

Company No. 3935252

THE COMPANIES ACTS 1985 AND 1989

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

- of -

EALING STUDIOS ENTERPRISES LIMITED



HARBOTTLE & LEWIS
Hanover House
14 Hanover Square
London W1S 1HP

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PRELIMINARY

1. The regulations contained in Table A scheduled to the Companies (Table A to F) Regulations 1985 (as amended prior to the date of adoption of these Articles) ("**Table A**") shall, except to the extent that they are excluded or modified by these Articles, apply to the Company and, together with these Articles, shall constitute the articles of the Company.

Regulations 38, 50, 60-61, 64, 73-81, 94-98, 112, 115 and 118 of Table A shall not apply. Regulations 8, 32, 37, 46, 53, 57, 59, 62, 66-68, 72, 84, 88, 110 and 116 of Table A shall be modified as set out in these Articles. Regulations 40 and 54 of Table A shall be modified if and for so long as the Company has only one member. Other than Table A, no regulations set out in any statute concerning companies, or in any statutory instrument or other subordinate legislation made under any statute, shall apply as the regulations or articles of the Company.

2. Where an ordinary resolution of the Company is expressed to be required for any purpose, a special or extraordinary resolution shall also be effective for that purpose, and where an extraordinary resolution is expressed to be required for any purpose, a special resolution shall also be effective for that purpose.

PRIVATE COMPANY

3. The Company is a private company limited by shares and accordingly any invitation to the public to subscribe for any shares or debentures of the Company is prohibited.

SHARE CAPITAL

4. The authorised share capital of the Company at the date of incorporation of the Company is divided into 150 A ordinary shares of £1 each and 850 B ordinary shares of £1 each. In these Articles, the holders of the A ordinary shares are referred to as "**A Shareholders**" and the holders of the B ordinary shares are referred to as "**B Shareholders**".
5. Subject to the provisions of the Act and these Articles, the directors have 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

any increased share capital) to such persons, at such times and on such terms and conditions as the directors may decide but no share may be issued at a discount.

6. The directors have general and unconditional authority, pursuant to section 80 of the Act, to exercise all powers of the Company to allot relevant securities for a period of five years from the date of adoption of these Articles, but this authority may be renewed, varied or revoked from time to time by the Company in general meeting. The maximum amount of relevant securities which may be allotted under this authority shall be the nominal amount of the authorised but unissued share capital of the Company at the date of adoption of these Articles. The directors may before this authority expires make an offer or agreement which would or might require relevant securities of the Company to be allotted after it expires and may allot relevant securities in pursuance of that offer or agreement.

LIEN

7. The lien conferred by Regulation 8 of Table A shall attach also to fully paid shares and to every share registered in the name of a person indebted or under liability to the Company (whether the sole registered holder of a share or one of two or more joint holders) and shall extend to all amounts owing by him or his estate to the Company (whether or not presently payable).

TRANSFERS

8. Where an A ordinary share is transferred to a holder of B ordinary shares, such A ordinary share shall be reclassified on transfer as a B ordinary share and where a B ordinary share is transferred to a holder of A ordinary shares, such B ordinary share shall be reclassified on transfer as an A ordinary share. Otherwise, a share shall remain in the same class following its transfer.
9. Subject to the provisions of Articles 10 to 13, each member shall not transfer or otherwise dispose of any interest in any shares held by them, without the approval of the holders of a majority of the A ordinary shares and the holders of a majority of the B ordinary shares.
10. Any shares may at any time be transferred:
 - (a) by an individual member (not being a holder of the shares concerned as a trustee or nominee) to a relation of that member;
 - (b) by an individual member (not being a holder of the shares concerned as a trustee or nominee) to trustees to be held on family trusts of that member;
 - (c) by any member being a company to a member of the same group as that company;
 - (d) by any member (not being a holder of the shares concerned as a trustee or nominee) to a person who is to hold the shares as bare nominee for such member; or

- (e) by any member holding shares as nominee for any person or persons to the person or persons on whose behalf those shares are so held or to another person to hold as nominee for the same person or persons provided (in either case) that the transferor certifies to the Company, and the directors are satisfied, that no beneficial interest in the shares passes by reason of the transfer or has passed prior to the transfer at any time since the transferring nominee became the registered holder of the shares.

