

Company No 3298738

THE COMPANIES ACTS 1985 to 1989
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION

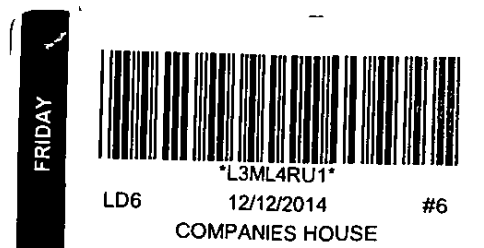
of

UK GOLD HOLDINGS LIMITED

(as adopted by written resolution on 11th December 2000)

DEFINITIONS

"Acts"	means the Companies Acts 1985 and 1989,
"A Ordinary Shares"	means the "A" Ordinary Shares of £1 each in the capital of the Company,
"Associate"	means in relation to any Member or person a person or other entity which is a direct or indirect subsidiary of it or which directly or indirectly controls it,
"B Ordinary Shares"	means the "B" Ordinary Shares of £1 each in the capital of the Company,
"Board"	means the board of directors of the Company from time to time,
"Business Day"	means a weekday (not including Saturday) on which banks in London are open for business,
"control"	shall have the meaning given to it in Part 1 of Schedule 2 to the Broadcasting Act 1990 as amended by Part 1 of Schedule 2 to the Broadcasting Act 1996 and "controlled" shall be construed accordingly,
"Deferred Ordinary Shares"	means the Deferred Ordinary Shares of £1 each in the capital of the Company having the rights set out in these Articles,
"director"	means a director of the Company,
"Group"	means the Company and any subsidiaries thereof



"interest"	has in relation to shares the meaning given to that word in section 208 and 209 of the Companies Act 1985,
"Members"	means the shareholders from time to time in the Company and "Member" means any one of them,
"Non-Cumulative Preference Shares"	means the Non-Cumulative Redeemable 0.25 percent Preference Shares of £1 each in the capital of the Company having the rights set out in these Articles,
"Ordinary Members"	means the holders of the A and B Ordinary Shares from time to time and "Ordinary Member" means any one of them,
"Ordinary Shares"	means the A Ordinary Shares and the B Ordinary Shares from time to time in issue,
"Preference Shares"	means the Cumulative Redeemable Fixed Rate 8.263% Preference Shares of £1 each in the capital of the Company having the rights set out in these Articles,
"Shareholders' Agreement"	means the agreement to be dated 25 April 1997 between (1) Flextech plc (2) United Artists Investments Limited (3) BBC Worldwide Limited and (4) the Company as amended from time to time,
"Shareholder Directors"	means the directors appointed by the Ordinary Members from time to time in accordance with the provisions of Articles 22 to 24,
"Shares"	means shares (including but not limited to A and B Ordinary Shares Deferred Ordinary Shares Non-cumulative Preference Shares and Preference Shares) in capital of the Company from time to time and any interest in any such shares and "Share" shall be construed accordingly,
"Unanimous Shareholders' Decision"	means a resolution <ul style="list-style-type: none"> (a) of the Ordinary Members in writing which has been signed by or on behalf of each Ordinary Member, or (b) of the Ordinary Members passed at a general meeting of the Company at which the votes cast in favour of such a resolution represent all of the votes entitled to be cast on that resolution

"subsidiary" "subsidiary undertaking" "holding company" "group undertaking" "parent undertaking" and "wholly owned subsidiary" shall each have the meaning given to those expressions in the Acts

Except as specifically otherwise provided references in these Articles to statutes bye-laws regulations and delegated legislation shall include any statute bye-law regulation or delegated legislation (whether made before or after the date of adoption of these Articles) modifying re-enacting extending or made pursuant to the same or which is modified re-enacted or extended by the same or pursuant to which the same is made

PRELIMINARY

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

SHARE CAPITAL

- 2 The authorised share capital of the Company at the date of adoption of these Articles is £33753000 divided into 500 A Ordinary Shares of £1 each 500 B Ordinary Shares of £1 each 2000 Deferred Ordinary Shares of £1 each 20000000 Non-Cumulative Preference Shares of £1 each and 13750000 Preference Shares of £1 each
- 3 The rights attaching to the respective classes of Shares shall be as set out in Articles 4 to 6 Save as expressly provided the holders of the A Ordinary Shares and the B Ordinary Shares shall rank *pari passu* in all respects

