D & SONS,
SOLICITORS.

Telegraphic address,
"PRITSON, LONDON."
Telephone.
AVENUE Nº 1126.

9, Gracechurch St.,
London, E.C.

9 July 1904

Dominion

British Marine Insurance Company Limited.

We should be obliged if you would inform us whether we register a Company under this name. We are of the British Dominions Insurance Company Limited Company will consent to the registration of the proposed Company.

We remain Sirs,
Your Obedient Servants,
Pritchard Sons

11 JUL. 1904

Joint Stock Companies
Somerset House W.C

R E S O L U T I O N passed 14th July 1904.

It having been reported to the Directors of the Company that there may be some difficulty in securing the name "The British Dominions Marine Insurance Company, Limited" as a Registered Company, It is hereby

R E S O L V E D

that the consent of this Company be and it is hereby given to the registration of "The British Dominions Marine Insurance Company, Limited", and that the General Manager be authorised to produce this Resolution either to the Board of Trade or Registrar of Joint Stock Companies, as may be necessary.

"BRITISH DOMINIONS INSURANCE COMPANY, LIMITED.

.....

.....
Directors.

.....
Secretary.

(1)

Certificate No. 66318

COMPANIES ACTS, 1862 TO 1900.

REGISTERED 66318 15 SEP. 1904

A Company's Stamp of 5/- should be impressed here.

COMPANY LIMITED BY SHARES.

APPLICATION for a Certificate of Incorporation to be filed by a Company which does not issue any invitation to the public to subscribe for its Shares. (Section 2 (3) of the Companies Act, 1900.)

NAME OF PROPOSED COMPANY—

The British Dominions Marine Insurance Company Limited.

Presented for filing by—

Pritchard & Sons

9 Gracechurch Street E.C.

PRINTED AND PUBLISHED BY
WATERLOW BROS. & LAYTON, LIMITED,
Law and General Stationers, Printers and Registration Agents,
24 AND 25, BIRCHIN LANE, LONDON, E.C.

1545 500—18/11/03—(174a)

REGISTRATION OFFICE 15 SEP 1904

APPLICATION by the Subscribers to the MEMORANDUM OF ASSOCIATION of *The British Dominions Marine Insurance* COMPANY, LIMITED, being a Company such as is specified in Section 2 (3) of the Companies Act, 1900, and which does not issue any invitation to the public to subscribe for its Shares, for a Certificate of Incorporation as a Limited Company under the Companies Acts, 1862 to 1900.

WE, the several persons whose names are subscribed, hereby declare that the *British Dominions Marine Insuran*

_____ COMPANY, LIMITED, whose Memorandum of Association is delivered herewith, does not issue any invitation to the public to subscribe for its Shares.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.

Robert Montagu Clarke
48 Evelyn Gardens, S.W.
Insurance Clerk

Augustus Leonard Nolf
1 Heyford Terrace South Lambeth Rd. S.E. Insurance Clerk

Henry Joseph Conigas 9 Gracechurch Street (E.C.) Solr

Allan Muir Hutchison, 9 Gracechurch Street, London. Solicitor's Clerk

Frank Charles Lockhard 9 Gracechurch Street London Solicitor

William Hapley 139 Algernon Road Lewisham S.E. Accountant

Charles Edward Shirley Hardman, High Street Manor Witten, Solicitor.

Dated this *14th* day of *September*, 190*4*

Witness to the above Signatures—except that of Charles Edward Shirley Hardman C.E.S. Hardman High Street, Manor Witten, Solicitor

Witness to the Signature of the above named Charles Edward Shirley Hardman

James C. Bramley
33 Malvern Road, Kingsland, Lond

"COMPANIES ACTS, 1862 to 1900."

REGISTERED
66319
15 SEP 1904

A 5/- Companies Registration Fee Stamp to be *impressed* here.

DECLARATION of Compliance with the requisitions of the Companies Acts, made pursuant to s. 1 (2) of the Companies Act, 1900 (63 & 64 Vict. ch. 48), on behalf of a Company proposed to be registered as the

British Dominions Marine Insurance Company Limited

Presented for Filing

by Pritchard & Sons

9 Gracechurch Street E.C.

REGISTRATION OFFICE
16 SEP 1904
COMPANIES

Published and Sold by WATERLOW BROS. & LAYTON, LIMITED, Law and General Stationers, Printers and Registration Agents, 24 and 25, Birchin Lane, London, E.C.

12211 1000—12/5/03—(182a)

107

I, Charles Edward Shirley Hardiman

of 9 Gracechurch Street in the City of London

Do solemnly and sincerely declare that I am[a] a Solicitor of the High Court engaged in the formation

of the British Dominions Marine Insurance Company Limited

Limited, and that all the requisitions of the Companies Acts 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."

(a) Here insert: "A Solicitor of the High Court engaged in the formation." or "'A Director' or Secretary named in the Articles of Association."

Declared at 9 Gracechurch Street in the City of London

14 day of December

thousand nine hundred and four before

C. E. S. Hardiman

FORM No. 25.

No. of Certificate 12051 / 3

£1500

The British Dominions Marine Insurance

REGISTERED 66317 15 SEP. 1904

COMPANY, LIMITED.

STATEMENT of the Nominal Capital made pursuant to section 112, Stamp Act, 1891, as amended by section 7, Finance Act, 1899. (NOTE.—The Stamp Duty on the Nominal Capital is Five Shillings for every £100 or fraction of £100.)

This statement is to be filed with the Memorandum of Association, or other Document, when the Company is registered.

Presented for Registration by

Pritchard & Sons

9 Gracechurch Street E.C.

PRINTED AND PUBLISHED BY
WATERLOW BROS. & LAYTON, LIMITED,
LAW AND GENERAL STATIONERS, PRINTERS AND REGISTRATION AGENTS,
24 & 25, BIRCHIN LANE, LONDON, E.C.

14 SEP 1904

The NOMINAL CAPITAL of the British Dominions Marine

Insurance Company, Limited,

£ 600,000, divided into 200,000 Shares

£3 each.

Signature [signature]

Description Solicitors to the Company

Date 14 September 1907

This statement should be signed by an Officer of the Company.

THE COMPANIES ACTS, 1862 TO 1900.

COMPANY LIMITED BY SHARES.

$7051/4

Memorandum of Association

OF

THE BRITISH DOMINIONS MARINE INSURANCE CO., LIMITED.

REGISTERED
66320
15. SEP. '904

1. The name of the Company is "THE BRITISH DOMINIONS MARINE INSURANCE CO., LIMITED."

2. The Registered Office of the Company will be situate in England.

3. The objects for which the Company is established are:—

(A) To make or effect insurances on steamers, ships, vessels, boats and craft, whether afloat or under construction, or repair or otherwise, and engines, tackle, gear and equipment, goods, merchandise, specie, bullion and other property; freights or hire of ships or vessels, respondentia and bottomry interests, advances, commissions, profits, disbursements and other objects of insurance, whether belonging to Members of the Company or not, and to make all and every insurance appertaining to or connected with marine risks, including the guarantee for the due payment of the policies of marine insurance effected by any other company, and generally to carry on the business of marine underwriters and insurers, and of marine insurance brokers and insurance agents, and to purchase and take over such businesses from companies or private individuals.

(B) To make or effect such insurances on all objects of insurance against, appertaining to or connected with all risks of transit, whether partly by land and partly by water, or wholly by land or wholly by water, including inland rivers or waters, and including all risks of transit by post, whether alone or in connection with any other mode of transit, and also all risks incidental to goods or other property whilst stored or deposited on land or on water for the purpose of

REGISTRATION 14 SEP 1904
COMPANIES REGISTRATION 14 SEP. 1904

safe custody, exhibition, sale or any other purpose, whether in connection with any transit or voyage, or independently of any transit or voyage; to re-insure or in any way provide for the liability of the Company, wholly or partially, upon any insurance, guarantee or contract granted or entered into by the Company, and generally to carry on and transact every kind of transit insurance and indemnity business.

(c) To insure owners of vessels, cargoes, freights and other properties, interests and subject-matters of insurance of whatsoever nature and description, and all persons whatsoever interested therein, against all or any risks, contingencies and liabilities now or at any time hereafter commonly insured against or undertaken by marine insurers or underwriters, or by protection, indemnity, small damage or any other insurance, clubs or associations, and generally to carry on business of marine insurance in all its branches.

(d) To reinsure or counter-insure all or any of the risks undertaken by the Company, or all or any of the risks undertaken on its behalf or account, and to undertake any authorized risks, either direct or by way of reinsurance or counter-insurance.

(e) To be surety in and to execute any bail bond or guarantee in lieu of bail, or any other bond or guarantee required to be given or executed to obtain the release of any vessel's cargoes or freights or otherwise in connection with marine insurance business.

(f) To enter into and carry into effect, with such (if any) modifications or alterations as may be agreed upon, either before or after the execution thereof, the following agreements, in the terms of the drafts thereof, copies of which have for purposes of identification been initialled by C. A. Clulow, a solicitor of the Supreme Court:—

(1) An agreement marked C.A.C.[1] between the British Dominions Insurance Co., Limited, of the first part, this Company of the second part, William Henry Terry of the third part, and Robert Gardner Mountain & Co., Limited, of the fourth part.

(2) An agreement marked C.A.C.[2] between the British Dominions Insurance Co., Limited, of the one part, and this Co. of the other part.

(3) An agreement marked C.A.C.[3] between the British Dominions Insurance Co. of the first part, this Co. of the second part, Robert Gardner Mountain & Co.,

Limited, of the third part, and Frederick Handel Booth, Sir William Edward Murray Tomlinson, and Edward Mortimer Mountain of the fourth part.

(4) An agreement marked C.A.C.[4] between this Co. of the one part, and Robert Gardner Mountain & Co., Limited, of the other part.

(5) An agreement marked C.A.C.[5] between the British Dominions Insurance Co., Limited, of the first part, Edward Mortimer Mountain and Henry Stanford Mountain of the second part, this Co. of the third part, Robert Gardner Mountain & Co., Limited, of the fourth part, and Frederick Handel Booth, Sir William Edward Murray Tomlinson and Edward Mortimer Mountain of the fifth part.

(G) With the consent in writing of the holders of not less than three-fourths of the shares of the Company for the time being issued, but not otherwise, to assure or guarantee commercial and general credits, including the guarantee of the due payment of the loans of bankers and others, trade debts, overdrafts, acceptances, promissory notes, and all other debts and liabilities, whether present or contingent, and the indemnification of sureties, guarantors and others against loss of every description.

(H) With the like consent to guarantee money secured by or payable under or in respect of debentures, bonds, debenture stock, contracts, mortgages, charges, obligations and securities of any company, or any authority, supreme, municipal, parochial, local or otherwise, or of any person or persons whomsoever, whether corporate or unincorporate.

(I) With the like consent to guarantee the fidelity of persons filling, or about to fill, offices, posts, positions or situations, official or otherwise, including persons holding or about to hold the position of receiver, liquidator, guardian, trustee, executor, administrator, committee, attorney, broker, delegate or agent, and the guarantee of the due performance and discharge by such persons, or by any other persons, of all or any of their own, or of such other persons, duties and obligations, and the indemnification of any such person or persons from loss or liability of any kind occasioned, or to be or capable of being occasioned by the bankruptcy, insolvency, negligence, fraud, misconduct, error of judgment, or misfortune of any other person or persons, corporate or unincorporate.

(J) With the like consent to assure or guarantee the title to, or quiet enjoyment of, property, either real or personal, in any way whatever, including the indemnification of any person or persons against any loss whatever, either present or contingent, in respect of any insufficiency, imperfection or deficiency of title, or in respect of any incumbrances, burdens, outstanding rights, actions, claims or demands.

(K) With the like consent to assure, guarantee or indemnify against loss, injury or damage of any description to human beings, or of or to animals or real or personal property, arising from or in connection with accidents, ~~whether terminating fatally or otherwise~~, contingencies, risks and events of any and every kind, provided that such assurance shall not be ordinary human life-assurance.

(L) With the like consent to undertake and execute the office of trustee, receiver and liquidator (whether official or otherwise), executor, administrator, committee, manager, attorney, delegate, substitute, treasurer and any other offices or situations of trust or confidence, both public and private, and to perform and carry out the duties, functions and business incident thereto and connected therewith, either gratuitously or otherwise, and generally to transact all kinds of trust and agency business, either gratuitously or otherwise.

(M) With the like consent to guarantee the deposits and guarantee funds required in relation to any tender or application for any contract, concession, decree, Bill in Parliament, enactment, property or privilege, or in relation to the carrying out of any contract, concession, decree or enactment.

(N) With the like consent to receive, hold and take charge of, gratuitously or otherwise, money, securities, documents of or relating to title to property of all kinds, bullion, jewellery, pictures, plate, valuables and moveable effects of all kinds on deposit at interest or for custody, to wholly or partially insure or guarantee all such articles and things against loss or injury from any cause whatever—to issue warrants and documents of title against deposits of all kinds made with the Company, and generally to carry on the business of a Safe Deposit Company, to use for the purposes of storage, gratuitously or otherwise, let on hire, and otherwise dispose of safes, strong rooms and other receptacles for the storage and safe keeping of moveable property of all kinds.

(o) With the like consent to act as agents to and for depositors and others in and about effecting sales, purchases, and exchanges, of any property deposited with the Company for safe custody or by way of security, and in collecting, paying, and remitting interest, dividends, and other moneys.

(p) With the like consent to contract with leaseholders, borrowers, lenders, or annuitants, and others, for the establishment, accumulation, provision, and payment of sinking funds, redemption funds, depreciation funds, renewal funds, endowment funds and any other special funds, and that either in consideration of a lump sum or of an annual premium or otherwise, and generally on such terms and conditions as may be arranged.

