

Number of  
Company } .....1239320

**Form No. 41**  
(No registration fee payable)

## THE COMPANIES ACTS 1948 to 1967

### Declaration of Compliance with the requirements of the Companies Act 1948 on application for registration of a Company

(Pursuant to Section 15(2) of the Companies Act 1948)

Insert the  
Name of the  
Company

MPL COMMUNICATIONS

LIMITED

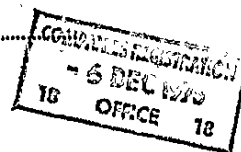
Presented by

Presentor's Reference.....U/74/EN

.....MESSRS. FRERE, CHOLMELEY & CO.,

.....28, LINCOLN'S INN FIELDS,.....

LONDON, WC2A 3HH.....



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Companies 6C

★ ★ ★ ★

[P.T.O.]

I, IAN ROBERT GIBSON

of 28 Lincoln's Inn Fields,

London, WC2A 3HH.

(a) Here insert:  
A Solicitor of the  
Supreme Court (or  
in Scotland a  
Solicitor) engaged  
in the formation  
or  
A person named  
in the Articles of  
Association as a  
Director or  
Secretary.

Do solemnly and sincerely declare that I am (a) a Solicitor of the Supreme

Court engaged in the formation

of

MPL COMMUNICATIONS Limited

and that all the requirements of the Companies Act 1948 in respect of matters precedent to the registration of the said Company and incidental thereto have been complied with. And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at 24 Lincoln's Inn  
Fields, London, WC2

the 5th day of December  
one thousand nine hundred and seventy-  
five

*IR Gibson*

Before me,

Charles N. Owen

(b) Or  
Notary Public or  
Justice of the  
Peace as the case  
may be.

A-Commissioner for Oaths (b) Solicitor.

No.

THE COMPANIES ACTS 1948 to 1967  
COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

- of -

MPL COMMUNICATIONS LIMITED



1239320 / 3

1. The Name of the Company is "MPL COMMUNICATIONS LIMITED".
2. The Registered Office of the Company will be situate in England.
3. The objects for which the Company is established are:-
  - (1) (A) To carry on business in all or any of the branches of the entertainments and visual arts industries.
  - (B) To acquire and hold either in the name of the Company or in that of a nominee shares, stocks, debentures, debenture stock, bonds, notes, obligations and securities issued or guaranteed by any company whether or not carrying on a similar business to that of the Company wherever incorporated or carrying on business and debentures, debenture stock, bonds, notes, obligations and securities issued or guaranteed by any government, sovereign, ruler, dependent, municipal, local or otherwise in any part of the world.
- (2) To exercise and enforce all rights and powers conferred by or incident to the ownership of any such shares stock obligations or other securities including without prejudice to the generality of the foregoing all such powers of veto or control as may be conferred by virtue of the holding by the company of some special proportion of the issued or nominal amount thereof and to provide managerial and other executive supervisory and consultant service for or in relation to any company in which the Company is interested upon such terms as may be thought fit.



manufacturing or otherwise) which may seem to the Company capable of being conveniently carried on in connection with the above objects or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property or rights.

- (4) To make, learn, examine, discover, purchase or otherwise acquire and to use and turn to account inventions, discoveries, formulae, information, secret and other processes and operations of all kinds, and to apply for, obtain, register, purchase or otherwise acquire, prolong, renew, hold, exercise, use, exploit, turn to account, deal with, grant licences or privileges in respect of, and sell or otherwise dispose of for such consideration as may be thought fit in all or any parts or part of the world letters patent, patent rights, brevets d'invention, monopolies, trade-marks, trade-names, designs, copyrights, statutory and other protections by whatever name called, concessions, licences, exclusive or other rights and privileges or any interest therein relating to or in connection with all or any of the businesses or objects of the Company or which may appear likely to be useful or advantageous to the Company or to any company which is for the time being the Company's holding company or any subsidiary or subsidiaries for the time being of the Company or to any of its or their customers and to do all such things either alone or jointly with any person or company.
- (5) To erect, build, construct, lay down, enlarge, improve, alter, maintain, develop, work, manage, superintend, control, pull down, remove, replace, refit and renew any shops, stores, factories, warehouses, buildings, works, plant and machinery which are or may be necessary or convenient for any of the Company's businesses or any branch or department thereof; and to contribute to, subsidise, or otherwise assist or take part in any such operations.