INCOME

- 4 1 To the extent that there are profits available for distribution under the Acts, the holders of the Non-Cumulative Preference Shares shall be entitled to a fixed non-cumulative cash dividend ("Non-Cumulative Dividend") at the rate inclusive of any associated tax credit) of 0.25 pence per share per annum The Non-Cumulative Dividend on each Non-Cumulative Preference Share shall accrue from day to day from (and inclusive of) the date of issue of such Non-Cumulative Preference Share to (and inclusive of) the date on which such Non-Cumulative Preference Share is redeemed and shall, to the extent aforesaid but not otherwise, become payable quarterly on 31 March 30 June 30 September and 31 December in each year the first such payment to be made on 30 September 1997 and to be in respect of the period from the date of issue of the Non-Cumulative Preference Shares up to (and inclusive of) 31 December 1997
- 4 2 The holders of the Preference Shares shall be entitled to a cumulative cash dividend ("Preference Dividend") of a sum inclusive of the associated tax credit equal to 8.263 per cent per annum of the aggregate of the nominal value of the

Preference Shares in issue plus the amount of the arrears of the Preference Dividend. The Preference Dividend on each Preference Share shall accrue from day to day from (and inclusive of) the date of adoption of these Articles to (and inclusive of) the date on which such Preference Share is redeemed and shall, subject to the provisions of the Acts become payable and be paid quarterly on 31 March 30 June 30 September and 31 December in each year ("Payment Dates") the first such payment to be made on 31st December 2000 and to be in respect of the period from the date of adoption of these Articles up to (and inclusive of) 31st December 2000. To the extent that any amount of preference dividend cannot be paid on the due date, it shall be paid on the next Payment Date on which there are distributable profits available for the purpose in priority to any other payments then due.

- 4.3 Each Non-Cumulative Preference Dividend and Preference Dividend shall become due and payable on the respective dates referred to ipso facto and without any recommendation or resolution of the Board or the Company in general meeting subject always to the provision of Article 4.6. Each payment of any such dividend shall be accompanied by a certificate for the related tax credit.
- 4.4 Subject to Article 4.5 after payment of the Non-Cumulative Preference Dividend and the Preference Dividend and any arrears thereof the profits of the Company available for distribution shall be distributed amongst the holders of the Ordinary Shares.
- 4.5 The Deferred Ordinary Shares shall rank *pari passu* with the Ordinary shares for distribution of profits of the Company in any year in which the sums payable to the Ordinary Members under Article 4.4 exceed £1000000 an Ordinary Share.
- 4.6 The amount of cash which may be distributed by the Company to its Members from time to time shall be determined in accordance with Clause 17 of the Shareholders' Agreement. If any Non-Cumulative Preference Dividend or Preference Dividend is not paid on the due date because it is not due to be paid under the said Clause 17 it will not be a debt enforceable by the holder of the relevant shares against the Company.

CAPITAL

- 5.1 On a return of assets on liquidation reduction of capital or otherwise the surplus assets of the Company remaining after payment of its liabilities shall be applied
 - 5.1.1 first in paying to the holders of the Non-Cumulative Preference Shares all arrears of Non-Cumulative Preference Dividends thereon to be calculated down to the payment date and to be payable irrespective of whether or not such dividend has been earned,
 - 5.1.2 secondly in paying to the holders of the Preference Shares an amount equal to the subscription price (inclusive of any premium) paid or credited as paid for such Shares together with a sum equal to all arrears and accruals of Preference Dividends thereon to be calculated down to the
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payment date and to be payable irrespective of whether or not such dividend has been earned,