(q) With the like consent to act as agents for holders of Colonial, American and foreign shares, bonds and other securities, in the purchase, sale, registration and transfer of such securities, and in collecting and paying over dividends thereon, and generally in protecting and representing their interests in regard to such securities.

(r) With the like consent to act as agents for joint stock and other companies, whether domiciled in the United Kingdom or elsewhere, in the issue of their shares, stock, bonds, debentures and debenture stock, and the undertaking and guaranteeing of such issues, and the guaranteeing to the holders the due payment of principal and interest of debentures and debenture stock.

(s) With the like consent to generally carry on in all its branches, every kind of credit assurance, insurance against trade and other losses, guarantee and indemnity business, counter guarantee and counter indemnity business, fidelity guarantee business, insurance against theft, insurance against loss of health, insurance against loss of goods, insurance against calls, insurance against diminution of dividends or income, insurance against loss of profits, insurance against loss or forfeiture of licenses, leases, or other property or rights, or loss or diminution of property in possession, reversion, remainder, expectancy, possibility, or otherwise, insurance against loss through birth, or failure of issue, or marriage, or by loss or recovery of contractual or testamentary capacity, accident insurance, ~~including assurance against accidents terminating fatally,~~ boiler insurance, live stock insurance, hailstorm insurance, transit insurance, plate glass insurance, burglary insurance, employers' liability insurance, mortgage insurance, securities insur-

ance, share liability insurance, trustees', executors', and receivers' liability insurance, deposits in banks insurance, fire insurance, and also every other kind of insurance, and of every kind of re-insurance and counter-insurance business, whether of the like or of a different kind, and whether now known or hereafter to be invented or devised, except the insurance, re-insurance or counter-insurance of ordinary human life; but nothing in this clause is to require the said consent in case of marine insurance.

(T) With the like consent, to carry on any other business or businesses, other than life assurance, which may seem to the Directors capable of being conveniently carried on in connection with the objects defined in this Memorandum or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights, or to facilitate the disposition thereof

(U) To grant policies and enter into contracts for or in respect of any of the objects mentioned or referred to in this Memorandum which the Company is for the time being authorised to carry out on such terms and conditions as may be arranged, and if deemed expedient the contracting by such policies or contracts for the payment or provision of money or money's worth, either by way of liquidated damages or agreed compensation.

(V) The accumulation of capital for any of the purposes of the Company, and the appropriation of any of the Company's assets to specific purposes, either conditionally or unconditionally.

(W) The entering into any arrangements with any government or authority, supreme, municipal, local or otherwise, and the negotiating with, and the obtaining from, any such government or authority all rights, concessions and privileges that may seem conducive to any of the objects which the Company is for the time being authorised to carry out, or any of them, and the carrying out, working, exercising and complying with any such arrangements, rights, concessions or privileges.

(X) Generally to purchase, take on lease or in exchange, hire or otherwise acquire, improve, develop and work all kinds of real or personal property, and any rights or privileges, which the Company may think necessary or convenient with reference to any of the objects which the Company is for the time being authorised to carry out, or the acquisition of which may seem calculated to facilitate the realisation of any

securities held by the Company, or to prevent or diminish any apprehended loss or liability which may seem capable of being profitably dealt with by way of re-sale or otherwise, and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being.

(Y) To deposit securities and property with such parties, and on such terms as may seem expedient, and to negotiate or act as agents for any loan, deposit, or advance which it may be deemed expedient that the Company should negotiate or act as agents for with a view to the furtherance of any of the objects which the Company is for the time being authorised to carry out.

(Z) To sell, exchange, improve, manage, develop, lease, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company.

(AA) To distribute any of the property of the Company among the Members in specie.

(BB) To establish or promote any insurance company, club or association whatsoever, whether on the mutual principle or otherwise in any part of the world.

(CC) To purchase, acquire, carry on and develop, and to promote and subscribe to, or if deemed desirable to undertake and take over all or any part of the business, property, undertakings and liabilities of any person or company carrying on any business or businesses which this Company is for the time being authorized to carry on, or offering facilities in connection therewith, or any shares or interests therein.

(DD) To enter into any joint purse arrangement or any arrangement for sharing profits, union of interests, or co-operation with any company, firm or person carrying on or proposing to carry on, any business or transaction which the Company is for the time being authorized to carry on, and to acquire and hold shares, stock or securities of any such company, and to sell, hold, re-issue or otherwise deal with the same.

(EE) To sell or in any way dispose of the undertaking of the Company, or any part thereof, for such consideration as the Company may think fit, and in particular for shares, debentures or securities of any other company, subject or not to any liability, restriction or condition as to transfer or otherwise.

(FF) To promote any other company or companies for the purpose of acquiring all or any of the property, rights and liabilities of this Company, or for any other purpose which may or may not seem directly or indirectly calculated to benefit this Company, and to underwrite any issue of shares or securities or any part thereof.

(GG) To invest and deal with the moneys of the Company not immediately required upon such securities and investments and in such manner as may from time to time be determined.

(HH) To pay either in cash, shares or otherwise as may be deemed expedient for any business or property acquired by the Company.

(II) To raise or borrow or secure the repayment of money in such manner and on such terms as may seem expedient, and in particular to create and issue at par or at a premium or discount, mortgages, debentures and debenture stock charged or not charged upon all or any part of the undertaking and all or any of the real and personal property, estate assets, and effects of the Company, present and future (including uncalled capital), and payable either to bearer or Registered Holder, and either permanent, or redeemable with or without a bonus or premium and at such rate of interest and generally upon such terms and conditions as the Company may determine, and to further secure any securities issued by the Company by a trust deed or otherwise as the Company may think fit, and generally to borrow money as the Company may think fit with or without security or pledge of any property of the Company.

(JJ) To draw, make, accept, indorse, discount, execute and issue promissory notes, bills of exchange, warrants, debentures and other negotiable or transferable instruments.

(KK) To remunerate any parties for services rendered or to be rendered in issuing or underwriting, placing or assisting to place, any shares in the Company's capital, or any debentures, debenture stock or other securities of the Company, or in or about the formation of the Company or any extension thereof, or the conduct of its business, and to pay all or any of the expenses incurred in connection with the formation, promotion and incorporation of the Company or any extension thereof, or for introducing business into the Company, or for otherwise assisting or rendering service to the Company.

(LL) To establish, regulate, and discontinue agencies for the purposes of the Company, and to act as agents for others,

and to undertake and execute any trusts and all kinds of agency business the undertaking whereof may seem to the Company convenient.

(MM) To register the Company or constitute or incorporate it as a Société Anonyme or other Society in any country.

(NN) To do all or any of the above things in any part of the world, and either as principals, agents, contractors, or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees, or otherwise.

(OO) To change the name of the Company from time to time on complying with the formalities required by law.

(PP) To do all such other things as are incidental or conducive to the attainment of the above objects and so that the word "Company" in this clause shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in the United Kingdom or elsewhere.

4. The liability of the Members is limited.

5. The capital of the Company is £600,000, divided into 200,000 shares of £3 each.

6. Any shares of which the original or increased capital of the Company may from time to time consist, may be guaranteed or have any special privilege or advantage or may be deferred, and may be issued on such special conditions as to priority or postponement either for dividends or for repayment of principal, or as to voting power and otherwise as the Company may from time to time determine, but so that the rights for the time being attached to the Preference shares for the time being in the Company's capital shall not be altered otherwise than as provided by clause 52 of the Company's Articles of Association.

We, the several persons whose names and addresses are hereunto 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.
Robert Montagu Clarke 48 Evelyn Gardens Ins. Clerk	One
Augustus Leonard Nolf 1 Heyford Terrace South Lambeth Rd S.E. Insurance Clerk	One.
Henry Joseph Comyns. 9 Gracechurch Street. London. Solr.	One.
Allan Muir Hutchison 9 Gracechurch Street, London Solicitor's Clerk	One
Frank Marie Pickard 9 Gracechurch Street London Solicitor	ONE
William Stapley 139 Algernon Road Lewisham S.E.	One
Charles Edward Shirley Hardman High Street, Thames Ditton. Solicitor	One

Dated the 14th day of September, 1904.

Witness to the above Signatures, except that of Charles Edward Shirley Hardman

C. E. S. Hardman
High Street, Thames Ditton
Solicitor

Witness to the Signature of the above named
Charles Edward Shirley Hardman
James Brambell
33 Malvern Road, Hornsey London
Solicitors Clerk

THE COMPANIES ACTS, 1862 TO 1900.

COMPANY LIMITED BY SHARES.

REGISTERED
66321
15 SEP. 1904

Articles of Association

OF

THE BRITISH DOMINIONS MARINE INSURANCE CO., LIMITED.

TABLE "A."

1. The Regulations in Table "A" in the First Schedule to the Companies Act, 1862, shall not apply to the Company.

INTERPRETATION.

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

Words.	Meanings.
The Company	The British Dominions Marine Insurance Co., Limited.
The Statutes	The Companies Acts, 1862 to 1900, and every other Act for the time being in force concerning Joint Stock Companies and affecting the Company.
These presents	These Articles of Association or other the regulations of the Company from time to time in force.
The Office	The Registered Office of the Company.
Special Resolution	The meaning assigned by section 51 of the Companies Act, 1862.
Extraordinary Resolution	The meaning assigned by section 129 of the Companies Act, 1862.
The Directors	The Directors for the time being of the Company.

15 SEP 1904
COMPANIES REGISTRATION OFFICE
14 SEP 1904

WORDS.	MEANINGS.
Seal	The Common Seal of the Company.
Month	Calendar month.
Year	Year from the 1st January to the 31st December, both inclusive.
In writing	Written, printed, typewritten or lithographed, or partly one and partly another.
Register	The Register of Members of the Company.

And words importing the singular number only shall include the plural number, and *vice versâ*.

And words importing the masculine gender only shall include the feminine gender and words importing persons shall include corporations.

3. Subject as aforesaid any words defined in the Statutes shall, if not inconsistent with the subject or context, bear the same meaning in these presents.

BUSINESS.

4. The Company shall enter into and carry into effect, with or without modification, the agreements referred to in the Memorandum of Association, with full power from time to time or at any time to agree to any modification thereof whether before or after execution thereof. It shall be no objection to the said agreements or any of them that the parties thereto or some of them, are promoters and/or Directors, and/or stand in a fiduciary position to the Company, or that there is no independent Directorate, and every Member of the Company, present and future, is to become a Member of the Company on these express terms.

5. Any branch or kind of business which by the Memorandum of Association of the Company or these presents is either expressly or by implication authorized to be undertaken by the Company, may be undertaken by the Directors at such time or times as they shall think fit, and further may be suffered by them to be in abeyance whether such branch or kind of business may have been actually commenced or not, so long as the Directors may deem it expedient not to commence or proceed with such branch or kind of business, but the Company will not without the consent of the holders of not less than three-fourths of the shares for the time being issued engage in any business other than that of marine insurance and cognate risks.

6. No part of the funds of the Company shall be employed by the Directors of the Company in the purchase or lent upon the security of the Company's shares.

SHARES.

7. Save as provided by these presents or by contract to the contrary, the shares shall be at the disposal of the Directors and they may allot or otherwise dispose of them to such persons at such times and on such terms as they think proper.

8. As regards all allotments, the Directors shall comply with section 7 of "The Companies Act, 1900."

9. If the Company shall at any time offer any of its shares to the public for subscription, the Directors shall not make any allotment thereof unless and until 10 per cent. of the shares so offered shall have been subscribed, and the sums payable on application shall have been paid to and received by the Company.

10. The amount payable on application on each share offered at any time whatever to the public for subscription shall not be less than five per cent. of the nominal amount of the share.

11. Upon any offer of shares to the public for subscription, the Company may pay a commission to any person or persons or company in consideration of his or their subscribing or agreeing to subscribe whether absolutely or conditionally for any shares in the Company or procuring or agreeing to procure subscriptions whether absolute or conditional for any shares in the Company, but such commission if paid in cash shall not exceed 25 per cent. on the nominal amount of the shares so offered. The power by this Article conferred on the Company may be exercised by the Directors.

12. If two or more persons are registered as joint-holders of any share, any one of such persons may give effectual receipts for any dividends, bonuses or other moneys payable in respect of such share.

13. No person shall be recognized by the Company as holding any share upon any trust and the Company shall not save as ordered by a Court of competent jurisdiction or as by Statute required be bound by or recognize any equitable contingent future or partial interest in any share or any interest in any fractional part of a share, or (except only as by these presents or otherwise expressly provided) any other right in respect of any share except an absolute right to the entirety thereof in the registered holder.

14. Every registered Member shall without payment be entitled to one certificate under the seal for all his registered shares, or on payment of such sum not exceeding two shillings and sixpence per certificate as the Directors may from time to time require to several certificates each for a part of such shares.

15. Every certificate of shares shall specify the number of the shares, in respect of which it is issued and the amount paid up thereon; provided that in the case of joint holders the Company shall not be bound to issue more than one certificate to all the joint holders of all their registered shares, or several certificates each for a part of such shares, and delivery of such certificate or certificates to any one of them shall be sufficient delivery to all.

16. If any such certificate be worn out or lost it may be renewed on such evidence being produced as the Directors shall require, and in case of wearing out on delivery up of the old certificate, and in case of loss on the execution of such indemnity (if any), and in either case on payment of such sum not exceeding one shilling as the Directors may from time to time require.

17. The Company shall have a first and paramount lien and charge on all the shares not fully paid up registered in the name of a Member (whether solely or jointly with others) for his debts, liabilities and engagements, either alone or jointly with any other person, whether a Member or not to or with the Company, whether the period for the payment, fulfilment or discharge thereof shall have actually arrived or not, and no equitable interest shall be created in any shares except upon the footing and condition that Article 14 hereof is to have full effect. Such lien shall extend to all dividends or bonuses from time to time declared in respect of such shares. Unless otherwise agreed the registration of a transfer of shares shall operate as a waiver of the Company's lien (if any) on such shares.