- (6) To purchase, take on lease or in exchange, rent, hire or by any other lawful means acquire and to hold for any estate or interest any lands, buildings, hereditaments and real or personal property of any kind; and to take or by any lawful means to acquire any easements, rights, privileges, concessions, options and licences of any kind which are or may be necessary or convenient for any of the Company's businesses or any branch or department thereof.
- (7) To receive money (at interest or otherwise) on deposit and to receive valuables and goods and materials of all kinds on deposit or loan or for safe custody.
- (8) To borrow or raise and to secure the payment of money for the purpose of or in connection with the Company's business in such manner as may be thought fit, and in particular by mortgage or charge or by the issue of debentures, debenture stock (either perpetual or redeemable), notes, bonds or other securities or obligations such issue to be at par or at a premium or discount and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit and either charged upon the Company's undertaking or all or any of the Company's property and assets (both present and future, including its uncalled capital) or not so charged, and to purchase, redeem or pay off, and collaterally or further to secure or to constitute by a trust deed or other assurance any such securities or obligations of the Company.
- (9) To issue and deposit any securities or obligations which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities or obligations and also by way of security for the performance of any contracts, debts, engagements, liabilities, or obligations of the Company or any of its customers or of any other persons or companies having dealings with the Company or in whose businesses or

undertakings the Company is or may propose to be financially interested, whether directly or indirectly.

- (10) To lend money (with or without security) and to guarantee the debts, contracts, engagements, obligations and liabilities of and to subsidise or otherwise financially assist any person or company and, without prejudice to the generality of the foregoing, to guarantee or otherwise secure (either with or without the Company receiving any consideration and either with or without a mortgage or charge on all or any part of the undertaking property and assets present and future, including the uncalled capital of the Company) the performance of the obligations and the payment of the capital or principal of the dividends or interest on any stock, shares, debentures, debenture stock, notes, bonds or other securities and the payment of debts and other obligations of any subsidiary or subsidiaries for the time being of the Company or of any company which is for the time being the Company's holding company or of a subsidiary of such holding company.
- (11) To enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint adventure, reciprocal concession or otherwise with any person or company or with any employees of the Company (including in such case, if thought fit, the conferring of a participation in the management or its directorate) and to give any person or company special rights or privileges in connection with or control over the Company and in particular the right to nominate one or more Directors of the Company; and to take or by any means acquire and to hold, sell or otherwise dispose of for such consideration as may be thought fit shares, stock, debentures, debenture stock, notes, bonds or other securities or obligations of and to subsidise or otherwise financially assist any such person or company.

(12) To purchase or otherwise acquire, and to carry on all or any part of the undertaking, business, property and assets and to undertake all or any of the contracts, engagements, obligations, liabilities and transactions of any person or company.

(13) To pay for any property or rights acquired by the Company and for any services rendered or to be rendered to the Company either in cash (by lump sum, instalments or otherwise) or by fully or partly paid-up shares (with or without preferred or deferred or guaranteed rights in respect of dividend or repayment of capital or otherwise) or by debentures, debenture stock, notes, bonds or other securities or obligations which the Company has power to issue, or partly in one mode and partly in another and generally on such terms as may be determined.

(14) To improve, manage, develop and turn to account and to sell, exchange, let (for rent, royalty, share of profits or otherwise) and to grant licences, easements or other rights in or over or in any other manner deal with or dispose of all or any of the property and assets for the time being of the Company for such consideration as may be thought fit.

(15) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash (by lump sum, instalments or otherwise) or by fully or partly paid-up shares or stock of any company (with rights in respect of dividend or repayment of capital or otherwise) or in debentures, debenture stock, notes, bonds or other securities or obligations or partly in one mode and partly in another, and generally on such terms as may be determined; and to hold, sell, or otherwise dispose of any of the shares, stocks, debentures, debenture stock, notes, bonds or other securities or obligations so acquired.

(16) To draw, make, accept, endorse, negotiate, discount or execute

promissory notes, bills of exchange and other negotiable or transferable instruments.

(17) To invest and deal with the moneys of the Company not immediately required for the purposes of any of its business in or upon such investments or securities and in such manner as may from time to time seem expedient.

