p each ranking in all respects *pari passu* with the existing ordinary shares of the Company;
3. (a) the Directors shall have a general and unconditional authority to allot, grant options over, offer or otherwise deal with or dispose of any relevant securities (within the meaning of section 80 of the Act) of the Company pursuant to the Subscription Agreement (including pursuant to any warrants to subscribe for shares that may be issued under that Agreement). The authority hereby conferred shall subject to section 80 of the Act be for a period expiring on 13 September 2003 unless renewed varied or revoked by the Company in General Meeting and the maximum nominal amount of relevant securities which may be allotted pursuant to such authority shall be £850,000; and  
  
(b) the Directors shall be entitled under the authority conferred by paragraph (a) above or under any renewal thereof to make at any time prior to the expiry of such authority any offer or agreement which would or might require relevant securities of the Company to be allotted after the expiry of such authority and thereafter to allot relevant securities accordingly; and
4. the Directors be empowered pursuant to Section 95 of the Act to allot equity securities (within the meaning of section 94(2) of the Act) of the Company pursuant to the authority conferred by paragraph 3(a) above as if section 89(1) of the Act did not apply to such allotment and the Directors shall be entitled to make at any time prior to the expiry of the power hereby conferred any offer or agreement which would or might require equity securities to be allotted after the expiry of such power, provided that such power shall subject as aforesaid cease to have effect when the said authority is revoked or would if not renewed expire but if that authority is renewed the said power may also be renewed for a period not longer than that for which the authority is renewed by a Special resolution of the Company passed in General Meeting.

R. Murphy

R. Murphy, Director and Company Secretary