18. For the purpose of enforcing such lien, the Directors may sell the shares subject thereto in such a manner as they think fit, but no sale shall be made until such time as the moneys are presently payable, and until a demand and notice in writing, stating the amount due and demanding payment, and giving notice of intention to sell in default, shall have been served on such Member or the person (if any) entitled by transmission to the shares, and default in payment or the discharge of such liability and engagements shall have been made by him for seven days after such notice. The net proceeds of any such sale shall be applied first in or towards the satisfaction of any expenses incurred in connection with such debts, liabilities and engagements,

and secondly in or towards satisfaction of the amount due, and the residue (if any) shall be paid to the Member or the person (if any) entitled by transmission to the shares.

19. Upon any such sale as aforesaid the Directors may enter the purchaser's name in the register as holder of the shares, and the purchaser shall not be bound to see to the regularity or validity of or be affected by any irregularity or invalidity in the proceedings, nor be bound to see to the application of the purchase-money, and after his name has been entered in the register the validity of the sale shall not be impeached by any person, and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

20. No Member shall be entitled to receive any dividend or bonus or to be present or vote at any General Meeting either personally or by proxy, or as proxy for another Member, or upon any poll, or to exercise any privileges as a Member until he shall have paid all calls or other sums for the time being due and payable on every share held by him, whether alone or jointly with any other person, together with interest and expenses (if any).

CALLS ON SHARES.

21. The Directors may, subject to the regulations of these presents, from time to time make such calls upon the Members in respect of all moneys unpaid on their shares, and not by the conditions of allotment thereof made payable at fixed times as they think fit, provided that 14 days' notice at least is given of each call, and each Member shall be liable to pay the amount of every call so made upon him to the persons and at the times and places appointed by the Directors. Any call may be made payable in one sum or by instalments.

22. No call shall exceed 25 per cent. of the nominal amount of a share, and at least two months shall intervene between the time appointed for the payment of one call and that appointed for the payment of the next succeeding call (if any).

23. A call shall be deemed to have been made at the time when the resolution of the Directors authorizing such call was passed.

24. The joint holders of a share shall be jointly and severally liable for the payment of calls and instalments in respect thereof.

25. If before or on the day appointed for payment thereof a call or instalment payable in respect of a share be not paid, the holder for the time being of the share shall pay interest on the amount of the call or instalment at such rate not exceeding 10 per cent. per annum from the day appointed for payment thereof to the day of actual payment as the Directors shall from time to time determine.

26. Any sum which by the terms of allotment of a share is made payable on allotment or at any fixed date shall for all purposes of these presents be deemed to be a call duly made and payable on the date fixed for payment, and in case of non-payment the provisions of these presents as to payment of interest and expenses, forfeiture and the like and all other the relevant provisions of these presents shall apply as if such sums were a call duly made and notified as hereby provided.

27. The Company may from time to time make arrangements on the issue of any shares for a difference between the holders of such shares in the amount of calls to be paid and the times of payment of such calls, and if by the conditions of allotment of any share the whole or part of the amount thereof or issue price shall be payable by instalments, every such instalment shall when due be paid to the Company by the registered holder of the share or his legal personal representatives.

28. The Directors may, if they think fit, receive from any Member willing to advance the same all or any part of the moneys due upon his shares beyond the sum actually called up thereon, and upon the moneys so paid in advance, or so much thereof as exceeds the amount for the time being called up on the shares in respect of which such advance has been made, the Company may pay or allow interest at such rate as may be agreed upon between the Directors and the Members paying such sum in advance.

TRANSFER OF SHARES.

29. Subject to the restrictions of these presents any Member may transfer all or any of his shares, but every transfer must be in writing and in the usual common form, and must be left at the office for registration accompanied by the certificate of the shares to be transferred and such other evidence (if any) as the Directors may require to prove the title of the intending transferor or his right to transfer the shares.

30. The instrument of transfer of a share shall be signed both by the transferor and transferee, and the transferor shall be deemed

to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof.

31. All instruments of transfer which shall be registered shall be retained by the Company, but any instrument of transfer which the Directors may decline to register shall (except in any case of fraud) be returned to the party presenting the same.

32. The Directors may decline to register a transfer of shares on which the Company has a lien, and may in their discretion, and without assigning any reason therefor, refuse to register the transfer of any share not being a fully paid share.

33. Such fee, not exceeding 2s. 6d., for each transfer as the Directors may from time to time determine, may be charged for registration of a transfer.

34. The Transfer Books and Register may be closed during the 14 days immediately preceding every Ordinary General Meeting of the Company, and at such other times (if any) and for such period as the Directors may from time to time determine, provided always that they shall not be closed for more than 30 days in any year.

TRANSMISSION OF SHARES.

35. The executors or administrators of a deceased Member, not being one of several joint-holders, shall be the only persons recognised by the Company as having any title to the shares registered in the name of such Member, and in the case of the death of any one or more of the joint-holders of any registered shares, the survivors shall be the only persons recognised by the Company as having any title to or interest in such shares.

36. Any person becoming entitled to a share in consequence of the death or bankruptcy of any Member may, upon producing such evidence that he sustains the character in respect of which he proposes to act under this Article, or of his title as the Directors think sufficient, may, with the consent of the Directors (which they shall not be under any obligation to give), be registered a Member in respect of such shares, or may, subject to the regulations as to transfers hereinbefore contained, transfer such shares. This Article is hereinafter referred to as "the Transmission Article."

FORFEITURE OF SHARES.

37. If any Member fails to pay the whole or any part of any call or instalment on or before the day appointed for the payment thereof, the Directors may at any time thereafter, during such time as the call or instalment or any part thereof remains unpaid, serve a notice on him requiring him to pay such call or instalment, or such part thereof as remains unpaid, together with interest and any expenses that may have accrued by reason of such non-payment.

38. The notice shall name a further day, not being less than seven days from the date of the notice, on or before which such call or instalment, or such part as aforesaid, and all interest and expenses that have accrued by reason of such non-payment, are to be paid. It shall also name the place where payment is to be made, and shall state that in the event of non-payment at or before the time and at the place appointed, the shares in respect of which such call or instalment was made payable will be liable to be forfeited.

39. If the requisitions of any such notice as aforesaid be not complied with, any share in respect of which such notice has been given may at any time thereafter, before payment of all calls and instalments, interest and expenses due in respect thereof has been made, be forfeited by a Resolution of the Directors to that effect. Every forfeiture shall include all dividends declared in respect of the forfeited share and not actually paid before the forfeiture.

40. When any share has been forfeited in accordance with these presents, notice of the forfeiture shall forthwith be given to the holder of the share or the person entitled to the share, by transmission, as the case may be, and an entry of such notice having been given, and of the forfeiture with the date thereof, shall forthwith be made in the Register, opposite to the share; but the provisions of this Article are directory only, and no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make such entry as aforesaid.

41. Notwithstanding any such forfeiture as aforesaid, the Directors may, at any time before the forfeited share has been otherwise disposed of, permit the share so forfeited to be redeemed upon the terms of payment of all calls and interest due upon and expenses incurred in respect of the share, and upon such further terms (if any) as they shall think fit.

42. Every share which shall be forfeited shall thereupon become the property of the Company, and may be either sold or re-allotted

or otherwise disposed of either to the person who was before forfeiture the holder thereof or entitled thereto, or to any other person, upon such terms and in such manner as the Directors shall think fit.

43. A Member whose shares have been forfeited shall notwithstanding be liable to pay to the Company all calls made and not paid on such shares at the time of forfeiture, and interest thereon to the date of payment, in the same manner in all respects as if the shares had not been forfeited, and to satisfy all (if any) the claims and demands which the Company might have enforced in respect of the shares at the time of forfeiture, without any deduction or allowance for the value of the shares at the time of forfeiture.

44. The forfeiture of a share shall involve the extinction at the time of forfeiture of all interest in and all claims and demands against the Company in respect of the share and all other rights and liabilities incidental to the share as between the Member whose share is forfeited and the Company, except only such of those rights and liabilities as are by these presents expressly saved, or as are by the Statutes given or imposed in the case of past Members.

45. A statutory declaration in writing that the declarant is a Director of the Company, and that a share has been duly forfeited in pursuance of these presents, and stating the time when it was forfeited shall as against all persons claiming to be entitled to the share adversely to the forfeiture thereof, be conclusive evidence of the facts therein stated; and such declaration, together with a certificate of proprietorship of the share under the seal, delivered to a purchaser or allottee thereof, shall constitute a good title to the share, and the new holder thereof shall be discharged from all calls made prior to such purchase or allotment, and shall not be bound to see to the application of the purchase-money, nor shall his title to the share be affected by any past omission or irregularity relating to or connected with the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the share.

INCREASE OF CAPITAL.

46. The Company in General Meeting may by Extraordinary Resolution from time to time, whether all the shares for the time being created shall have been issued or not, or all the shares for the time being issued shall have been fully called up or not, increase its capital by the creation of new shares, such aggregate increase to be of such amount and to be divided into shares of such respective amounts as the Company by the Resolution creating such new shares directs.

47. Any capital raised by the creation of new shares shall be subject to the same provisions with reference to the payment of calls or instalments, commissions, transfer, transmission, forfeiture, lien and otherwise as if it had been part of the orginal capital.

ALTERATIONS OF CAPITAL.

48. The Company may by Special Resolution so far modify the conditions contained in its Memorandum of Association as to do the following things or any of them:—

(A) Consolidate and divide its capital into shares of a larger amount than its existing shares.

(B) By sub-division of its existing shares or any of them divide its capital or any part thereof into shares of smaller amount than is fixed by its Memorandum of Association, and if thought fit determine that as between the holders of the shares resulting from such sub-division one or more of such shares shall have some preference or special advantages as regards dividend, capital, voting, or otherwise over and as compared with the others or other.

(C) Reduce its capital in any manner authorized by the Statutes.

49. Anything done in pursuance of the last preceding Article shall be done in manner provided by the Statutes so far as they shall be applicable, and so far as they shall not be applicable in accordance with the terms of the Special Resolution authorizing the same, and so far as such Resolution shall not be applicable in such manner as the Directors deem most expedient.

50. With the sanction of the Court capital may be paid off upon the footing, and the result shall be, that the amount paid off may be called up again, in the same manner as if it had never been paid up.

PREFERENCE SHARES.

51. Save as provided by contract to the contrary, any shares forming part of the original capital of the Company or from time to time to be created may from time to time be issued with any such guarantee or any such right of preference, whether in respect of dividend or of repayment of capital or both, or any such other special privilege or advantage over any other shares previously issued or then about to be issued (other than shares issued with a preference),

or at such a premium or with such deferred rights as compared with any shares previously issued or then about to be issued, or subject to any such conditions or provisions, and with any such right or without any right of voting, and generally on such terms as the Company may from time to time by Special Resolution of a General Meeting declare.

ALTERATION OF RIGHTS.

52. All or any of the rights and privileges belonging to any preference or deferred shares or to any other special class of shares issued by the Company at any time may be affected, extinguished altered, modified or dealt with by agreement between the Company and any person purporting to contract on behalf of that class, provided such agreement is ratified in writing by the holders of at least three-fourths of the nominal amount of the issued shares of that class or is confirmed by an Extraordinary Resolution passed at a separate General Meeting of the holders of shares of that class, and all the provisions hereinafter contained as to General Meetings shall *mutatis mutandis* apply to every such Meeting, but so that the quorum thereof shall be Members holding or representing by proxy three-fourths of the nominal amount of the issued shares of that class.

GENERAL MEETINGS.

53. The Statutory Meeting of the Company shall as required by section 12 of the Companies Act, 1900, be held within a period of not less than one month nor more than three months from the date when the Company is entitled to commence business, at such place as the Directors may determine; subsequent General Meetings shall be held once in every year at such time and place as may be prescribed by the Directors.

54. The above-mentioned General Meetings shall be called Ordinary Meetings. All other General Meetings shall be called Extraordinary Meetings.

55. The Directors may call an Extraordinary Meeting whenever they think fit.

56. The Directors shall on the request of the holders of not less than one-tenth of the issued capital of the Company upon which all calls or other sums then due have been paid forthwith proceed to

convene an Extraordinary Meeting, and the following provisions shall have effect:

(1) The requisition must state the objects of the Meeting and must be signed by the requisitionists and deposited at the office, and may consist of several documents in like form each signed by one or more requisitionists.

(2) If the Directors do not proceed to cause a Meeting to be held within 21 days from the date of the requisition being so deposited, the requisitionists, or a majority of them in value, may themselves convene the Meeting, but any Meeting so convened shall not be held after three months from the date of such deposit.

(3) If at any such Meeting a Resolution requiring confirmation at another Meeting be passed, the Directors shall forthwith convene a further Extraordinory Meeting, for the purpose of considering the Resolution, and, if thought fit, of confirming it as a Special Resolution, and if the Directors do not convene the Meeting within seven days from the date of the passing of the first Resolution, the requisitionists, or a majority of them in value, may themselves convene the Meeting.

(4) Any Meeting convened under this Article by the requisitionists shall be convened in the same manner as nearly as possible as that in which Meetings are to be convened by Directors.

57. Seven days' notice at least (exclusive of the day on which the notice is served, or deemed to be served, but inclusive of the day for which the notice is given) specifying the place, the day and the hour of Meeting, and in the case of special business, the general nature of such business shall be given in manner hereinafter mentioned to the Members. But the accidental omission to give such notice to or the non-receipt of such notice by any Member shall not invalidate any Resolution passed or proceedings at any such Meeting.