For the purposes of this Article 10 and Articles 11 and 12 the following words shall bear the following meanings:

- (i) **"family trusts"** means in relation to any member, trusts under which no immediate beneficial interest in any shares is for the time being vested in any person other than that member and/or their relations; for these purposes a person shall be regarded as beneficially interested in a share if that share or the income derived from it is or may become liable to be transferred or paid or applied to or for the benefit of that person;
 - (ii) **"group"** means any holding company or subsidiary of a company or any other subsidiary of any holding company of a company; and
 - (iii) **"relation"** means the spouse, parents and every child and remoter descendant of a person (including step-children and adopted children).
11. Where shares have been transferred under Article 10(b) or under this Article 11 to trustees of family trusts, the trustees and their successors may transfer all or any of those shares as follows:
- (a) on any change of trustees to the trustees for the time being of the family trusts concerned; or
 - (b) pursuant to the terms of such family trusts or in consequence of the exercise of any power or discretion vested in the trustees or any other person to the trustees for the time being of any other family trusts of the same individual member or to any relation of the relevant member who has become entitled to the shares proposed to be transferred.
12. In the event that:
- (a) any shares held by trustees cease to be held on family trusts (otherwise than where an authorised transfer of those shares has been made);
 - (b) a transferee company holding shares ceases to be a member of the same group as the transferor company from which whether directly or by a series of transfers under Article 10(b) the shares were derived;

as soon as they become aware, the person holding the shares shall notify the director in writing that the event has occurred and the trustees or the transferee company shall be bound, if and when required in writing by the directors, either to transfer the shares to the transferor company (or such member of the same group as the transferor company as the transferor

company directs) or another family trust or the individual member referred to in Article 10(b) (as the case may be).

13. The A Shareholders shall be entitled to transfer A ordinary shares and the B Shareholders shall be entitled to transfer B ordinary shares, but only so long as Manhattan Loft Commercial Limited (registered number 3822393) maintains control of the A ordinary shares and Uri Fruchtmann, Barnaby Thompson and John Kao collectively maintain control of the B ordinary shares. For the purposes of this Article 13 "**control**" shall bear the meaning ascribed to it in section 840 of the Income and Corporation Taxes Act 1988.

SHAREHOLDER APPROVAL

14. The members shall exercise all voting rights and other powers of control available to them in relation to the Company so as to procure (insofar as they are able by the exercise of such rights and powers) that the Company not without the prior written consent of the holders of a majority of each of the A ordinary shares and the B ordinary shares:
- (a) create any fixed or floating charge, lien (other than a lien arising by operation of law) or other encumbrance over the whole or any part of the undertaking, property or assets of the Company, except for the purpose of securing the indebtedness of the Company to its bankers for sums borrowed in the ordinary and proper course of the Company's business;
 - (b) borrow any sum (other than from the members) in excess of a maximum aggregate sum outstanding at any time of £100,000;
 - (c) make any loan or advance or give any credit (other than normal trade credit) to any person, except for the purpose of making deposits with bankers which will be repayable upon the giving of not more than seven days' notice;
 - (d) give any guarantee or indemnity to secure the liabilities or obligations of any person (other than a wholly owned subsidiary of the Company);
 - (e) sell, transfer, lease, assign, or otherwise dispose of a material part of the undertaking, property and/or assets of the Company (or any interest therein), or contract so to do otherwise than in the ordinary and proper course of the Company's business;
 - (f) enter into any contract, arrangement or commitment involving expenditure on capital account or the realisation of capital assets if the amount or the aggregate amount of such expenditure or realisation by the Company, and all of the subsidiaries of the Company would exceed £150,000 in any one year or in relation to any one project, and for the purpose of this paragraph the aggregate amount payable under any agreement for hire, hire purchase or purchase on credit sale or conditional sale terms will be deemed to be capital expenditure incurred in the year in which such agreement is entered into;
 - (g) engage any new employee at remuneration which could exceed the rate of £25,000 per annum;