- 5 1 3 thirdly in paying to the holders of the Ordinary Shares pro rata an amount equal to twice the subscription price (inclusive of any premium) paid or credited as paid on the A Ordinary Shares and B Ordinary Shares,
 - 5 1 4 fourthly in payment to the holders of the Non-Cumulative Preference Shares an amount equal to the subscription price (inclusive of any premium) paid or credited as paid for such Shares,
 - 5 1 5 fifthly in paying to the holders of the Ordinary Shares an aggregate premium of £1,000,000,000 for each class of such shares,
 - 5 1 6 sixthly in paying to the holders of the Deferred Ordinary Shares any amount paid or credited as paid on such Shares, and
 - 5 1 7 seventhly in distributing pro rata any surplus remaining to the holders of Ordinary Shares
- 5 2 The Company shall have the right of any time and from time to time after 18 months after Completion to redeem all or such other number of the Preference Shares then in issue as it may by not less than 5 Business Days written notice to the holders of the Preference Shares specify and any such notice (a "redemption notice") shall also specify the date fixed for redemption
- 5 3 The Company may redeem the Cumulative Preference Shares at any time by serving a notice in writing on the holder of them stating the date upon which they are to be redeemed The Company may satisfy all amounts due on redemption of the Cumulative Preference Shares in cash, by issuing or surrendering a promissory note to the holder or by providing any other non-cash consideration acceptable to the holder thereof
- 5 4 Subject to the provisions of the Acts upon each date on which all or any of the Preference Shares or Non-Cumulative Preference Shares become due for redemption pursuant to the foregoing provisions of this Article the Company shall pay to the holder of each Preference Share and/or Non-Cumulative Preference Share then due to be redeemed the amount paid or credited as paid on such Share together with a sum equal to all arrears and accruals of dividends on such Share (whether earned or not) calculated up to (and inclusive of) the actual date of redemption
- 5 5 The Preference Shares shall be redeemed in accordance with the provisions of Clause 17 of the Shareholders' Agreement From and including 1 January 2006, notwithstanding the provisions of Clause 17 of the Shareholders' Agreement, the Preference Shares shall be redeemed by the Company within 30 days of receipt or deemed receipt by the Company of notice in writing from the holder of the Preference Shares stating that such holder wishes the Preference Shares held by it to be redeemed
- 5 6 Certificates for Preference Shares and/or Non-Cumulative Preference Shares shall be deemed to have been cancelled to the extent appropriate on the date upon which the Shares to which they relate are redeemed in full Following any partial redemption of Preference Shares and/or Non-Cumulative Preference Shares

certificates which then relate in part to Shares which have not been redeemed shall be delivered up to the Company and the Company shall (free of charge) issue new definitive certificates in respect of those Shares which have not been redeemed

- 5 7 If on any due date for redemption of Preference Shares and/or Non-Cumulative Preference Shares the Company is prohibited by law from redeeming all or any of the Shares then falling to be redeemed it shall redeem the same so soon thereafter as it is not so prohibited
- 5 8 Any partial redemption of Preference Shares and/or Non-Cumulative Preference Shares shall be made amongst the holders of such Shares pro rata according to their respective holdings

VOTING RIGHTS

- 6 1 The holders of the "A" Ordinary Shares and the "B" Ordinary Shares shall be entitled to receive notice of, and to attend, all meeting of the members and shall be entitled to the voting rights set out in Article 15
- 6 2 The Non-Cumulative Preference Shares Preference Shares and Deferred Shares shall not entitle the holders thereof (in that capacity) any right to receive notice of or vote at General Meetings of the Company

ALLOTMENT OF SHARES

- 7 No Shares may be allotted or issued to any person save by a Unanimous Shareholders' Decision Subject to the provisions of the Acts and otherwise on such terms as the Company may by Unanimous Shareholders' Resolution determine
- 7 1 any Share may be issued on terms that it is or at the option of the Company or the members is to be liable to be redeemed,
- 7 2 the Company may purchase any of its own Shares, and
- 7 3 The Company may make a payment in respect of the purchase or redemption of any of its Shares otherwise than out of its distributable profits or the proceeds of a fresh issue of Shares

TRANSFERS OF SHARES

- 8 1 No Share or any interest therein shall be sold transferred charged made subject to any option lien (other than in favour of the Company) or encumbrance or otherwise disposed of by any Member or other person entitled thereto otherwise than in accordance with the terms of the Shareholders' Agreement and these Articles
- 8 2 The Board shall decline to register any transfer of any Share whether or not it is a fully paid Share other than any transfer made in accordance with the Shareholders' Agreement which transfer shall be registered Regulations 24 and 26 of Table A shall not apply to the Company
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- 8 3 The instrument of transfer of a Share shall be signed by or on behalf of the transferor and the transferor shall be deemed to remain the holder of the Share until the name of the transferee is entered in the register of members of the Company in respect of it provided that in the case of a partly paid Share the instrument of transfer must also be signed by the transferee Regulation 23 of Table A shall not apply to the Company