PROCEEDINGS AT GENERAL MEETINGS.

58. All business shall be deemed special that is transacted at an Extraordinary Meeting, and all that is transacted at an Ordinary Meeting shall also be deemed special, with the exception of sanctioning a dividend, the consideration of the accounts and balance-sheets and the ordinary reports of the Directors and Auditors, and any

business which under these Articles ought to be transacted at an Ordinary Meeting.

59. No business shall be transacted at any General Meeting unless the requisite quorum is present when the Meeting proceeds to business. Three Members personally present shall be a quorum for all purposes.

60. The Chairman (if any) of the Board of Directors shall preside at every General Meeting, but if there be no such Chairman, or if at any Meeting he shall not be present within 15 minutes after the time appointed for holding the same, or shall he unwilling to act as Chairman, the Members present shall choose some Director, or if no Director be present, or if all the Directors present decline to take the Chair, they shall choose some Member present to be Chairman of the Meeting.

61. If within half an hour from the time appointed for the holding of a General Meeting a quorum be not present, the Meeting, if convened on the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, and at the same time and place; and if at such adjourned Meeting a quorum is not present within half an hour from the time appointed for holding the Meeting, any two Members personally present shall be a quorum, and may transact the business for which the Meeting was called.

62. The Chairman, with the consent of any Meeting at which a quorum is present, may adjourn the Meeting from time to time and from place to place, as the Meeting shall determine. Whenever a Meeting is adjourned for 10 days or more, notice of the adjourned Meeting shall be given in the same manner as of an original Meeting. Save as aforesaid the Members shall not be entitled to any notice of an adjournment or of the business to be transacted at an adjourned Meeting. No business shall be transacted at any adjourned Meeting other than the business which might have been transacted at the Meeting from which the adjournment took place.

63. At every General Meeting a Resolution put to the vote of the Meeting shall be decided on a show of hands by a majority of the Members present in person and entitled to vote, unless before or upon the declaration of the result of the show of hands a poll be demanded by the Chairman or in writing by one or more Members holding or representing by proxy or entitled to vote in respect of at least 5,000 shares. Unless a poll be so demanded a declaration by the Chairman of the Meeting that a Resolution has been carried or has been carried

by a particular majority, or lost or not carried by a particular majority shall be conclusive, and an entry to that effect in the books of proceedings of the Company shall be sufficient evidence thereof without proof of the number or proportion of the votes recorded in favour of or against such Resolution.

64. If a poll be demanded in manner aforesaid, it shall be taken at such time and place and in such manner as the Chairman shall direct, and the result of the poll shall be deemed to be the Resolution of the Meeting at which the poll was demanded.

65. Any poll duly demanded on the election of a Chairman of a Meeting or on any question of adjournment, shall be taken at the Meeting and without adjournment.

66. In case of an equality of votes, either on a show of hands or at the poll, the Chairman of the Meeting at which the show of hands takes place, or at which the poll is demanded, as the case may be, shall be entitled to a further or casting vote.

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

VOTES OF MEMBERS.

68. Votes may be given either personally or by proxy.

69. On a show of hands every Member personally present and not disentitled to vote shall have one vote only. In case of a poll every Member shall have one vote for every share held by him. No Member present only by proxy shall be entitled to vote on a show of hands, unless such Member is a corporation present by proxy who is not himself a Member of the Company, in which case such proxy may vote as a Member.

70. Any person entitled under the Transmission Article to transfer any shares may vote at any General Meeting in respect thereof in the same manner as if he were the registered holder of such shares, provided that 48 hours at least before the time of holding the Meeting at which he proposes to vote, he shall satisfy the Directors of his right, unless the Directors shall have previously admitted his right to vote at such Meeting in respect thereof.

71. If two or more persons be jointly entitled to a share any one of such persons may vote at any Meeting either personally or by

proxy in respect of such share as if he were solely entitled thereto; and if more than one of such joint-holders be present at any Meeting, personally or by proxy, that one of the said persons so present whose name stands first on the Register in respect of such share, shall alone be entitled to vote in respect thereof.

72. No Member shall be entitled to vote at any General Meeting held after the expiration of one month from the date at which the Company is entitled to commence business in respect of any share that he has acquired by instrument of transfer, unless the transfer of the share in respect of which he claims to vote shall have been left with the Company for registration at least one month previously to the time of holding the Meeting at which he proposes to vote and shall have been registered.

73. If any Member be a lunatic, idiot, or *non compos mentis*, he may vote by his Committee, *curator bonis*, or other legal curator, and such last-mentioned persons may give their votes personally or by proxy.

74. The instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney, or if such appointor be a corporation under its common seal (if any), and if none then under the hand of some officer duly authorized in that behalf. No person shall act as a proxy who is not a Member of the Company and qualified to vote, save that a corporation being a Member may appoint as its proxy one of its officers who may not happen to be a Member of the Company.

75. Any instrument appointing a proxy, whether for a special Meeting or otherwise, shall as nearly as circumstances will admit be in the following form, or to the effect following:—

"THE BRITISH DOMINIONS MARINE INSURANCE CO., LIMITED.

"I, , a Member of 'The British Dominions
"Marine Insurance Co., Limited,' and entitled to votes,
"hereby appoint , of ,
"another Member of the Company, to vote for me and on my
"behalf at the Ordinary (or Extraordinary as the case may be)
"General Meeting of the Company, to be holden on the
"day of , and at every adjournment thereof.

As witness my hand this day of 19 ."

Or in such other form as the Directors shall from time to time approve.

76. The instrument appointing a proxy, and the power of attorney (if any) under which it is signed, shall be deposited at the office at least 48 hours before the time appointed for holding the Meeting or adjourned Meeting (as the case may be) at which the person so named in such instrument proposes to vote, otherwise the person so named shall not be entitled to vote in respect thereof. No instrument appointing a proxy shall be valid after the expiration of 12 calendar months from the date of its execution.

77. Any Member residing out of the United Kingdom may by power of attorney appoint any person, a Member of the Company, to be his attorney for the purpose of voting or otherwise acting on behalf of the Member at any Meeting, and such power may be a special power limited to any particular Meeting or general power extending to all Meetings at which such Member is entitled to vote. Every such power shall be produced at the office and left there for at least 48 hours before being acted upon.

78. A vote given in accordance with the terms of an instrument of proxy or power of attorney shall be valid notwithstanding the previous death of the principal or the revocation of the proxy or power of attorney, or transfer of the share in respect of which the vote is given, provided no intimation in writing of the death, revocation or transfer shall have been received at the office before the Meeting.

DIRECTORS.

79. The Directors shall not be less than five nor more than eight in number, including the Directors appointed under Article 80.

80. The British Dominions Insurance Company, Limited, who will subscribe for 40,000 Ordinary shares of the first issue of capital, £1 paid, shall have the right to and shall nominate and appoint forthwith after the incorporation of the Company one first Director of the Company for every full 10,000 Ordinary shares so about to be subscribed by such Company, and the following provisions shall have effect:—

(A) Every nomination or appointment shall be in writing under the seal of the appointing Company, and shall be delivered at the Registered Office for the time being of the Company before the appointed Director shall be entitled to act.

(B) Every Director so appointed (hereinafter referred to as an "appointee") shall continue in office until the shares so to be subscribed for by the appointing Company have been issued to such Company or its nominee and such

Company or its nominee has been entered in the Register as holder of such shares, or until the appointing Company shall have failed to apply for such shares, and to tender to the Company the sum of £1 in respect of each such share in cash or securities of equivalent value within a reasonable time, and every such appointee shall continue in office after the appointing Company or its nominee shall have been entered on the Register as the holder of the shares so applied for by it so long as such Company or its nominee shall continue to be the registered holder of the qualifying number of shares. Provided always that any such appointee may at any time be removed by the appointing Company, or may resign his office.

(c) On any vacancy occurring in the office of an appointee, whether by death, removal or resignation, or for any other reason whatsoever, except through the appointing Company ceasing to hold the qualifying number of shares, the appointing Company shall be entitled at any time after the vacancy shall have occurred to nominate and appoint a Director to succeed him, and every Director so appointed shall be deemed to be an appointee for purposes of this Article.

(d) In the event of the appointing Company or its nominee ceasing at any time to be the holder of a sufficient number of shares to qualify the whole of its appointees for the time being for continuance in office, the appointing Company shall be entitled to select which of its appointees shall cease to hold office.

81. The provisions of the succeeding Articles under the heads of Directors, Disqualification of Directors, Rotation of Directors, Proceedings of Directors and Managing Directors shall be without prejudice and shall have effect subject to the provisions of the last preceding Article.

82. The first Directors of the Company, other than those appointed by the British Dominions Insurance Co., Limited, under the provisions of Article 80, shall be Alexander George Mackenzie, Patrick Hughes Marshall, Harry Timbs Gullick and John Williams Rogerson.

83. The qualification of a Director other than those appointed under Article 80 shall be the holding of shares of the Company of the nominal amount of £500.

84. The Directors shall be paid out of the funds of the Company by way of remuneration for their services the sum of £250 per annum each, and the Chairman of the Board such additional sum not exceeding £250 as may be fixed by the Directors. All remuneration under this Article shall be deemed to accrue *de die in diem*, and shall be paid by quarterly instalments.

85. The Directors shall be paid all their travelling and other expenses properly and necessarily expended by them in and about the business of the Company, including their travelling and other expenses incurred in attending the Board Meetings of the Company, and if any Director shall be required to perform extra services or go or reside abroad, or shall otherwise be specially occupied about the Company's business, he shall be entitled to receive a remuneration to be fixed by the Board or at the option of such Director by the Company in General Meeting, and such remuneration may be either in addition to or substitution for any remuneration provided in the last preceding Article.

86. The Directors shall keep at the Office a Register containing the names, addresses and occupations of its Directors or Managers, and send to the Registrar of Joint Stock Companies a copy of such Register, and shall from time to time notify to him any change that takes place in such Directors or Managers.

POWERS OF DIRECTORS.

87. The business of the Company shall, subject as herein provided, be managed by the Directors, who may exercise all such powers of the Company, and do on behalf of the Company all such acts as may be exercised and done by the Company, and as are not by the Statutes or by these presents required to be exercised or done by the Company in General Meeting, subject nevertheless to any regulations of these presents, to the provisions of the Statutes and to such regulations (being not inconsistent with the aforesaid regulations or provisions) as may be prescribed by the Company in General Meeting; but no regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.

88. In particular and without limiting the general powers conferred upon them, the Directors may dispose of any of the rights, privileges and properties belonging to the Company, and of any branches of any business carried on by the Company for cash, or shares or debentures, or securities of any company, or partly for

one and partly for the other or others, and generally on such terms as they think fit; and they may determine in what proportions the proceeds of sale and realization of such rights, privileges and properties respectively ought to be apportioned between revenue and capital. The Directors may also pay all costs, charges and expenses incurred by any person or corporation preliminary and incidental to the promotion, formation, establishment and registration of the Company.

89. Subject and without prejudice to Article 80, the Directors may at any time before the Ordinary Meeting in the year 1906 appoint any persons to be Directors, provided that the number of Directors shall not exceed eight in the whole.

90. The continuing Directors at any time may act notwithstanding any vacancy in their body, provided always that in case the Directors shall at any time be reduced in number to less than five, it shall be lawful for the remaining Directors to act as Directors for the purpose of filling up vacancies in their body, but not for any other purpose.

BORROWING POWERS.

91. The Directors may from time to time at their discretion raise or borrow or secure the payment of any sum or sums of money for the purposes of the Company, but so that the amount at any time owing in respect of moneys so raised, borrowed or secured shall not without the sanction of a General Meeting exceed the nominal amount of the capital; nevertheless no lender or other person dealing with the Company shall be concerned to see or enquire whether this limit is observed.

92. The Directors may raise or secure the repayment of such moneys in such manner and upon such terms and conditions as they may think fit, and in particular by the issue of debentures or debenture stock of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being.

93. Any debentures, debenture stock, bonds or other securities may be issued at a discount, premium or otherwise, and with any special privileges as to redemption, surrender drawings, allotment of shares, attending at General Meetings of the Company, appointment of Directors (subject and without prejudice to Article 80) and otherwise.

94. The Directors shall duly comply with the requirements of section 14 of the "Companies Act, 1900," in regard to the registration of mortgages and charges therein specified and otherwise. The fee of one shilling shall be payable for each inspection of a copy of any instrument registered under the provisions of the said section.

DISQUALIFICATION OF DIRECTORS.

95. The office of a Director, other than a Director appointed under Article 80, shall *ipso facto* be vacated—

(A) If he become bankrupt or compound with his creditors or take the benefit of any Act for the time being in force for the relief of insolvent debtors;

(B) If he cease to hold the qualifying number of shares;

(C) If he be found lunatic or become of unsound mind;

(D) If he absent himself from the Meetings of Directors continuously for the space of six months without the leave of the Board;

(E) If by notice in writing under Article 104 hereof he resign his office;

Provided that these disqualifying conditions or any of them may be dispensed with in any special case by a Resolution of a General Meeting.

96. No Director or Managing Director shall be disqualified by his office from holding any other office under the Company, or from contracting with the Company, either as vendor, purchaser or otherwise, nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Company, in which any Director shall be in any way interested, be avoided, nor shall any Director so contracting or being so interested, be liable to account to the Company for any profit realized by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relation thereby established, but it is declared that the nature of his interest must be disclosed by him at the Meeting of the Directors at which the contract or arrangement is determined on, if his interest then exists, or in any other case at the first Meeting of Directors after the acquisition of his interest, and that no Director shall, as a Director vote in respect of any contract or arrangement (other than the Agreements mentioned in the Memorandum of Association) in which he is so interested as aforesaid, and if he do so vote, his vote shall not be counted, but this prohibition as to voting shall not apply to any contract by or on behalf of the Company to give to the Directors, or any of them,

any security by way of indemnity, or to any contract between this Company and any other insurance company, and such prohibition may at any time or times be suspended or relaxed to any extent by a General Meeting. A general notice that a Director is a member of any specified firm or company, and is to be regarded as interested in all transactions with that firm or company, shall be a sufficient disclosure under this Article as regards such Director and the said transactions, and after such general notice it shall not be necessary for such Director to give a special notice of any particular transaction with that firm or company.