(18) To establish and maintain, or procure the establishment and maintenance of, any non-contributory or contributory pension or superannuation or retirement benefits schemes, funds, policies or trusts for the benefit of, and to pay or provide, or agree to pay or provide, donations, gratuities, pensions, annuities, allowances, or other like benefits or benevolent or charitable aid to any persons who are or were at any time in the employment or service of or Directors or Officers of the Company, or of any company which is a subsidiary of the Company or is its holding company or is a subsidiary of its holding company or is allied to or is associated with the Company or any other such company as aforesaid and the widows, relations and dependants of such persons, and to make, or agree to make, contributions to any such scheme, fund or trust and to pay, or agree to pay premiums or other payment for or towards life, endowment or other assurances for any such persons as aforesaid; and also to establish and subsidise or subscribe to any institutions, associations, clubs or funds considered 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 to subscribe or guarantee money for any charitable or benevolent objects or for any public, general or useful object and to do any of the matters aforesaid either alone or in conjunction with any other company which is a subsidiary of the Company or is its holding company or a subsidiary thereof or is allied to or associated with the Company.



- (19) To enter into any arrangements with any Government or Authority (supreme, municipal, local or otherwise) that may seem conducive to the Company's objects or any of them; and to obtain from any such Government or Authority any rights, charters, decrees, privileges or concessions which the Company may think it desirable to obtain; and to carry out, exercise and comply with any such arrangements, rights, privileges, charters, decrees and concessions.
- (20) To obtain any Provisional or other Order or Licence of any Authority or Act of Parliament for enabling the Company to carry any of its objects into effect or for affecting any modifications of the Company's constitution or for any other purpose which may seem expedient; to support or oppose the passing of any Act of Parliament or the making of any Order, Regulation or Statutory Instrument; and to institute, prosecute, defend, settle, compromise or abandon any legal proceedings to which the Company is or may be a party and to defend or support or join or assist in defending or supporting any legal proceedings whatsoever which may seem calculated to affect, directly or indirectly, the Company's interest.
- (21) To adopt such means of making known any of the Company's businesses or any branch or department thereof as may seem expedient, and in particular by advertising in the press, by radio, television, cinematograph or other mechanical means by circulars, by aerial advertising, by purchase and exhibition of works of art or interest, by publication of books and periodicals, by establishing exhibitions and conducting competitions and by granting prizes, awards and donations.
- (22) To provide facilities for and to undertake and engage in research, development, experiments and study connected with any of the businesses or objects of the Company; to establish, manage, maintain, support and subsidise and to become a member

of and to subscribe to societies, associations, libraries, museums, colleges, schools, laboratories, research institutions and foundations; and to offer and grant prizes and awards and make exhibits and compete for prizes at any exhibition or show.

(23) To establish, promote or acquire, or concur in establishing, promoting or acquiring, any other company or companies for the purpose of attaining all or any of the objects of the Company or of carrying on all or any of its businesses or any branch or branches thereof or whose objects shall include the acquisition and taking over of all or any of the undertaking, assets and liabilities of the Company or the promotion or acquisition of which shall be in any manner calculated to advance, directly or indirectly, the objects or interest of the Company; and to acquire and hold, sell or otherwise dispose of any of the shares, stock, debentures, debenture stock, notes, bonds or other securities or obligations of any such company.

(24) To amalgamate, by any method of amalgamation, whether or not necessitating the winding-up of the Company, with any other company whose objects include objects similar to those of the Company.

(25) To sell or dispose of the undertaking of the Company or any part thereof for such consideration as may be thought fit, and in particular for a rent or rents, or for shares, stocks, debentures, debenture stock, notes, bonds or other securities or obligations of any other company.

(26) To distribute among the members in specie any property of the Company or any proceeds of sale or disposal of any property of the Company, but that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.

- (27) To pay out of the funds of the Company all expenses which the Company may lawfully pay of or incidental to the formation and registration of the Company and of any other company established or promoted by the Company or in which the Company is interested or may propose to be interested (whether directly or indirectly) and of or incidental to the issue of capital or the raising of money for the Company or any such other company as aforesaid.
- (28) To procure the Company to be registered or recognised in any Dominion, Colony or Dependency and in any foreign country or place.
- (29) To do all or any of the above things in any part of the world, and either as principals, agents, managers, trustees, contractors or otherwise and either alone or in conjunction with others, and either by or through agents, sub-contractors, managers, trustees, subsidiary or associated companies or otherwise.
- (30) To do all such other things as are incidental or conducive to the above objects or any of them.