- (h) increase the remuneration of any employee to a rate which could exceed the rate of £25,000 per annum or increase the remuneration of any employee whose existing remuneration could exceed such rate;
- (i) take or agree to take any leasehold interest in or licence over any land;
- (j) issue any unissued shares for the time being in the capital of the Company or create or issue any new shares;
- (k) alter any rights attaching to any class of share;
- (l) increase, consolidate, sub-divide or convert any of the Company's share capital or in any way alter the rights attaching thereto and Regulation 32 of Table A shall be amended accordingly;
- (m) issue renounceable allotment letters or permit any person entitled to receive such allotment except on terms that no such renunciation or nomination will be registered unless the renouncee or person nominated is approved by the directors;
- (n) create, acquire or dispose of any subsidiary or of any shares in any subsidiary;
- (o) enter into any partnership or profit sharing agreement with any person;
- (p) do or permit to be done any act or thing whereby the Company may be wound up (whether voluntarily or compulsorily), save as otherwise expressly provided for in the Articles;
- (q) issue any debentures or other securities convertible into shares or debentures or any share warrants or any options in respect of shares;
- (r) enter into any contract or transaction except in the ordinary and proper course of the Company's business on arm's length terms and which is terminable on not more than three months' notice;
- (s) acquire, purchase or subscribe for any shares, debentures, mortgages or securities (or any interest therein) in any company, trust or other body;
- (t) appoint or dismiss any director, but without prejudice to the rights conferred on each of the members pursuant to Article 30 to appoint and remove directors;
- (u) enter into any contract or obligation to pay money or money's worth to any member or to any member of the group of any member or to any person as a nominee or associate of any member (including renewal or variation of the terms of any existing contract or obligation) other than on arm's length terms;
- (v) initiate, conduct, settle or abandon any claim, litigation, arbitration or other proceedings involving the Company or any admission of liability by or on behalf of the Company (involving a sum in excess of

£10,000) except in any case in relation to debt collection in the ordinary course of the Company's business;

- (w) appoint any committee of the directors or any local board or delegate any of the powers of the directors to such committee or local board;
- (x) hold any meeting of members (other than a meeting of one class only of the members) or purport to transact any business at any such meeting unless there will be present duly authorised representatives or proxies for each person entitled to be present at such meeting;
- (y) make any press announcement or other public statement relating to the company or its activities; or
- (z) do any of the matters referred to in this Article 14 with respect to any subsidiary of the Company.

GENERAL MEETINGS

- 15. Regulation 37 of Table A shall be amended by the deletion of the words "eight weeks" and the substitution for them of the words "28 days".
- 16. Any director or the secretary of a corporation which is a member shall be deemed to be a duly authorised representative of that member:
 - (a) for the purpose of agreeing to short notice of, or attending and voting at, any general meeting of the company; and
 - (b) without prejudice to the generality of the foregoing, for the purpose of Article 45(a) and Regulations 40 and 54 of Table A.

In the case of a member which is a corporation the signature of any director or the secretary of that corporation or, in the case of a share registered in the name of joint holders, the signature of one of such joint holders, shall be deemed to be and shall be accepted as the signature of the member concerned for all purposes including the signature of any form of proxy and the signature of any resolution in writing.

NOTICE OF GENERAL MEETINGS

- 17. An annual general meeting and an extraordinary general meeting called for the passing of a special resolution or an elective resolution shall be called by at least 21 clear days' notice. All other extraordinary general meetings shall be called by at least 14 clear days' notice but a general meeting may be called by shorter notice if it is so agreed:
 - (a) in the case of an annual general meeting or a meeting called for the passing of an elective resolution, by all the members entitled to attend and vote at that meeting; and
 - (b) in the case of any other meeting, by a majority in number of the members having a right to attend and vote, being (i) a majority together holding not less than such percentage in nominal value of the shares giving that right as has been determined by elective resolution of the members in accordance with the Act, or (ii) if no such elective

resolution is in force, a majority together holding not less than 95 per cent in nominal value of the shares giving that right.

The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify that the meeting is an annual general meeting.

Subject to the provisions of the Articles and to any restrictions imposed on any shares, the notice shall be given to all the members, to all persons entitled to a share in consequence of the death or bankruptcy of a member and to the directors and auditors.

PROCEEDINGS AT GENERAL MEETINGS

18. A poll may be demanded by the chairman or by any member present in person or by proxy and entitled to vote and Regulation 46 of Table A shall be modified accordingly.
19. The following sentence shall be added to the end of Regulation 53 of Table A: "If a resolution in writing is described as a special resolution or as an extraordinary resolution, it shall have effect accordingly."