ROTATION OF DIRECTORS.

97. At the Ordinary Meeting in 1908, and at the Ordinary Meeting in every subsequent year, one of the Directors (other than those appointed under Article 80) for the time being respectively shall retire from office. A retiring Director shall retain office until the dissolution of the Meeting at which his successor is elected.

98. The Directors to retire in 1908 shall (unless the Directors agree amongst themselves) be determined by ballot, and those to retire in every year after 1908 shall be the Directors who have been longest in office since the last election. As between Directors of equal seniority the Directors to retire shall (unless such Directors of equal seniority shall agree among themselves) be selected from among them by ballot. A retiring Director shall be eligible for re-election.

99. The Company shall at the Meeting at which any Directors retire in manner aforesaid fill up the vacated office of each Director, including a Director appointed under Article 80, if the Company appointing him shall not have filled up or be desirous of filling up the vacancy, by electing a person thereto, and on giving notice in that behalf may fill up any other vacancies. Provided always that the British Dominions Insurance Company shall not be entitled so long as it has any nominees on the Board to vote on any appointment of Directors in respect of shares held by it.

100. No person not being a Director retiring at the Meeting shall, unless recommended by the Directors for election, be eligible for the office of a Director at any General Meeting, unless within the prescribed time before the day appointed for the Meeting there has been left at the Office a notice in writing by some Member duly qualified to be present and vote at the Meeting of his intention to propose such person for election, and also notice in writing signed by the person to be proposed of his willingness to be elected. The prescribed time above-mentioned shall be such that between the date

when each such notice is served or deemed to be served and the day appointed for the Meeting there shall not be less than three clear intervening days.

101. If at any Meeting at which an election of Directors ought to take place the places of the retiring Directors or some of them be not filled up, the retiring Directors or such of them as have not had their places filled up shall if duly qualified be deemed to have been re-elected.

102. The Company may from time to time by an Extraordinary Resolution increase or reduce the number of Directors, and may determine in what rotation such increased or reduced number shall go out of office.

103. Any casual vacancy occurring among the Directors may be filled up by the Directors, but any person so chosen may retain his office only until the next following Ordinary General Meeting of the Company, and shall then be eligible for re-election.

104. A Director may, save as provided by contract with him to the contrary, at any time give notice in writing of his wish to resign by delivering such notice to the Secretary or leaving it at the Office, and at the expiration of one month after the delivery of such notice, or at such earlier period as the Directors shall determine, he shall vacate his office.

105. The Company may by Extraordinary Resolution remove any Director before the expiration of his period of office, and may by an Ordinary Resolution appoint another Member in his stead, but any person so appointed shall retain his office so long only as the Director in whose place he is appointed would have held the same if he not been removed.

PROCEEDINGS OF DIRECTORS.

106. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their Meetings as they think fit, and determine the quorum necessary for the transaction of business. Until otherwise determined, three Directors shall be a quorum. Questions arising at any Meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote.

107. Any Director may, and on the request of a Director the Secretary shall, at any time summon a Meeting of the Board by notice served upon the several Members of the Board.

108. The Directors may, but only at a Meeting of the Board at which all the Directors for the time being are present in person or by proxy and vote upon the election, elect a Chairman of their Board, and determine the period for which he is to hold office. The Chairman so elected shall preside at all Meetings of the Board; and if no such Chairman be elected, or if at any Meeting the Chairman be not present within fifteen minutes after the time appointed for holding the same, the Directors present shall choose one of their number to act as Chairman of such Meeting, and the Director so chosen shall preside at such Meeting accordingly. A Meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions by or under the regulations of the Company for the time being vested in or exercisable by the Directors generally.

109. A Director may appoint a proxy under his hand (who must be a Director of the Company), but only for the purpose of voting on the election of a Chairman of the Directors.

110. No Director for the time being out of the United Kingdom shall be entitled to notices of the Meetings of the Directors.

111. The Directors may from time to time appoint Committees consisting of one or more Members of their body, and whether in England or abroad, as they think fit, and may delegate any of their powers to such Committees and from time to time revoke the same and discharge any such Committees, wholly or in part. Any Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed upon them by the Board. The Chairman of the Board shall be an ex-officio Member of all Committees.

112. A Committee may elect a Chairman of their Meetings. If no such Chairman be elected, or if at any Meeting he be not present within five minutes after the time appointed for holding the same, the Members present shall choose one of their number to be Chairman of such Meeting.

113. Committees may meet and adjourn as they think proper. Questions arising at any Meeting of a Committee shall be determined by a majority of votes of the Members present, and in case of an equality of votes the Chairman of the Meeting shall have a second or casting vote.

114. All acts *bonâ fide* done by any Meeting of Directors, or by a Committee of Directors, or by any person acting as a Director, shall,

notwithstanding it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

115. The Directors shall cause minutes to be made in books to be provided for the purpose—

(A) Of all appointments of officers made by the Directors;

(B) Of the names of all the Directors present at each Meeting of Directors and of Committees of Directors;

(C) Of all Resolutions passed and proceedings had by and at all Meetings of the Company, and of the Directors and Committees of Directors;

Any such minute as aforesaid, if purporting to be signed by the Chairman of the Meeting at which such appointments were made or such Directors were present, or such Resolutions were passed or proceedings had (as the case may be), or by the Chairman of the next succeeding Meeting of the Company or Directors or Committee (as the case may be), shall be sufficient evidence without any further proof of the facts therein stated.

MANAGING DIRECTORS.

116. The Directors may from time to time appoint one or more Members of their body, or any person or persons, whether Members of the Company or not, to be Managing Directors or Director of the Company, and by Resolution confer upon such Managing Director or Directors all or any of their powers and authorities, and in like manner revoke, withdraw, alter or vary all or any of such powers.

117. The salary or remuneration of any Managing Director of the Company shall be such as the Directors may from time to time determine, and may either be a fixed sum of money or may altogether or in part be governed by the business done or profits made, or may be upon such other terms as the Directors determine.

118. A Managing Director shall not by reason only of holding that office be a Director of the Company, and, if a Director, shall not while he continues to hold the office of Managing Director, be subject to

retirement by rotation, and he shall not be taken into account in determining the rotation of retirement of Directors; but every Managing Director, if a Director, shall subject to the provisions of any contract between him and the Company be subject to the same provisions as to resignation and removal as the other Directors of the Company; and if he shall be a Director, and shall cease to hold the office of Director from any cause, he shall *ipso facto* immediately cease to be a Managing Director.

LOCAL MANAGEMENT.

119. The Directors may from time to time provide for the management and transaction of the affairs of the Company in any specified locality, whether at home or abroad, in such manner as they think fit, and the provisions contained in the three next following Articles shall be without prejudice to the general powers conferred by this Article.

120. The Directors may from time to time and at any time establish any local board or agency for managing any of the affairs of the Company in any such specified locality, and may appoint any person or company to be members of such local board or managers or agents, and may fix their remuneration. And the Directors from time to time and at any time may delegate to any person or company so appointed any of the powers, authorities and discretions for the time being vested in the Directors, other than their power to make calls, and may authorize the members for the time being of any such local board, or any of them, to fill up any vacancies therein, and to act notwithstanding vacancies, and any such appointment or delegation may be made on such terms and subject to such conditions as the Directors think fit, and the Directors may at any time remove any person so appointed, and may annul or vary any such delegation.

121. The Directors may at any time and from time to time, by power of attorney under the seal, appoint any person or persons to be the attorney or attorneys of the Company, for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these presents), and for such period and subject to such conditions as the Directors may from time to time think fit, and any such appointment may (if the Directors think fit) be made in favour of the members or any of the members of any local board established as aforesaid, or in favour of any company, or of the members, directors, nominees or managers of any company or firm, or otherwise in favour of any fluctuating body of

persons, whether nominated directly or indirectly by the Directors, and any such power of attorney may contain such powers for the protection or convenience of persons dealing with such attorneys as the Directors may think fit.

122. Any such delegates or attorneys as aforesaid may be authorized by the Directors to sub-delegate all or any of the powers, authorities and discretions for the time being vested in them.

AUTHENTICATION OF DEEDS AND DOCUMENTS.

123. All deeds, other than policies, executed on behalf of the Company, may be in such form, and contain such powers, provisoes, conditions, covenants, clauses and agreements, as the Directors shall think fit, and, in addition to being sealed with the seal of the Company, shall be signed by two Directors and countersigned by the Secretary, or such other officer as the Directors from time to time appoint.

124. It shall not be necessary for policies to be sealed with the seal of the Company, but all policies shall be signed by the Secretary or such other officer of the Company as the Directors may from time to time appoint, or the Company's attorneys and marine underwriting agents for the time being, or by some person duly authorized by them.

125. The Company may exercise the powers conferred by the "Companies Seals Act, 1864," and such powers shall accordingly be vested in the Directors.

DIVIDENDS AND RESERVE FUND.

126. Subject as aforesaid, the Directors may, with the sanction of the Company in General Meeting, from time to time declare a dividend to be paid to the Members in proportion to the number of their shares and the amount paid up thereon otherwise than in advance of calls. Provided nevertheless that where capital is paid up in advance of calls upon the footing that the same shall carry interest, such capital shall not whilst carrying interest confer a right to participate in profits.

127. The Directors may, if they think fit, from time to time determine or declare that an instalment be paid to the Members on account and in anticipation of the dividend for the current year.

128. No dividend or bonus shall be payable except out of the profits of the Company. No larger dividend shall be declared than is recommended by the Directors, but the Company in General Meeting may declare a smaller dividend, and the declaration of the Directors as to the amount of profits of the Company shall be conclusive.

129. The Directors may before recommending any dividend write off such sum as they think proper for depreciation, and may set aside out of the profits of the Company such sum as they think proper as a reserve fund, which shall at the discretion of the Directors be applicable for meeting contingencies for the gradual liquidation of any debt or liability of the Company, or for repairing, maintaining or adding to the property of the Company or otherwise promoting the interests of the Company, or shall with the sanction of the Company in General Meeting, be as to the whole or in part applicable for equalising dividends or for distribution by way of bonus among the Members of the Company for the time being on such terms and in such manner as the Company in General Meeting may from time to time determine. The Directors may divide the reserve fund into such special funds as they think fit, with full power to employ the assets constituting the reserve fund in the business of the Company, and that without being bound to keep the same separate from the other assets.

130. The Directors may determine when any dividend or instalment shall be paid, and whether the same shall be wholly or in part a cash dividend or instalment, or wholly or in part a dividend of assets other than cash, and such dividend shall be paid or satisfied accordingly, and any of the assets for the time being of the Company representing profits shall be applicable for the purpose; and where any difficulty arises in regard to the distribution they may settle the same as they think expedient, and in particular may issue fractional certificates, and may fix the value for distribution of such assets or any part thereof, and may determine that cash payments shall be made to any Members upon the footing of the value so paid in order to adjust the rights of all parties, and may vest any specific assets in trustees upon such trusts for the persons entitled to the dividend as may seem expedient to the Directors.

131. The Directors may invest the sums from time to time set apart as a Reserve Fund upon such securities as they may select, subject to Article 7 hereof.

132. The Directors may deduct from any dividend payable to any Member all such sums of money (if any) as may be due and payable by him to the Company on any account.

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133. Notice of any dividend that may have been declared shall be given to the Members in manner hereinafter mentioned.

134. No unpaid dividend or bonus shall bear interest as against the Company.

135. Unless otherwise directed, any dividend may be paid by cheque or warrant sent through the post to the registered address of the Member entitled, or in the case of joint-holders to that one whose name stands first on the Register in respect of their joint holding, and every cheque or warrant so sent shall be made payable to the order of the person to whom it is sent.

136. A transfer of shares or stock shall not pass the right to any dividend or bonus declared thereon, before the registration of the transfer.

ACCOUNTS.

137. The Directors shall cause true accounts to be kept of the sums of money received and expended by the Company, and the matters in respect of which such receipt or expenditure takes place, and of the credits and liabilities of the Company.

138. The books of account shall be kept at the Office, or at such other place or places as the Directors shall think fit.

139. The Directors shall from time to time determine whether and to what extent in any particular case or class of cases, or generally and at what times and places and to what extent and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of Members, and no Member shall have any right of inspecting any account or book or document of the Company, except as conferred by statute, or authorised by the Directors or by Resolution of the Company in General Meeting.

140. At the Ordinary General Meeting in every year, except 1904, the Directors shall lay before the Company a profit and loss account and a balance-sheet containing a summary of the property and liabilities of the Company made up to a date not being more than six months before the Meeting.

141. A printed copy of such account and balance-sheet shall, seven days previously to such Meeting, be served on such of the Members as are entitled to receive notices from the Company in the manner in which notices are hereinafter directed to be served.

142. Every account and balance-sheet presented to an Ordinary General Meeting of the Company shall, when approved by such Meeting, be binding and conclusive upon every Member of the Company, and upon all persons having any interest in any shares or stock in the Company.

AUDIT.

143. At least once in every year, except 1904, the accounts of the Company shall be examined and the correctness of the account and balance-sheet ascertained by one or more Auditor or Auditors.