AND IT IS HEREBY DECLARED that:-

- (a) The word "company" in this Clause, except where used in reference to the Company, shall be deemed to include any corporation, firm, partnership, association, society or other body of persons, whether incorporated or not incorporated and whether domiciled in the United Kingdom or elsewhere;
- (b) The expression "subsidiary" and "holding company" shall have the meanings respectively ascribed thereto by Section 154 of the Companies Act, 1948 or any statutory modification or re-enactment thereof for the time being in force;
- (c) Words denoting the singular number shall also include the



plural and vice versa;

(d) The objects set forth in each paragraph of this Clause shall be regarded as independent objects and in nowise limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company.

4. The liability of the members is limited.

5. The Share Capital of the Company is £100,000 divided into 100,000 Shares of £1 each.

WE, the several persons whose names, addresses and descriptions are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	Number of Shares taken by each Subscriber.
 IAN ROBERT GIBSON 28 Lincoln's Inn Fields London WC2A 3HH Solicitor	One
 ELIZABETH NORRIS 28 Lincoln's Inn Fields London WC2A 3HH Solicitor's Articled Clerk	One

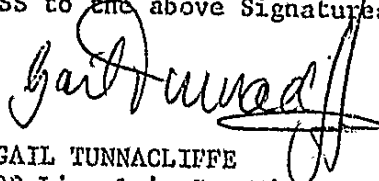
DATED this

3rd

day of

December 19 75

WITNESS to the above Signatures:-



GAIL TUNNACLIFFE  
28 Lincoln's Inn Fields  
London WC2A 3HH

Secretary

14

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

- of -

MPL COMMUNICATIONS LIMITED

PRELIMINARY

1 The Company is a Private Company and, subject as hereinafter provided, the Regulations contained in or applied by Part II of Table A in the First Schedule to the Companies Act, 1948 as amended by the Companies Act, 1967 (hereinafter referred to as "Table A") shall apply to the Company. ✓

2. Regulations 3, 24, 53, 75, 77, 79, 87 to 94 (inclusive) 107 and 131 of Part I of Table A and Regulations 3 and 4 of Part II, of Table A shall not apply to the Company but the Articles hereinafter contained together with the remaining regulations of Part I of Table A and Regulations 2 and 5 of Part II of Table A shall subject to the modifications hereinafter expressed, constitute the Regulations of the Company. Art. 6

SHARES

3. No shares in the capital of the Company shall be issued without the previous approval of the Company in General Meeting or the prior written consent of the holders of a majority of the issued share capital for the time being of the Company. Subject to their first obtaining such approval or consent the Directors may offer, allot, grant options over or otherwise dispose of the shares (whether in the original or any increased capital) of the Company to such persons at such times and for such consideration and generally on such terms and conditions as the Directors think proper, subject nevertheless to Regulation 2 of Part II of Table A, and provided that no shares shall be issued at a discount except as provided by Section 57 of the Act.

4. Subject to the provisions of Section 53 of the Act, any Preference Shares may be issued on terms that they are, or at the option of the Company are to be liable, to be redeemed on such terms and in such manner as the Company may by Special Resolution determine.

5. The Company's lien shall extend to every share, whether or not it is a fully paid share, and accordingly in Regulation 11 of Part I of Table A the words "(not being a fully paid share)" and the words "(other than fully paid shares)" shall be omitted.

#### TRANSFER OF SHARES

6. The Directors may in their absolute discretion, and without assigning any ground or reason therefor, decline to register any transfer of any share (whether fully paid up or not).

#### PROCEEDINGS AT GENERAL MEETINGS

7. No business shall be transacted at any General Meeting unless a quorum of members is present at the time the meeting proceeds to business; two members present in person or by proxy holding or representing one half of the total voting rights of all the members having the right to vote at the meeting shall be a quorum.

8. Regulation 58 of Part I of Table A shall be read and construed as if the words "or not carried by a particular majority" were inserted after the words "or lost".