GENERAL MEETINGS

- 9 No business shall be transacted at any general meeting unless a quorum is present at the time which the meeting proceeds to business and throughout the meeting Two persons entitled to vote upon the business to be transacted at least one being a holder of A Ordinary Shares and at least one being a holder of B Ordinary Shares (or their relevant proxies if an individual or duly authorised representative if a company) shall be a quorum Regulation 40 of Table A shall not apply
- 10 If within half a hour from the time appointed for the meeting a quorum is not present the meeting if convened upon the requisition of Ordinary Members shall be dissolved In any other case it shall stand adjourned to the same day in the next week at the same time and place or, to such other day and at such other time and place as the directors may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the meeting shall be dissolved Regulation 41 of Table A shall not apply
- 11 A poll may be demanded by the chairman or by any Ordinary Member present in person or by proxy and entitled to vote Regulation 46 of Table A shall not apply
- 12 The chairman shall not have a casting vote in the case of an equality of votes whether on a show of hands or on a poll Regulation 50 of Table A shall not apply
- 13 The A Ordinary Shares shall not confer the right to vote either on a show of hands or on a poll upon a resolution for the appointment or removal from office of a B Shareholder Director
- 14 The B Ordinary Shares shall not confer the right to vote either on a show of hands or on a poll upon a resolution for the appointment or removal from office of an A Director

VOTES OF MEMBERS

- 15 Subject to any special rights or restrictions attached to any Shares on a show of hands every Ordinary Member who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy shall have one vote for each Share of which he is the holder and on a poll every Ordinary Member shall have one vote for each Share of which he is the holder Regulation 54 of Table A shall not apply
- 16 An instrument appointing a proxy may be deposited at such place (if any) as may be specified for that purpose in the notice convening the meeting (or if no place is

specified at the registered office of the Company) at or before the time appointed for the holding of the meeting or adjourned meeting or for the taking of the poll at which it is to be used provided that such instrument shall be deemed to have been duly left at the place and time at which an intimation by fax telex or cable is received from any member and sent to the Company at the place (or the office) where the proxy is to be left. An instrument appointing a proxy may also be produced at the commencement of the meeting at which it is to be used

- 17 Subject to the provisions of the Acts and to Article 18 anything which may be done

17.1 by resolution of the Company in general meeting, or

17.2 by resolution of a meeting of any class of Members of the Company

may be done without a meeting and without any previous notice being requested by resolution in writing consisting of one or more documents in like form signed by or on behalf of all the Members who at the date of the resolution would be entitled to attend and vote at such meeting. Regulation 53 of Table A shall not apply to the Company

- 18 The passing of any resolution of the Company in general meeting or by resolution in writing shall require a Unanimous Shareholders' Decision

DIRECTORS

- 19 Immediately prior to an Ordinary Member ceasing to be a shareholder of the Company it shall procure the resignation of any Shareholder Director it has appointed to the Board. As part of such resignation such Ordinary Member shall deliver or procure that such director shall deliver to the company an executed letter acknowledging that he has no claim of any nature outstanding including any claim for director's fees or compensation for wrongful dismissal or unfair dismissal or entitlement to any payment for redundancy or in respect of any other moneys or benefits due to him from the Company arising out of his office as such director or such resignation. If such Shareholder Director has a separate service contract or written agreement with the Company which has been approved by the Board then any outstanding claim under such contract or agreement may be excluded from such letter

- 20 A director may be paid such remuneration by way of salary commission or percentage of profits or otherwise as the directors may determine and the directors may from time to time determine that instead of or in addition to the payment by the Company of remuneration to any director the Company shall pay to any other company which remunerates employs or engages such director a charge for the services of such director of an amount and on such other terms as shall be agreed between the directors and such other company. Regulation 82 of Table A shall be modified accordingly

- 21 A director shall not require a share qualification and shall be entitled to attend and speak at any general meeting of or at any separate meeting of the holders of any class of Shares