144. The Company at each Annual General Meeting shall appoint an Auditor or Auditors to hold office until the next Annual General Meeting, and the following provisions shall have effect, that is to say:—

(1) If an appointment of Auditors is not made at an Annual General Meeting the Board of Trade may, on the application of any Member of the Company, appoint an Auditor for the current year and fix the remuneration to be paid to him for his services.

(2) A Director or officer of the Company shall not be capable of being appointed Auditor.

(3) The first Auditors may be appointed by the Directors before the Statutory Meeting, and if so appointed shall hold office until the first Annual General Meeting, unless previously removed by a Resolution of the Shareholders in General Meeting, in which case the Shareholders at such Meeting may appoint Auditors.

(4) The Directors may fill any casual vacancy in the office of Auditor, but while any such vacancy continues the surviving or continuing Auditor or Auditors (if any) may act.

(5) The remuneration of the Auditors shall be fixed by the Company in General Meeting, except that the remu-

neration of any Auditors appointed before the Statutory Meeting or to fill any casual vacancy may be fixed by the Directors.

(6) Every Auditor shall have a right of access at all times to the books and accounts and vouchers of the Company, and shall be entitled to require from the Directors and officers of the Company such information and explanation as may be necessary for the performance of the duties of the Auditors, and the Auditors shall sign a certificate at the foot of the balance-sheet stating whether or not all their requirements as Auditors have been complied with, and shall make a report to the Shareholders on the accounts examined by them and on every balance-sheet laid before the Company in General Meeting during their tenure of office, and in every such report shall state whether in their opinion the balance-sheet referred to in the report is properly drawn up so as to exhibit a true and correct view of the state of the Company's affairs as shown by the books of the Company, and such report shall be read before the Company in General Meeting.

(7) Any Auditor shall be re-eligible on his quitting office.

145. Every account of the Directors when audited and approved by a General Meeting shall be conclusive, except as regards any error discovered therein within three months next after the approval thereof. Whenever any such error is discovered within that period, the account shall forthwith be corrected and thenceforth shall be conclusive.

NOTICES.

146. A notice may be served by the Company upon any Member either personally or by sending it through the post in a prepaid letter, envelope or wrapper addressed to such Member at his address as appearing in the Register.

147. Each holder of registered shares whose registered place of address is not in the United Kingdom may from time to time notify in writing to the Company an address in the United Kingdom which shall be deemed his registered place of address within the meaning of the last preceding Article, and as regards those Members who have no registered place of address in the United Kingdom, a notice posted up in the Office shall be deemed to be well served on them at the expiration of 24 hours after it is so posted up.

148. Any notice required to be given by the Company to the Members or any of them, and not provided for by these presents, shall be sufficiently given if given by advertisement, which shall be inserted once in two London daily newspapers.

149. All notices directed to be given to the Members shall, with respect to any share to which persons are jointly entitled, be given to whichever of such persons is named first in the Register in respect of such share, and notice so given shall be sufficient notice to all the holders of such share.

150. Any summons, notice, order or other document required to be sent to or served upon the Company, or upon any officer of the Company, may be sent or served by leaving the same or sending it through the post in a prepaid letter, envelope or wrapper addressed to the Company or to such officer at the Office.

151. Any notice by the Company if served by post shall be deemed to have been served at the time when the letter, envelope or wrapper containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter, envelope or wrapper containing the notice was properly addressed and put into the post.

152. Every person who by operation of law, transfer or other means whatsoever shall become entitled to any shares, shall be bound by every notice in respect of such shares which previously to his name and address being entered on the Register shall be duly given to the person from whom he derives his title to such shares.

153. Any notice or instrument delivered or sent by post or left at the registered address of any Member in pursuance of these presents shall, notwithstanding such Member be then deceased, and whether or not the Company have notice of his decease, be deemed to have been duly served in respect of any registered shares, whether held solely or jointly with other persons by such Member, until some other person be registered in his stead as the holder or joint-holder thereof, and such service shall for all purposes of these presents be deemed a sufficient service of such notice or document on his or her heirs, executors or administrators, and all persons (if any) jointly interested with him or her in any such shares.

154. The signature to any notice to be given by the Company may be written or printed.

WINDING-UP.

155. If the Company shall be wound up, and the assets available for distribution shall be insufficient to pay the whole of the paid-up capital, such assets shall be distributed so that as nearly as may be the losses shall be borne by the Members in proportion to the capital paid up or which ought to have been paid up at the commencement of the winding-up on the shares held by them respectively, other than amounts paid up in advance of calls. This Article is to be without prejudice to the rights of the holders of shares issued upon special conditions.

156. If the Company shall be wound up, the Liquidators (whether voluntary or official) may, with the sanction of an Extraordinary Resolution, divide among the contributories in specie any part of the assets of the Company, and may, with the like sanction, vest any part of the assets of the Company in trustees, upon such trusts for the benefit of the contributories as the Liquidators with the like sanction shall think fit; and if thought fit, any such divisions may be made otherwise than in accordance with the legal rights of the Members of the Company, and in particular any class may be given preferential or special rights, or may be excluded altogether or in part; but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on, any contributory who would be predjudiced thereby shall have a right to dissent and rights ancillary thereto as if such determination were a Special Resolution passed pursuant to section 161 of the Companies Act, 1862.

157. In the event of a winding-up of the Company in England, every Member of the Company who is not for the time time being in England shall be bound within 14 days after the passing of an effective Resolution to wind up the Company voluntarily, or after the making of an order for the winding-up of the Company, to serve notice in writing on the Company, appointing some householder in London upon whom all summonses, notices, processes, orders and judgments in relation to or under the winding up of the Company may be served, and in default of such nomination the Liquidators of the Company shall be at liberty on behalf of such Member to appoint some such person, and service upon any such appointee, whether appointed by the Member or the Liquidators, shall be deemed to be a good personal service on such Member for all purposes, and where the Liquidators make any such appointment they shall with all convenient speed give notice thereof to such Member by advertisement in the *Times* newspaper, or by a registered letter sent through the post and

addressed to such Member at his address as mentioned in the Register, and such notice shall be deemed to be served on the day following that on which the advertisement appears or the letter is posted.

INDEMNITY AND RESPONSIBILITY.

158. Every Director, Manager, Secretary and other officer or servant of the Company shall be indemnified by the Company against and it shall be the duty of the Directors out of the funds of the Company to pay all costs, losses and expenses which any such officer or servant may incur or become liable to by reason of any contract entered into or act or deed done by him as such officer or servant, or in any way in the discharge of his duties. The Directors may execute, in the name and on behalf of the Company, in favour of any Director or other person who may incur, or be about to incur, any personal liability for the benefit of the Company, such mortgages of the Company's property (present and future) as they think fit, and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed on.

159. No Director or other officer of the Company shall be liable for the acts, receipts, neglects or defaults of any other Director or officer, or for joining in any receipt or other act for conformity, or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any money securities or effects shall be deposited, or for any loss occasioned by any error of judgment or oversight on his part, or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto, unless the same happen through his own dishonesty.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.

Robert Montagu Clarke
48 Evelyn Gardens
S.W.
Insurance Clerk

Augustus Leonard Wolf
1 Heyford Terrace
South Lambeth Rd S.E.
Insurance Clerk

Henry Joseph Compes.
9 Gracechurch Street London. Solicitor.

Allan Muir Hutchison
9 Gracechurch Street, London
Solicitors Clerk

~~Frank Rockhard~~
Frank Charles Rockhard
9 Gracechurch Street London Solicitor

William Hapsley
139 Algernon Road Lewisham SE
Accountant

Charles Edward Shirley Hardman
High Street Hanmer Ditton Solicitor

Dated the 14th day of September, 1904.

Witness to the above Signatures, except that of Charles Edward Shirley Hardman

C. E. S. Hardman
High Street, Hanmer Ditton
Solicitor

Witness to the Signature of the above named
Charles Edward Shirley Hardman

James C. Bramble
33 Malvern Road, Hornsey
London
Solicitors Clerk.

DUPLICATE FOR THE FILE.

No. 82057

Certificate of Incorporation

I hereby Certify, That the

British Dominions Marine Insurance Co., Limited

is this day Incorporated under the Companies' Acts, 1862 to 1900, and that the Company is **Limited.**

Given under my hand at London this Fifteenth day of September One Thousand Nine Hundred and four.

Fees and Deed Stamps £ 51 " 17 " 6

Stamp Duty on Capital £ 1500 " 0 " 0

J R Manbarrier

Assistant Registrar of Joint Stock Companies.

Certificate received by Pritchard & Sons ff per A. Te. Hutchison

9 Gracechurch Street

London E.C

Date September 19th. 1904.

REGISTERED
20995
13. MAR. 1905

Special Resolution.

FIVE SHILLINGS

Passed 26th January, 1905. *Confirmed 23rd February*, 1905.

At an EXTRAORDINARY GENERAL MEETING of the BRITISH DOMINIONS MARINE INSURANCE COMPANY, LIMITED, duly convened and held at No. 37, Royal Exchange, in the City of London, on Thursday, the 26th January, 1905, the subjoined Resolution was duly passed; and at a subsequent Extraordinary General Meeting of the said Company, also duly convened and held at No. 37, Royal Exchange, in the City of London, the subjoined Resolution was duly confirmed:—

RESOLUTION.

That Article 141 of the Articles of Association of this Company be altered by adding to the end thereof the following words:—

"And two copies of each of these documents shall at the same time be "forwarded to the Secretary of the Share and Loan Department, Stock "Exchange, London."

THE BRITISH DOMINIONS MARINE INSURANCE COMPANY, LIMITED.

SECRETARY.

No. 37 Royal Exchange
London E.C.

13 MAR 1905

THE BRITISH DOMINIONS MARINE INSURANCE COMPANY, LIMITED.

37, ROYAL EXCHANGE,

TELEPHONE No. 1699 AVENUE.

London, E.C. 14th Nov. 1905

The Registrar
Companies Registration Office
Somerset House

£100.
Cash

Dear Sir,

Enclosed please find a copy of the Special Resolution passed 28 September and confirmed 26 October, together with Postal Order for 5/- being registration fee.

Yours faithfully,
J. Gardiner
Secretary

15 NOV 1905

Special Resolution

16 MAR 71 SHILLINGS 05

Passed 28*th September*, 1905. *Confirmed* 26*th October*, 1905.

At an EXTRAORDINARY GENERAL MEETING of the BRITISH DOMINIONS MARINE INSURANCE COMPANY, LIMITED, duly convened and held at No. 37, Royal Exchange, in the City of London, on Thursday, the 28th September, 1905, the subjoined Resolution was duly passed; and at a subsequent Extraordinary General Meeting of the said Company, also duly convened and held at No. 37, Royal Exchange, in the City of London, the subjoined Resolution was duly confirmed:—

RESOLUTION.

That 17,000 Shares, numbered 50,001 to 67,000, both inclusive, part of the original capital of the Company, shall be called Preference shares, and that the rights, privileges and conditions following be attached to such Preference shares, that is to say:—

(1) That the said Preference shares shall carry the right to a fixed cumulative Preferential dividend at the rate of six per cent. per annum on the capital for the time being paid up on such shares.

(2) The said shares shall rank both as regards dividend and return of capital in priority to all other shares in the Company, but shall not confer any further right to participate in profits or surplus assets.

(3) That in the event of the Company being wound up the surplus assets thereof shall be applied in the first place in repaying to the holders of the said Preference shares the full amount paid up thereon and that subject as aforesaid such surplus assets shall belong to and be divided among the other members of the Company.

J. GARDINER,

Secretary of the British Dominions Marine Insurance Company, Limited.

J. Gardiner.

126

15 NOV 1905

Special Resolutions.

Passed 15*th April*, 1908. *Confirmed* 30*th April*, 1908.

At an EXTRAORDINARY GENERAL MEETING of the BRITISH DOMINIONS MARINE INSURANCE COMPANY, LIMITED, duly convened and held at The Rooms of the Institute of Directors, 4, Corbet Court, in the City of London, on Wednesday, the 15th April, 1908, the subjoined Resolutions were duly passed; and at a subsequent Extraordinary General Meeting of the said Company, also duly convened, and held at No. 37, Royal Exchange, in the City of London, the subjoined Resolutions were duly confirmed:—

REGISTERED
55347
10 JUN 1908

RESOLUTIONS.

1. That 16,000 Shares numbered 67,001 to 83,000, both inclusive, part of the original capital of the Company, in addition to the 17,000 Shares numbered 50,001 to 67,000, both inclusive, shall be called "Preference Shares," and that the rights, privileges and conditions following be attached to such Preference Shares, that is to say:—

(1) That the said 16,000 Shares shall carry the right *pari passu* with the Preference Shares numbered 50,001 to 67,000, both inclusive, to a fixed cumulative preferential dividend, at the rate of Six per cent. per annum on the capital for the time being paid up on such Shares.

(2) That the said 16,000 Shares shall rank as regards dividend and return of capital *pari passu* with the Preference Shares numbered 50,001 to 67,000, and in priority to all other Shares in the Company, but shall not confer any further right to participate in profits or surplus assets.

(3) That in the event of the Company being wound up, the surplus assets thereof shall be applied in the first place in repaying to the holders of the said 16,000 Shares *pari passu* with the Preference Shares numbered 50,001 to 67,000, both inclusive, the full amount paid up thereon, and that subject as aforesaid, and to the rights attaching to the said last-mentioned Preference Shares, such surplus assets shall belong to and be divided amongst the other Members of the Company.

2. That in Article 79, the word "nine" be substituted for the word "eight."

COMPANIES 2 JUN 1908 OFFICE

J. GARDINER,

Secretary of the British Dominions Marine Insurance Company, Limited.

J. Gardiner Secretary

10 JUN 1908 OFFICE

Sep

COMPANIES REGISTRATION FIVE SHILLINGS 23 10

Special Resolution.

