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BARRINGTON W. HOOKE, LL.B.
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I, BARRINGTON WILLIAM HOOKE, NOTARY PUBLIC of the CITY of LONDON, by Royal Authority duly admitted and sworn, practising in said City, **DO HEREBY CERTIFY** unto all whom it shall or may concern that the signatures set at foot of a Power of Attorney hereunto annexed are the genuine signatures and of the proper respective handwritings of **DAVID LAWLEY** and **MARY ANN NOLAN (née FERMOY)** as one of the Directors of **INHOCO FORMATIONS LIMITED** the corporate Director of **INHOCO 4077 LIMITED** both parties acting as two of the Directors of the of the English Company styled **THINK ENTERTAINMENT PLC** (registered with Companies House, Cardiff under No.: **05121390** and hereinafter called the "Company") with registered **112-114 GREAT PORTLAND STREET, LONDON, W1W 6PH, ENGLAND**, who being duly authorised, signed the said annexed Power of Attorney for and on behalf of the said company in my presence.

WHEREOF AN ACT being required, I the said Notary have granted these Presents under my Notarial Firm and Seal of Office, to serve and avail as occasion shall or may require.-

DONE AND PASSED in LONDON this 25th day of January Two thousand and five.


NOTARY PUBLIC, LONDON



Dated 25 January 2005

POWER OF ATTORNEY
of Think Entertainment plc

ADDLESHAW GODDARD

This **Power of Attorney** is made on 25 January 2005 by Think Entertainment plc, a company registered in England & Wales number 05121390, pursuant to a meeting of the Board of Directors of Think Entertainment plc held at 116 Great Portland Street, London on 25 January 2005.

1 **Appointment of attorney and general authority**

Think Entertainment plc (the **Company**), appoints Mark Gregory Hardy, born in Glasgow on March 28th 1951, of Beechbrook House, Lidgate Road, Dalham, Newmarket CB8 8TH (the **Attorney**) to be the true and lawful agent and attorney of the Company and on behalf of, and in the name of, the Company to agree the form and content of, approve, sign or execute and deliver, any deed, agreement, instrument or other document (including, without limitation, any containing any power of attorney) and to do or perform any other action of any kind which in any such case the Attorney may in his absolute discretion consider necessary or desirable to be agreed, approved, signed or executed and delivered or done or performed by the Company or otherwise in connection with or related to running the affairs of Think Entertainment plc (**Transaction**) or to any matter which is related or consequential or ancillary to the Transaction or to any matter which is related, consequential or ancillary to any such matter.

2 **Specific powers and authorities**

2.1 In addition and without prejudice to the authorities and appointments granted by paragraph 1, the Attorney shall have full power and authority on behalf of, and in the name of, the Company to:

- (a) agree the form and content of, approve, sign or execute and deliver any of the deeds, agreements, instruments or other documents and do or perform any of the actions described in the schedule to this Power of Attorney; and
- (b) perform all such further acts and to execute all such further deeds, consents and documents as may be necessary to give effect to any instructions (whether or not connected with the above matters) received by the Attorney in writing signed by the Company, such written instructions to be attached to this Power of Attorney when received and be deemed to be incorporated and form part of this Power of Attorney.
- (c) To do all such things as may be necessary to convene the First Annual Meeting of the Company at the earliest date upon which the Attorney deems appropriate for the members of the Company to have adequate information presented to them to enable them to elect new directors and adopt accounts for the Company and its subsidiaries.

3 **Continuance and no revocation**

The authorities and appointments granted by paragraphs 1 and 2 shall be irrevocable until the conclusion of the First Annual General Meeting of the Company which the Companies Acts require to be held on or before November 5th 2005 at which meeting the Attorney will ask the members to revoke this Power of Attorney.

4 **Ratification, indemnity and successors in title**

- 4.1 The Company undertakes to ratify and confirm whatever the Attorney lawfully does or causes to be done pursuant to this Power of Attorney
- 4.2 The Company shall indemnify and keep indemnified the Attorney and each of his agents and their respective estates against all losses, liabilities and costs which the Attorney or his

agents or their respective estates may properly incur as a result of, or in connection with, his appointment under this Power of Attorney.

4.3 In favour of the Attorney or his agent and their respective successors in title, all acts done and documents executed or signed by the Attorney or his agent on or before the date specified in paragraph 3 in good faith in the purported exercise of any power conferred by this Power of Attorney shall for all purposes be valid and binding on the Company and any successors in title.

4.4 The provisions of this paragraph 4 shall continue in force after the date specified in paragraph 3.

5 Definitions and interpretation

In this Power of Attorney:

- (a) references to this Power of Attorney include its schedule (which shall be deemed to be as fully a part of this Power of Attorney as if it were set out in the body of this Power of Attorney);
- (b) references to the singular include the plural and vice versa and words denoting persons include individuals, bodies corporate and unincorporated associations; and
- (c) the headings to paragraphs have no legal effect.

6 Costs

The Company agrees to pay to the Attorney an initial payment of £10,000 on the granting of the power of attorney, with further payments of £5,000 payable on the first day of each calendar month thereafter until the earlier of the conclusion of the First Annual General Meeting or the 31st day of May 2005 together with the reimbursement of any out of pocket expenses properly and necessarily incurred by the Attorney. Should the Annual General Meeting not have been held by the 31st day of May 2005, the Company agrees to pay to the Attorney, monthly in arrears, a pro rata per diem rate and reimbursement of properly and necessarily incurred expenses, for work necessarily carried out from the 1st day of June 2005 to the conclusion of the Annual General Meeting or 31 July 2005, whichever is the earlier.

7 Governing Law

This Power of Attorney is governed by, and shall be interpreted in accordance with, English law.



Executed and delivered as a deed on the date which first appears in this Power of Attorney.

The Schedule

Specific powers and authorities

- 1 To execute all agreements, deeds, consents and other instruments or documents and do all acts and things of any kind necessary or proper for effecting the business of the Company.
- 2 To give good receipts and discharges for all monies received in respect of the business of the Company.
- 3 To instruct to act on behalf of the Company in relation to any of the matters mentioned in this deed such solicitors, accountants, financial advisers and other advisers and on such terms as the Attorney shall think fit and to arrange for the fees of such persons and the other expenses of sale to be discharged.
- 4 To execute all agreements, deeds, consents and other instruments or documents and do all acts and things of any kind which are incidental to or which the Attorney considers to be necessary or desirable to be implemented in connection with or in pursuance of any of the arrangements or matters mentioned in this deed.
- 5 To appoint any person (including, without limitation, the Attorney) to act as the Company's proxy to attend in the place of the Company at any meeting of the members of the Company or any of its subsidiaries (whether generally or of a class) convened in connection with any of the arrangements mentioned in this deed (and at any adjournment of any such meeting) and to exercise as he may think fit all voting rights attaching to the shares in such company at such meeting with full authority to consent to short notice of any such meeting and to sign on behalf of the Company any written resolution of such members which he may in his discretion approve which has been or is to be signed by or on behalf of all other such members or class of shareholders of the Company or any of its subsidiaries.
- 6 To borrow money and grant credit in connection with the Transaction, as the Attorney sees fit.

Executed as a deed by
Think Entertainment plc
 acting by two directors or by a director and its
 secretary

) 
) Director
) For and on behalf of Iuhoco Formations Limited
) 
) Director/Secretary of Iuhoco Formations Limited