APPOINTMENT REMOVAL AND RETIREMENT OF DIRECTORS

- 22 The holders of a majority of A Ordinary Shares may from time to time appoint any person to be an A Shareholder Director but no more than 3 persons shall at any one time hold office by virtue of an appointment by holders of A Ordinary Shares under this article Each Director appointed under this Article is designated an A Shareholder Director. Each A Shareholder Director may at any time be removed from office by the holders of a majority of the A Ordinary Shares and Regulation 64 of Table A shall be modified accordingly.
- 23 The holders of a majority of B Ordinary Shares may from time to time appoint any person to be a B Shareholder Director but no more than 3 persons shall at any one time hold office by virtue of an appointment by the holders of B Ordinary Shares under this Article. Each director appointed under this Article is designated a B Shareholder Director Each B Shareholder Director may at any time be removed from office by the holders of a majority of the B Ordinary Shares and Regulation 64 of Table A shall be modified accordingly
- 24 An appointment or removal shall be made in writing under the hands of the holders for the time being of the Shares in whom the power of appointment or removal is vested or their duly authorised agents and shall take effect on and from the date on which notice in writing of it is lodged at the registered office of the Company or delivered to the secretary or to a meeting of the directors
- 25 The Board shall have no authority to appoint remove or replace any Shareholder Director
- 26 In addition to the Shareholder Directors the Board may from time to time appoint such executive directors as it may consider appropriate (each an "Executive Director") No Executive Director may be appointed unless the Ordinary Members have by Unanimous Shareholders' Decision agreed to the appointment of such Executive Director Any Executive Director may at any time be removed from office either by the holders of a majority of the A Ordinary Shares or by the holders of a majority of the B Ordinary Shares and Regulation 64 of Table A shall be modified accordingly
- 27 The Company shall remove any Executive Director upon being so requested by any Member or Members constituting the requisite majority in accordance with Article 50
- 28 The directors shall not be required to retire by rotation and accordingly Regulations 73 to 80 of Table A shall not apply to the Company
- 29 There shall be no retiring age for directors and sub-sections (1) to (6) inclusive of section 293 of the Act shall not if otherwise applicable apply to the Company

- 30 The office of a director shall be vacated if
- 30.1 (not being a director who has agreed to serve as a director for a fixed and still current term) by notice in writing to the Company he resigns the office of director; or
 - 30.2 he becomes bankrupt or makes any arrangement or composition with his creditors generally, or
 - 30.3 he ceases to be a director by virtue of any provision of the Acts or he becomes prohibited by law from being a director, or
 - 30.4 he ceases to be a director by virtue of any provisions of the Acts (other than section 293 of the Act) or of these Articles or of any resolution duly passed pursuant to any such provision

Regulation 81 of Table A shall not apply to the Company

ALTERNATE DIRECTORS

- 31 Regulation 65 of Table A (appointment of alternate directors) shall apply as if the words "approved by resolution of the directors and" were deleted
- 32 A director or any other person may act as alternate director to represent more than one director and an alternate director shall be entitled to one vote for every director whom he represents in addition to his own vote (if any) as a director.

PROCEEDINGS OF DIRECTORS

- 33 Meetings of the Board and any committee of the directors shall be convened in accordance with the provisions of the Articles and with all applicable laws and shall be held at such place in the United Kingdom as the Shareholder Directors may agree or in the absence of agreement at the Company's principal place of business for the time being. The Board may meet together for the dispatch of business adjourn and otherwise regulate their meetings as they think fit but shall meet at a Board Meeting convened by the Chairman at least once in every two months and additionally within seven days of receipt by the Company of written notice from any Shareholder Director or Member convening a meeting. Meetings (including those of any committee of the directors) shall be convened by not less than five Business Days' written notice accompanied by a short written agenda specifying the business proposed to be transacted provided that (i) all the Shareholder Directors (or their alternates) may agree in relation to a particular meeting that the length of the notice period may be reduced and (ii) a meeting may be held on shorter notice (not being less than one Business Day's written notice) in the case of emergency. Notice of any meeting of the Board or of any committee of the directors shall be given to each director (and his alternate) and to the Secretary of the Company. If a meeting of the Board or of any committee of the directors is convened by or at the request of a Shareholder Director or an Ordinary Member the notice shall also include all matters requested by any such Shareholder Director (or his alternate) or any such Member. Any Shareholder Director (and their alternates)

and the Secretary of the Company may request that further matters be added to the agenda for discussion provided that nothing in this Article shall prevent a Shareholder Director from raising any matter for discussion at any meeting of the Board on less than two Business Days' notice in writing