#### DIRECTORS

9. Unless and until otherwise determined by the Company in General Meeting, the number of Directors shall not be less than two. The first Directors shall be nominated by the Subscribers to the Memorandum of Association.

10. The holders for the time being of a majority of the shares of the Company for the time being issued may from time to time appoint and remove any or all the Directors. Any such appointment or removal shall

be made in writing under the hands of the holders for the time being of such majority of the shares or in the case of a corporation, under the hand of a duly authorized officer of the corporation, and shall take effect on and from the date on which notice in writing thereof is lodged at the registered office of the Company.

11. A Director shall not be required to hold any shareholding qualification but he shall be entitled to receive notice of and attend all General Meetings of the Company and Regulation 134 of Part I of Table A shall be modified accordingly.

12. Any Director who by request performs special services or goes or resides abroad for any purposes of the Company may receive such extra remuneration by way of salary, commission, percentage or profits or otherwise as the Directors may determine.

13. The Directors may on behalf and out of the moneys of the Company pay or provide or agree to pay or provide, in addition to any other remuneration, pensions or annuities (either revocable or irrevocable and either subject or not subject to any terms or conditions) gratuities, superannuation, sickness, benevolent, compassionate, welfare or other allowances and benefits, life or endowment assurances or other like benefits for all or any of the Directors who hold or have held executive office or salaried employment in the Company or in any company which is a subsidiary of the Company or is its holding company or is allied to or associated with the Company or for any other person or persons who may have served the Company or any such other company as aforesaid or for the widow or other dependant of any such Director or other person. The Directors shall also have power to establish and maintain, and to concur with any company which is a subsidiary of the Company or is its holding company or is allied to or associated with the Company in establishing and maintaining, and to make contributions out of the Company's moneys to schemes, funds, policies or trusts (either contributory or non-contributory) for providing any benefits pursuant to the provisions of this Article. Any Director shall be entitled to receive and retain for



his own use any such pension, annuity, gratuity, allowance, assurance or other benefit and his right so to do shall not be affected by his being appointed or continuing in office as a Director or receiving remuneration as such after the date on or from which the same become payable.

14. At least five days' notice of every meeting of the Board of Directors shall be given to every member of the Board whether or not he shall have supplied to the Secretary for the time being of the Company an address within the United Kingdom for the giving of notices. Provided that any one or more of the Directors for the time being may waive his right to receive notices either generally or in respect of any particular meeting.

#### POWER AND DUTIES OF DIRECTORS

15. The Directors shall not, except with the previous sanction of the Company in General Meeting, or the written consent of the holders of a majority of the issued Shares in the capital of the Company, exercise the powers of the Company to borrow or raise money, and to mortgage or charge its undertaking, property, assets and uncalled capital or any part thereof, and to create and issue debentures, debenture stock, notes, bonds or other securities or obligations of the Company, whether outright or as security for any debt, liability or obligation of the Company or of any third party, and whether in favour of the Directors themselves or any one or more of them or any other person, firm or company. Provided that no such sanction as aforesaid shall be required to borrow from any company which is the beneficial owner of at least 90 per cent. of the issued Share Capital for the time being of the Company.

16. Paragraphs (2) and (4) of Regulation 84 of Part I of Table A shall not apply to the Company and a Director notwithstanding his interest, but subject to his complying with Section 199 of the Act, shall be entitled as a Director to vote in respect of any contract or arrangement he may make with the Company or any contract or arrangement entered into by or on behalf of the Company in which he is interested or in respect of his appointment to any office or place of profit under the Company or

the arrangement or variation of the terms thereof and, if he do so vote, his vote shall be counted and he may, notwithstanding his interest, be taken into account in ascertaining whether a quorum is present at any meeting at which any such contract, arrangement or appointment is considered or the terms thereof are arranged or varied.

#### DISQUALIFICATION OF DIRECTORS

17. The office of a Director shall ipso facto be vacated in any of the following events namely:-

- (A) If (not being a Director appointed for a fixed and still current term to a salaried employment or office in the Company) he resign his office in writing.
- (B) If he have a Receiving Order made against him, become bankrupt, suspend payment or compound with his creditors.
- (C) If he shall become incapable by reason of mental disorder within the meaning of the Mental Health Act, 1959, or if the Directors resolve that he is physically or mentally incapable of performing his duties.
- (D) If he be absent from meetings of the Directors for six months without leave, and the Directors resolve that his office be vacated.
- (E) If he is removed in accordance with Article 10.
- (F) If he be disqualified by the Act or become prohibited from being a Director by reason of any order made under any provision of the Act.