VOTES OF MEMBERS

20. Regulation 57 of Table A shall be modified by the inclusion after the word "shall" of the phrase ", unless the directors otherwise determine,".
21. The following sentence shall be added to the end of Regulation 59 of Table A: "Deposit of an instrument of proxy shall not preclude a member from attending and voting at the meeting or at any adjournment of it."
22. An instrument appointing a proxy shall be in writing in any usual form or in any other form which the directors may approve and shall be executed by or on behalf of the appointor. A proxy need not be a member of the Company.
23. Regulation 62 of Table A shall be modified by the deletion in paragraph (a) of the words "deposited at" and by the substitution for them of the words "deposited at or (if sent by post or by fax) received at", by the substitution in paragraph (a) of the words "at any time" in place of "not less than 48 hours" and by the substitution in paragraph (b) of the words "deposited or received" in place of "deposited" and of the words "at any time" in place of "not less than 24 hours".

NUMBER OF DIRECTORS

24. The maximum number of directors holding office at any time will be four unless otherwise expressly agreed in writing by all of the members.

ALTERNATE DIRECTORS

25. An alternate director's entitlement to receive notice of meetings shall be subject to his giving the Company an address at which notices may be given to him, and an alternate director who is absent from the United Kingdom shall (subject to the Company having an address for him) be entitled to receive

notice of all meetings of directors and meetings of committees of directors. Regulation 66 of Table A shall be modified accordingly.

26. The following sentence shall be added to the end of Regulation 68 of Table A: "Any such notice may be left at or sent by post or fax to the office or another place designated for the purpose by the directors."

POWERS OF DIRECTORS

27. Subject to Article 14, the directors may exercise all the powers of the Company to borrow money, without limit as to amount and upon such terms and in such manner as they think fit and to mortgage and charge all or any part of its undertaking, property and uncalled capital and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

DELEGATION OF DIRECTORS' POWERS

28. The following sentence shall be added at the end of Regulation 72 of Table A: "Where a provision of the Articles refers to the exercise of a power, authority or discretion by the directors and that power, authority or discretion has been delegated by the directors to a committee, the provision shall be construed as permitting the exercise of the power, authority or discretion by the committee."

APPOINTMENT AND REMOVAL OF DIRECTORS

29. The directors are not subject to retirement by rotation. Regulations 73 to 78 of Table A shall not apply and reference in Regulations 67 and 84 of Table A to retirement by rotation shall be disregarded.
30. The A Shareholders shall be entitled to appoint one director and the B Shareholders shall be entitled to appoint three directors. The A Shareholders shall be entitled to remove and replace any directors appointed by them and the B Shareholders shall be entitled to remove and replace any directors appointed by them.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

31. The office of a director shall be vacated if:
- (a) he ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a director;
 - (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally;
 - (c) he becomes, in the opinion of all his co-directors, incapable by reason of mental disorder of discharging his duties as a director;
 - (d) he resigns his office by notice to the Company;
 - (e) he is removed from office by a resolution duly passed under Section 303 of the Act; or

- (f) he shall for more than six consecutive months have been absent without permission of the directors from meetings of directors held during that period and his alternate director (if any) has not during that period attended any such meetings instead of him, and the directors resolve that his office be vacated.

PROCEEDINGS OF DIRECTORS

32. Regulation 88 of Table A shall be modified by the deletion of the third sentence and the substitution for it of the following sentences: "Every director shall receive notice of a meeting, whether or not he is absent from the United Kingdom. Any director or alternate director may, by written notice to the Company, waive his right to receive notice of a board meeting, either prospectively or retrospectively, and the presence of any director or alternate director at the start of a meeting shall constitute such a waiver." The sentence "In the case of an equality of votes, the chairman shall have a second or casting vote." shall be deleted from Regulation 88 of Table A.
33. The following words shall be added at the end of Regulation 89 of Table A: "and, if he is the alternate director of more than one director, shall be counted separately in respect of each absent appointor".
34. A director or his alternate may validly participate in a meeting of the directors or a committee of directors by conference telephone and/or any other form(s) of communication equipment (whether in use when these Articles are adopted or not) if all persons participating in the meeting are able to hear and speak to each other throughout the meeting. A person participating in this way shall be deemed to be present in person at the meeting and shall be counted in a quorum and entitled to vote. Subject to the Act, all business transacted in this way by the directors or a committee of directors shall for the purposes of the Articles be deemed to be validly and effectively transacted at a meeting of the directors or of a committee of directors although fewer than two directors or alternate directors are physically present at the same place. The meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting then is.
35. Without prejudice to the obligation of any director to disclose his interest in accordance with section 317 of the Act, a director may vote at a meeting of directors or of a committee of directors on any resolution concerning a matter in which he is directly or indirectly interested. The director shall be counted in the quorum present at a meeting when any such resolution is under consideration and if he votes his vote shall be counted. An interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