- 34 No meeting of the Board or of any committee of the directors may proceed to business or transact any business unless at least one A Shareholder Director and at least one B Shareholder Director being together a quorum are present or represented at the start of and throughout such meeting The first sentence of Regulation 89 to Table A shall not apply to the Company
- 35 Except as otherwise provided in these Articles at any meeting of the Board or of any committee of the directors each director shall be entitled to cast one vote on each issue put to the vote
- 36 In the case of any equality of votes at a meeting of directors or of any committee of the directors the Chairman shall not have a casting vote The fifth sentence of Regulation 88 of Table A shall not apply to the Company
- 37 The Ordinary Members and each Shareholder Director shall and in its or his capacity as a Member and/or director of the Company be entitled to vote and to count as present for the purposes of calculating the quorum in connection with the approval by the Company of any agreement transaction or arrangement in or to which (as applicable) that Shareholder Director or as appropriate Ordinary Member appointing such director or any of its Associates is an interested party and in connection with any revisions or amendments to or waiver of any rights under any such agreement transaction or arrangement PROVIDED THAT the interest therein has been disclosed beforehand to the Board and Regulations 94 and 95 of Table A shall be modified accordingly
- 38 Any director for the time being absent from the United Kingdom may supply to the secretary an address whether or not within the United Kingdom to which notices of meetings of the directors may be sent and shall then be entitled to receive at such address notice of such meetings Regulations 66 and 88 of Table A shall be modified accordingly
- 39 Any director or member of a committee of the directors may participate in a meeting of the directors or such committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting
- 40 A resolution signed by all the directors entitled to notice of a meeting of the directors or of a committee of directors (which resolution may consist of one or more documents in the like form each signed by one or more of the said directors or the said members of such committee) or a resolution to which every such director or every such member of the committee has signified his approval in writing (including by fax) or by cable telegram or telex shall be as valid and effectual as if it had been passed at a meeting of the directors or such committee (as the case may be) duly called and constituted For the purposes of this Article

the signature or approval of an alternate director entitled to notice of a meeting of directors shall suffice in lieu of the signature of the director appointing him but a resolution signed by an alternate director need not also be signed by his appointer and if it is signed by a director who has appointed an alternate director it need not be signed by the alternate director in that capacity Regulation 93 of Table A shall not apply to the Company

THE SEAL

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

NOTICES

- 42 Subject to the other provisions of these Articles notice of general meeting of the Company shall be modified accordingly.
- 43 A notice sent by post shall be deemed to be given at the expiration of 24 hours after the envelope containing it was posted if sent to an address within the country of posting by first class mail and if otherwise after the expiration of 72 hours. Regulation 115 of Table A shall be amended accordingly.

WINDING UP

- 44 Regulation 117 of Table A shall be read and construed as if the words "with the like sanction" were inserted immediately before the words "determine how the division shall be carried out".

INDEMNITY

- 45 1 Subject to the provisions of the Acts every director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto including any liability incurred by him in defending any proceedings whether civil or criminal in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 144 or Section 727 of the Act in which relief is granted to him by the Court.
- 45 2 The directors shall have power to purchase and maintain for any director or officer of or the auditors to the Company insurance against any such liability as is referred to in Section 310(1) of the Act with the prior approval of at least one A Shareholder Director and one B Shareholder Director.
- 45 3 Regulation 118 of Table A shall not apply to the Company.

MISCELLANEOUS

- 46 If the Company shall at any time be required by any competent body or authority to file at Companies Registration Office or other public registry any document referred to in these Articles pursuant to Section 380 Companies Act 1985 (or any replacement modification or re-enactment of it) or related legislation if any member shall so elect by written notice to the other members each member shall be obliged to exercise all rights and powers (including without limit voting rights) available to it under these Articles or otherwise so as to amend or procure the amendments of these Articles in order to ensure that the operative provisions of any such document as is referred to are included or incorporated suitably within these Articles and otherwise to ensure that by lawful means such obligation to file that document at such Registry and to comply with such legislation is satisfied