18. Regulations 95, 97 and 98 of Part I of Table A shall in each case be read and construed as if the last sentence were omitted therefrom.

#### EXECUTIVE DIRECTORS

19. The Directors may from time to time appoint one or more of their body to the office of Managing Director or to any other salaried employment or office in the Company for such period and on such terms as they think fit, and subject to the terms of any agreement entered into in any particular case, may revoke such appointment.

20. The appointment of any Director to the office of Managing Director of the Company or to any other salaried employment or office in the Company shall be subject to determination automatically if he cease 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.

21. In Regulation 108 and 109 of Part I of Table A the words "and a Director appointed to any salaried employment or office in the Company" shall in each case be inserted immediately after the words "Managing Director".

#### ALTERNATE DIRECTORS

22. (A) Any Director may at any time appoint any person approved by the Directors (including another Director) to be an alternate Director of the Company, and may at any time remove any alternate Director so appointed by him.

(B) Any alternate Director so appointed shall be subject to the provisions of these presents with regard to Directors.

(C) An alternate Director shall be entitled to receive notices of all meetings of the Directors, 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 perform all the functions of his appointor as a Director in the absence of such appointor. The Director appointing an alternate Director shall remain entitled to receive notices of all meetings of the Directors.

(D) A Director acting as an alternate Director shall have an additional vote for each Director for whom he acts as an alternate.

(E) An alternate Director shall ipso facto cease to be an alternate Director if his appointor ceases for any reason to be a Director.

(F) All appointments and removals of alternate Directors, shall be effected by writing under the hand of the Director making or revoking such appointment left at the Registered Office of the Company.

#### CAPITALISATION OF PROFITS

23. Regulation 129 of Part I of Table A shall be read and construed as if the words "or to ignore fractions altogether" were inserted after the words "or otherwise as they think fit for the case of shares or debentures becoming distributable in fractions":

#### NOTICES

24. A notice may be given by the Company to any member either personally or by sending it by post to him at his registered address. Where a notice or any other document is served by post, service shall be deemed to be effected on the day on which the letter, envelope or wrapper containing the same is put into the post, except that service of any notice or other document served by post on any member at an address outside the United Kingdom, if the same is despatched by air mail, shall be deemed to be effected on the expiration of four days from the date on which the letter, envelope or wrapper containing the same is put into the post and if the same is despatched by surface mail, shall be deemed to be effected on the expiration of ten days from the date on which the letter, envelope or wrapper containing the same is put into the post. In proving service under this Article it shall be sufficient to prove that the letter, envelope or wrapper containing the notice or other document was properly addressed and put into the post as a prepaid letter.

25. Regulation 134 of Part I of Table A shall be read and construed

as if the words "except those members who (having no registered address within the United Kingdom) have not supplied to the Company an address within the United Kingdom for the giving of notice to them" were omitted from paragraph (a) thereof.

#### WINDING-UP

26. Regulation 135 of Part I of Table A shall be read and construed as if the words "with the like sanction" were inserted immediately before the words "determine how such division" and the word "members" were substituted for the word "contributories".

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

*I.R. Gibson*

IAN ROBERT GIBSON  
28 Lincoln's Inn Fields  
London WC2A 3HH

Solicitor

*Elizabeth Norris*

ELIZABETH NORRIS  
28 Lincoln's Inn Fields  
London WC2A 3HH

Solicitor's Articled Clerk

DATED this *3rd* day of *December* 19 *75*

WITNESS to the above Signatures:

*Gail Tunnacliffe*  
GAIL TUNNACLIFFE  
28 Lincoln's Inn Fields  
London WC2A 3HH

Secretary



## CERTIFICATE OF INCORPORATION

No. 1239320

I hereby certify that

**MPL COMMUNICATIONS LIMITED**

is this day incorporated under the Companies Acts 1948 to 1967 and that the Company is Limited.

Given under my hand at London the

5TH JANUARY 1976

A handwritten signature in dark ink, appearing to read 'R. W. Westley'.

**R. W. WESTLEY**

**Registrar of Companies**