WARRANTS

36. With the agreement of all of the directors, the Company may issue warrants ("**share warrants**") in respect of fully paid up shares stating that the bearer is entitled to the shares specified, and may provide by coupons or otherwise for the payment of future dividends on the shares in the warrants. The directors may determine and vary the conditions upon which share warrants are issued and upon which a new share warrant or coupon is issued in the place of one worn out, defaced or destroyed. No new share warrant or coupon shall be

issued to replace one that has been lost unless the directors are satisfied beyond reasonable doubt that the original has been destroyed. The directors may also determine and vary the conditions upon which the bearer of a share warrant is entitled to receive notices of and attend and vote at general meetings or to join in requisitioning general meetings, and upon which a share warrant may be surrendered and the name of the holder entered in the register in respect of the shares specified in it. The directors may require the holder or person who claims to be the holder of a share warrant to produce his warrant and to satisfy them that he continues to be the holder. Subject to such conditions and to these Articles, the bearer of a share warrant shall be a member to the full extent. The holder of a share warrant shall hold it subject to the conditions for the time being in force with regard to share warrants whether made before or after the issue of such warrant.

THE SEAL

37. The Company may exercise the powers conferred by the Act with regard to having an official seal for use abroad, and those powers are vested in the board.

DIVIDENDS

38. The directors may deduct from a dividend or other amounts payable to a person in respect of a share any amounts due from him to the Company on account of a call or otherwise in relation to a share.

CAPITALISATION OF PROFITS

39. The directors may, with the authority of an ordinary resolution of the Company, resolve that any shares allotted under Regulation 110 of Table A to any member in respect of a holding by him of any partly-paid shares rank for dividend, so long as those shares remain partly paid, only to the extent that those partly-paid shares rank for dividend and Regulation 110 of Table A shall be modified accordingly.

NOTICES

40. The Company shall give any notice to a member in writing and notices may be given by hand or sent by first class pre-paid post or facsimile transmission to a member at his registered address or by leaving it at that address. Where notice is given by facsimile transmission, a further copy must also be sent by hand or by first class pre-paid post. In the case of joint holders of a share, all notices shall be given to the joint holder whose name stands first in the register of members in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders. A member whose registered address is not within the United Kingdom shall be entitled to have notices given to him at his registered address.
41. A notice left by hand at a member's registered address shall be deemed to have been given on the day it was so left. A notice give by post shall be deemed to have been given seven days after the envelope containing it was posted. Proof that an envelope containing the notice was properly addressed, pre-paid and posted shall be conclusive evidence that the notice was given. A notice sent by facsimile transmission shall be deemed to have been sent on the day of transmission.

42. Regulation 116 of Table A shall be modified by the deletion of the words "within the United Kingdom".

INDEMNITY

43. Subject to the provisions of the Act, but without prejudice to any indemnity to which he may otherwise be entitled, each person who is a director, alternate director or secretary of the Company shall be indemnified out of the assets of the Company against all costs, charges, losses and liabilities incurred by him in the proper execution of his duties or the proper exercise of his powers, authorities and discretions including, without limitation, a liability incurred:
- (a) defending proceedings (whether civil or criminal) in which judgment is given in his favour or in which he is acquitted, or which are otherwise disposed of without a finding or admission of material breach of duty on his part; or
 - (b) in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.
44. The directors may exercise all the powers of the Company to purchase and maintain insurance for the benefit of a person who is or was:
- (a) director, alternate director, secretary or auditor of the Company or of a company which is or was a subsidiary undertaking of the Company or in which the Company has or had an interest (whether direct or indirect); or
 - (b) trustee of a retirement benefits scheme or other trust in which a person referred to in the preceding paragraph is or has been interested;

indemnifying him against liability for negligence, default, breach of duty or breach of trust or other liability which may lawfully be insured against by the Company.

SOLE MEMBER

45. If and for so long as the Company has only one member:
- (a) in relation to a general meeting, the sole member or a proxy for that member or (if the member is a corporation) a duly authorised representative of that member shall be a quorum and Regulation 40 of Table A shall be modified accordingly;
 - (b) a proxy for the sole member may vote on a show of hands and Regulation 54 of Table A shall be modified accordingly;
 - (c) the sole member may agree that any general meeting, other than a meeting called for the passing of an elective resolution, be called by shorter notice than that provided for by the Articles; and

- (d) all other provisions of the Articles apply with any necessary modification (unless the provision expressly provides otherwise).