REGISTERED 85661 12 JUL 1910

Passed 23rd June, 1910. *Confirmed 14th July, 1910.*

At an EXTRAORDINARY GENERAL MEETING of the BRITISH DOMINIONS MARINE INSURANCE COMPANY, LIMITED, duly convened and held at the Registered Office of the Company, 1, Royal Exchange Avenue, in the City of London, on Thursday, the 23rd June, 1910, the subjoined Resolution was duly passed; and at a subsequent Extraordinary General Meeting of the said Company, also duly convened and held at the same place on the 14th July, 1910, the subjoined Resolution was duly confirmed:—

RESOLUTION.

That Article 14 of the Articles of Association of this Company be altered by adding immediately after the word "seal" in the second line, the following words:—

"Signed by at least one Director and countersigned by the Secretary."

J. GARDINER,

Secretary of the

BRITISH DOMINIONS MARINE INSURANCE COMPANY, LIMITED.

THE BRITISH DOMINIONS MARINE INSURANCE COMPANY, LIMITED.

J. Gardiner

SECRETARY.

REGISTRATION O

REGISTERED
12277
31 JAN 1911

Special Resolutions

FIVE SHILLINGS

Passed 12*th January*, 1911. *Confirmed* 27*th January*, 1911.

AT an EXTRAORDINARY GENERAL MEETING of the BRITISH DOMINIONS MARINE INSURANCE COMPANY, LIMITED, duly convened, and held at the Registered Office of the Company, 1, Royal Exchange Avenue, in the City of London, on Thursday, the 12th January, 1911, the subjoined Resolutions were duly passed as Extraordinary Resolutions; and at a subsequent EXTRAORDINARY GENERAL MEETING of the said Company, also duly convened, and held at No. 1, Royal Exchange Avenue, in the City of London, on Friday, the 27th January, 1911, the subjoined Resolutions were duly confirmed as **Special Resolutions**:—

RESOLUTIONS.

(1) "That the name of the Company be changed to, "THE BRITISH DOMINIONS GENERAL INSURANCE COMPANY, "LIMITED."

(2) "That the Regulations contained in the printed "document submitted to the Meeting, and, for the purposes "of identification, subscribed by the Chairman thereof, be, "and the same are hereby, approved, and that such "Regulations be, and they are hereby, adopted as the "Articles of the Company, to the exclusion of, and in "substitution for, all existing Articles."

J. Gardner

Secretary.

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Filed by Pritchard & Sons
9 Gracechurch St

27 JAN 1911

COMPANY LIMITED BY SHARES

Articles of Association

OF

The British Dominions General Insurance Co., Limited.

TABLE A.

1. The Regulations in Table "A" in the First Schedule to the Companies (Consolidation) Act, 1908, shall not apply to the Company.

INTERPRETATION.

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

Words.	Meanings.
The Company	The British Dominions General Insurance Co., Limited.
The Statutes	The Companies Consolidation Act 1908, and every other Act for the time being in force concerning Joint Stock Companies and affecting the Company.
These presents	These Articles of Association or other the regulations of the Company from time to time in force.
The office	The Registered Office of the Company.
Special Resolution	The meaning assigned by section 69 of the Companies (Consolidation) Act 1908.
Extraordinary Resolution	The meaning assigned by section 69 of the Companies (Consolidation) Act 1908.
The Directors	The Directors for the time being of the Company.

Words.	Meanings.
Seal	The Common Seal of the Company.
Month	Calendar month.
Year	Year from 1st January to the 31st December, both inclusive.
In writing	Written, printed, typewritten or lithographed, or partly one and partly another.
Register	The Register of Members of the Company.

And words importing the singular number only shall include the plural number, and *vice versâ*.

And words importing the musculine gender only shall include the feminine gender and words importing persons shall include corporations.

3. Subject as aforesaid any words defined in the Statutes shall, if not inconsistent with the subject or context, bear the same meaning in these presents.

BUSINESS.

4. The Company in 1904 entered into the agreements referred to in the Memorandum of Association and certain of the said agreements have been modified. The Company shall as far as has not already been done carry the said agreements as modified into effect with full power from time to time to agree to any further modifications thereof. It shall be no objection to the said agreements or any of them that the parties thereto or some of them, were promoters and/or Directors, and/or stood in a fiduciary position to the Company, or that there was no independent Directorate, and every Member of the Company, present and future, is to become a Member of the Company on these express terms.

5. Any branch or kind of business which by the Memorandum of Association of the Company or these presents is either expressly or by implication authorized to be undertaken by the Company, may be undertaken by the Directors at such time or times as they shall think fit, and further may be suffered by them to be in abeyance whether such branch or kind of business may have been actually commenced or not, so long as the Directors may deem it expedient not to com-

mence or proceed with such branch or kind of business, but the Company will not without the consent of the holders of not less than three-fourths of the shares for the time being issued engage in any business other than that of marine insurance and cognate risks.

6. No part of the funds of the Company shall be employed by the Directors of the Company in the purchase or lent upon the security of the Company's shares.

SHARES.

7. Save as provided by these presents or by contract to the contrary, the shares shall be at the disposal of the Directors and they may allot or otherwise dispose of them to such persons at such times and on such terms as they think proper.

8. As regards all allotments the Directors shall comply with section 88 of the Companies (Consolidation) Act, 1908.

9. If the Company shall at any time offer any of its shares to the public for subscription, the Directors shall not make any allotment thereof unless and until 10 per cent. of the shares so offered shall have been subscribed, and the sums payable on application shall have been paid to and received by the Company.

10. The amount payable on application on each share offered at any time whatever to the public for subscription shall not be less than 5 per cent. of the nominal amount of the share.

11. Upon any offer of shares to the public for subscription, the Company may pay a commission to any person or persons or company in consideration of his or their subscribing or agreeing to subscribe whether absolutely or conditionally for any shares in the Company or procuring or agreeing to procure subscriptions whether absolute or conditional for any shares in the Company, but such Commission if paid in cash shall not exceed 25 per cent. on the nominal amount of the shares so offered. The power by this Article conferred on the Company may be exercised by the Directors.

12. If two or more persons are registered as joint-holders of any share, any one of such persons may give effectual receipts for any dividends, bonuses or other moneys payable in respect of such share.

13. No person shall be recognized by the Company as holding

any share upon any trust and the Company shall not save as ordered by a Court of competent jurisdiction or as by Statute required be bound by or recognize any equitable contingent future or partial interest in any share or any interest in any fractional part of a share or (except only as by these presents or otherwise expressly provided) any other right in respect of any share except an absolute right to the intirety thereof in the Registered Holder.

14. Every registered Member shall without payment be entitled to one certificate under the seal signed by at least one Director and countersigned by the Secretary, for all his registered shares, or on payment of such sum not exceeding two shillings and sixpence per certificate as the Directors may from time to time require to several certificates each for a part of such shares.

15. Every certificate of shares shall specify the number of the shares in respect of which it is issued and the amount paid up hereon ; provided that in the case of joint holders the Company shall not be bound to issue more than one certificate to all the joint-holders of all their registered shares, or several certificates each for a part of such shares, and delivery of such certificate or certificates to any one of them shall be sufficient delivery to all.

16. If any such certificate be worn out or lost it may be renewed on such evidence being produced as the Directors shall require, and in case of wearing out on delivery up of the old certificate, and in case of loss on the execution of such indemnity (if any), and in either case on payment of such sum not exceeding one shilling or the Directors may from time to time require.

17. The Company shall have a first and paramount lien and charge on all the shares not fully paid up registered in the name of a Member (whether solely or jointly with others) for his debts, liabilities and engagements, either alone or jointly with any other person, whether a Member or not to or with the Company, whether the period for the payment, fulfilment or discharge thereof shall have actually arrived or not, and no equitable interest shall be created in any shares except upon the footing and condition that Article 13 hereof is to have full effect. Such lien shall extend to all dividends or bonuses

from time to time declared in respect of such shares. Unless otherwise agreed the registration of a transfer of shares shall operate as a waiver of the Company's lien (if any) on such shares.

18. For the purpose of enforcing such lien, the Directors may sell the shares subject thereto in such a manner as they think fit, but no sale shall be made until such time as the moneys are presently payable, and until a demand and notice in writing, stating the amount due and demanding payment, and giving notice of intention to sell in default, shall have been served on such Member or the person (if any) entitled by transmission to the shares, and default in payment or the discharge of such liability and engagements shall have been made by him for seven days after such notice. The net proceeds of any such sale shall be applied first in or towards the satisfaction of any expenses incurred in connection with such debts, liabilities and engagements and secondly in or towards satisfaction of the amount due, and the residue (if any) shall be paid to the Member or the person (if any) entitled by transmission to the shares.

19. Upon any such sale as aforesaid the Directors may enter the purchaser's name in the Register as holder of the shares, and the purchaser shall not be bound to see to the regularity or validity of or be affected by any irregularity or invalidity in the proceedings, nor be bound to see to the application of the purchase-money, and after his name has been entered in the Register the validity of the sale shall not be impeached by any person, and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

20. No Member shall be entitled to receive any dividend or bonus or to be present or vote at any General Meeting either personally or by proxy, or as proxy for another Member, or upon any poll, or to exercise any privileges as a Member until he shall have paid all calls or other sums for the time being due and payable on every share held by him, whether alone or jointly with any other person, together with interest and expenses (if any).

CALLS ON SHARES.

21. The Directors may, subject to the regulations of these presents, from time to time make such calls upon the Members in

respect of all moneys unpaid on their shares, and not by the conditions of allotment thereof made payable at fixed times as they think fit, provided that 14 days' notice at least is given of each call, and each Member shall be liable to pay the amount of every call so made upon him to the persons and at the times and places appointed by the Directors. Any call may be made payable in one sum or by instalments.

22. No call shall exceed 25 per cent. of the nominal amount of a share, and at least two months shall intervene between the time appointed for the payment of one call and that appointed for the payment of the next succeeding call (if any).

23. A call shall be deemed to have been made at the time when the Resolution of the Directors authorizing such call was passed.

24. The joint-holders of a share shall be jointly and severally liable for the payment of calls and instalments in respect thereof.

25. If before or on the day appointed for payment thereof a call or instalment payable in respect of a share be not paid, the holder for the time being of the share shall pay interest on the amount of the call or instalment at such rate not exceeding 10 per cent. per annum from the day appointed for payment thereof to the day of actual payment as the Directors shall from time to time determine.

26. Any sum which by the terms of allotment of a share is made payable on allotment or at any fixed date shall for all purposes of these presents be deemed to be a call duly made and payable on the date fixed for payment, and in case of non-payment the provisions of these presents as to payment of interest and expenses, forfeiture and the like, and all other the relevant provisions of these presents, shall apply as if such sums were a call duly made and notified as hereby provided.

27. The Company may from time to time make arrangements on the issue of any shares for a difference between the holders of such shares in the amount of calls to be paid and the times of payment of such calls, and if by the conditions of allotment of any share the whole or part of the amount thereof or issue price shall be payable by instalments, every such instalment shall when due be paid to the

Company by the Registered Holder of the share or his legal personal representatives.

28. The Directors may, if they think fit, receive from any Member willing to advance the same, all or any part of the moneys due upon his shares beyond the sum actually called up thereon, and upon the moneys so paid in advance, or so much thereof as exceeds the amount for the time being called up on the shares in respect of which such advance has been made, the Company may pay or allow interest at such rate as may be agreed upon between the Directors and the Members paying such sum in advance.

TRANSFER OF SHARES.

29. Subject to the restrictions of these presents, any Member may transfer all or any of his shares, but every transfer must be in writing and in the usual common form, and must be left at the Office for registration, accompanied by the certificate of the shares to be transferred, and such other evidence (if any) as the Directors may require to prove the title of the intending transferor or his right to transfer the shares.

30. The instrument of transfer of a share shall be signed both by the transferor and transferee, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof.

31. All instruments of transfer which shall be registered shall be retained by the Company, but any instrument of transfer which the Directors may decline to register shall (except in any case of fraud) be returned to the party presenting the same.

32. The Directors may decline to register a transfer of shares on which the Company has a lien, and may in their discretion, and without assigning any reason therefor, refuse to register the transfer of any share not being a fully paid share.

33. Such fee, not exceeding 2s. 6d., for each transfer as the Directors may from time to time determine, may be charged for registration of a transfer.

34. The Transfer Books and Register may be closed during the 14 days immediately preceding every Ordinary General Meeting of

the Company, and at such other times (if any) and for such period as the Directors may from time time determine, provided always that they shall not be closed for more than 30 days in any year.

TRANSMISSION OF SHARES.

35. The executors or administrators of a deceased Member, not being one of several joint holders, shall be the only persons recognised by the Company as having any title to the shares registered in the name of such Member, and in the case of the death of any one or more of the joint-holders of any registered shares, the survivors shall be the only persons recognised by the Company as having any title to or interest in such shares.

36. Any person becoming entitled to a share in consequence of the death or bankruptcy of any Member may, upon producing such evidence that he sustains the character in respect of which he proposes to act under this Article, or of his title as the Directors think sufficient, may, with the consent of the Directors (which they shall not be under any obligation to give), be registered a Member in respect of such shares, or may, subject to the regulations as to transfers hereinbefore contained, transfer such shares. This article is hereinafter referred to as "the Transmission Article."

FORFEITURE OF SHARES.

37. If any Member fails to pay the whole or any part of any call or instalment on or before the day appointed for the payment thereof, the Directors may at any time thereafter, during such time as the call or instalment or any part thereof remains unpaid, serve a notice on him requiring him to pay such call or instalment, or such part thereof as remains unpaid, together with interest and any expenses that may have accrued by reason of such non-payment.

38. The notice shall name a further day, not being less than seven days from the date of the notice, on or before which such call or instalment, or such part as is aforesaid, and all interest and expenses that have accrued by reason of such non-payment, are to be paid. It shall also name the place where payment is to be made, and shall state that in the event of non-payment at or before the time and at the place appointed, the shares in respect of which such call or instalment was made payable will be liable to be forfeited.

39. If the requisitions of any such notice as aforesaid be not complied with, any share in respect of which such notice has been given may at any time thereafter, before payment of all calls and instalments, interest and expenses due in respect thereof has been made, be forfeited by a Resolution of the Directors to that effect. Every forfeiture shall include all dividends declared in respect of the forfeited share and not actually paid before the forfeiture.

40. When any share has been forfeited in accordance with these presents, notice of the forfeiture shall forthwith be given to the holder of the share or the person entitled to the share, by transmission, as the case may be, and an entry of such notice having been given, and of the forfeiture with the date thereof, shall forthwith be made in the Register, opposite to the share ; but the provisions of this Article are directory only, and no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make such entry as aforesaid.

41. Nothwithstanding any such forfeiture as aforesaid. the Directors, may at any time before the forfeited share has been otherwise disposed of, permit the share so forfeited to be redeemed upon the terms of payment of all calls and interest due upon and expenses incurred in respect of the share, and upon such further terms (if any) as they shall think fit.

42. Every share which shall be forfeited shall thereupon become the property of the Company, and may be either sold or re-allotted or otherwise disposed of either to the person who was before forfeiture the holder thereof or entitled thereto, or to any other person upon such terms and in such manner as the Directors shall think fit.

43. A Member whose shares have been forfeited shall notwithstanding be liable to pay to the Company all calls made and not paid on such shares at the time of forfeiture, and interest thereon to the date of payment, in the same manner in all respects as if the shares had not been forfeited, and to satisfy all (if any) the claims and demands which the Company might have enforced in respect of the shares at the time of forfeiture, without any deduction or allowance for the value of the shares at the timeof forfeiture.

44. The forfeiture of a share shall involve the extinction at the

time of forfeiture of all interest in and all claims and demands against the Company in respect of the share and all other rights and liabilities incidental to the share as between the Member whose share is forfeited and the Company, except only such of those rights and liabilities as are by these presents expressly saved, or as are by the Statutes given or imposed in the case of past Members.

45. A statutory declaration in writing that the declarant is a Director of the Company, and that a share has been duly forfeited in pursuance of these presents, and stating the time when it was forfeited shall as against all persons claiming to be entitled to the share adversely to the forfeiture thereof, be conclusive evidence of the facts therein stated; and such declaration, together with a certificate of proprietorship of the share under the seal, delivered to a purchaser or allottee thereof, shall constitute a good title to the share, and the new holder thereof shall be discharged from all calls made prior to such purchase or allotment, and shall not be bound to see to the application of the purchase money, nor shall his title to the share be affected by any past omission or irregularity relating to or connected with the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the share.

INCREASE OF CAPITAL.

46. The Company in General Meeting may by Extraordinary Resolution from time to time, whether all the shares for the time being created shall have been issued or not, or all the shares for the time being issued shall have been fully called up or not, increase its capital by the creation of new shares, such aggregate increase to be of such amount and to be divided into shares of such respective amounts as the Company by the Resolution creating such new shares directs.

47. Any capital raised by the creation of new shares shall be subject to the same provisions with reference to the payment of calls or instalments, commissions, transfer, transmission, forfeiture, lien and otherwise as if it had been part of the original capital.

ALTERATIONS OF CAPITAL.

48. The Company may by Special Resolution so far modify the

conditions contained in its Memorandum of Association as to do the following things or any of them:—

(A) Consolidate and divide its capital into shares of a larger amount than its existing shares.

(B) By sub-division of its existing shares or any of them divide its capital or any part thereof into shares of smaller amount than is fixed by its Memorandum of Association, and if thought fit determine that as between the holders of the shares resulting from such sub-division one or more of such shares shall have some preference or special advantages as regards dividend, capital, voting or otherwise over and as compared with the others or other.

(C) Reduce its capital in any manner authorized by the Statutes.

49. Anything done in pursuance of the last preceding Article shall be done in manner provided by the Statutes so far as they shall be applicable, and so far as they shall not be applicable in accordance with the terms of the Special Resolution authorizing the same, and so far as such Resolution shall not be applicable in such manner as the Directors deem most expedient.

50. With the sanction of the Court capital may be paid off upon the footing, and the result shall be, that the amount paid off may be called up again, in the same manner as if it had never been paid up.

PREFERENCE SHARES.

51. Save as provided by contract to the contrary, any shares forming part of the original capital of the Company or from time to time to be created may from time to time be issued with any such guarantee or any such right of preference, whether in respect of dividend or of repayment of capital or both, or any such other special privilege or advantage over any other shares previously issued or then about to be issued (other than shares issued with a preference), or at such a premium or with such deferred rights as compared with any shares previously issued or then about to be issued, or subject to any such conditions or provisions, and with any such right or without any right of voting, and generally on such terms as the Company may from time to time by Special Resolution of a General Meeting declare.

ALTERATION OF RIGHTS.

52. All or any of the rights and privileges belonging to any preference or deferred shares or to any other special class of shares issued by the Company at any time may be affected, extinguished, altered, modified or dealt with by agreement between the Company and any person purporting to contract on behalf of that class, provided such agreement is ratified in writing by the holders of at least three-fourths of the nominal amount of the issued shares of that class or is confirmed by an Extraordinary Resolution passed at a separate General Meeting of the holders of shares of that class, and all the provisions hereinafter contained as to General Meetings shall *mutatis mutandis* apply to every such Meeting, but so that the quorum thereof shall be Members holding or representing by proxy three-fourths of the nominal amount of the issued shares of that class.

GENERAL MEETINGS.

53. A General Meeting of the Company shall in accordance with section 64 of the Companies (Consolidation) Act 1908, be held once at the least in every calendar year at such time and place as may be prescribed by the Directors.

54. The above-mentioned General Meetings shall be called Ordinary Meetings. All other General Meetings shall be called Extraordinary Meetings.

55. The Directors may call an Extraordinary Meeting whenever they think fit.

56. The Directors shall on the request of the holders of not less than one-tenth of the issued capital of the Company upon which all calls or other sums then due have been paid, forthwith proceed to convene an Extraordinary Meeting, and the following provisions shall have effect :

(1) The requisition must state the objects of the Meeting and must be signed by the requisitionists and deposited at the Office, and may consist of several documents in like form each signed by one or more requisitionists.

(2) If the Directors do not proceed to cause a Meeting to be held within 21 days from the date of the requisition

being so deposited, the requisitionists, or a majority of them in value, may themselves convene the Meeting, but any Meeting so convened shall not be held after three month, from the date of such deposit.

(3) If at any such Meeting a Resolution requiring confirmation at another Meeting be passed, the Directors shall forthwith convene a further Extraordinary Meeting for the purpose of considering the Resolution, and if thought fit, of confirming it as a Special Resolution, and if the Directors do not convene the Meeting within seven days from the date of the passing of the first Resolution, the requisitionists, or a majority of them in value, may themselves convene the Meeting.

(4) Any Meeting convened under this Article by the requisitionists shall be convened in the same manner as nearly as possible as that in which Meetings are to be convened by Directors.

57. Seven days' notice at least (exclusive of the day on which the notice is served, or deemed to be served, but inclusive of the day for which the notice is given) specifying the place, the day and the hour of Meeting, and in the case of special business, the general nature of such business shall be given in manner hereinafter mentioned to the Members. But the accidental omission to give such notice to or the non-receipt of such notice by any Member shall not invalidate any Resolution passed or proceedings at any such Meeting.

PROCEEDINGS AT GENERAL MEETINGS.

58. All business shall be deemed special that is transacted at an Extraordinary Meeting, and all that is transacted at an Ordinary Meeting shall also be deemed special, with the exception of sanctioning a dividend, the consideration of the accounts and balance-sheets and the ordinary reports of the Directors and Auditors, and any business which under these Articles ought to be transacted at an Ordinary Meeting.

59. No business shall be transacted at any General Meeting unless the requisite quorum is present when the Meeting proceeds to

business. Three Members personally present shall be a quorum for all purposes.

60. The Chairman (if any) of the Board of Directors shall preside at every General Meeting, but if there be no such Chairman, or if at any Meeting he shall not be present wtthin 15 minutes after the time appointed for holding the same, or shall be unwilling to act as Chairman, the Members present shall choose some Director, or if no Director be present, or if all the Directors present decline to take the Chair, they shall choose some Member present to be Chairman of the Meeting.

61. If within half an hour from the time appointed for the holding of a General Meeting a quorum be not present, the Meeting if convened on the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, and at the same time and place; and if at such adjourned Meeting a quorum is not present within half an hour from the time appointed for holding the Meeting, any two Members personally present shall be a quorum, and may transact the business for which the Meeting was called.

62. The Chairman, with the consent of any Meeting at which a quorum is present, may adjourn the Meeting from time to time and from place to place, as the Meeting shall determine. Whenever a Meeting is adjourned for 10 days or more, notice of the adjourned Meeting shall he given in the same manner as of an original Meeting. Save as aforesaid the Members shall not be entitled to any notice of an adjournment or of the business to be transacted at an adjourned Meeting. No business shall be transacted at any adjourned Meeting other than the business which might have been transacted at the Meeting from which the adjournment took place.

63. At every General Meeting a Resolution put to the vote of the Meeting shall be decided on a show of hands by a majority of the Members present in person and entitled to vote, unless before or upon the declaration of the result of the show of hands a poll be demanded by the Chairman or in writing by one or more members holding or representing by proxy or entitled to vote in respect of at least 5,000 shares. Unless a poll be so demanded a declaration by the Chairman of the Meeting that a Resolution has been carried or has been carried

by a particular majority, or lost or not carried by a particular majority shall be conclusive, and any entry to that effect in the books of proceedings of the Company shall be sufficient evidence thereof without proof of the number or proportion of the votes recorded in favour of or against such Resolution.

64. If a poll be demanded in manner aforesaid, it shall be taken at such time and place and in such manner as the Chairman shall direct, and the result of the poll shall be deemed to be the Resolution of the Meeting at which the poll was demanded.

65. Any poll duly demanded on the election of a Chairman of a Meeting or on any question of adjournment, shall be taken at the Meeting and without adjournment.

66. In case of an equality of votes, either on a show of hands or at the poll, the Chairman of the Meeting at which the show of hands takes place, or at which the poll is demanded, as the case may be, shall be entitled to a further or casting vote.

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

VOTES OF MEMBERS.

68. Votes may be given either personally or by proxy.

69. On a show of hands every Member personally present and not disentitled to vote shall have one vote only. In case of a poll every Member shall have one vote for every share held by him. No Member present only by proxy shall be entitled to vote on a show of hands, unless such Member is a corporation present by proxy who is not himself a Member of the Company, in which case such proxy may vote as a Member.

70. Any person entitled under the Transmission Article to transfer any shares may vote at any General Meeting in respect thereof in the same manner as if he were the Registered Holder of such shares, provided that 48 hours at least before the time of holding the Meeting at which he proposes to vote, he shall satisfy the Directors of his right, unless the Directors shall have previously admitted his right to vote at such Meeting in respect thereof.

71. If two or more persons be jointly entitled to a share any one of such persons may vote at any Meeting either personally or by proxy in respect of such share as if he were solely entitled thereto; and if more than one of such joint-holders be present at any Meeting, personally or by proxy, that one of the said persons so present whose name stands first on the Register in respect of such share, shall alone be entitled to vote in respect thereof.

72. No Member shall be entitled to vote at any General Meeting held after the expiration of one month from the date at which the Company is entitled to commence business in respect of any share that he has acquired by instrument of transfer, unless the transfer of the share in respect of which he claims to vote shall have been left with the Company for registration at least one month previously to the time of holding the meeting at which he proposes to vote and shall have been registered.

73. If any Member be a lunatic, idiot, or *non compos mentis*, he may vote by his Committee, *curator bonis*, or other legal curator, any such last-mentioned persons may give their votes personally or by proxy.

74. The instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney, or if such appointor be a corporation under its common seal (if any), and if none then under the hand of some officer duly authorized in that behalf. No person shall act as a proxy who is not a Member of the Company and qualified to vote, save that a corporation being a Member may appoint as its proxy one of its officers who may not happen to be a Member of the Company.

75. Any instrument appointing a proxy, whether for a special Meeting or otherwise, shall as nearly as circumstances will admit be in the following form, or to the effect following: —

"THE BRITISH DOMINIONS GENERAL INSURANCE CO., LIMITED

"I , a Member of 'The British Dominions "General Insurance Co., Limited' and entitled to votes, "hereby appoint , of ,

"another Member of the Company, to vote for me and on my "behalf at the Ordinary (or Extraordinary as the case be may)

"General Meeting of the Company, to be holden on the
"day of , and at every adjournment thereof.

"As witness my hand this day of 19 ."

Or in such other form as the Directors shall from time to time approve.

76. The instrument appointing a proxy, and the power of attorney (if any) under which it is signed, shall be deposited at the office at least 48 hours before the time appointed for holding the Meeting or adjourned Meeting (as the case may be) at which the person so named in such Instrument proposes to vote, otherwise the person so named shall not be entitled to vote in respect thereof. No instrument appointing a proxy shall be valid after the expiration of 12 calendar months from the date of its execution.

77. Any Member residing out of the United Kingdom may by power of attorney appoint any person, a Member of the Company, to be his attorney for the purpose of voting or otherwise acting on behalf of the Member at any Meeting, and such power may be a special power limited to any particular Meeting or general power extending to all Meetings at which such Member is entitled to vote. Every such power shall be produced at the office and left there for at least 48 hours before being acted upon.

78. A vote given in accordance with the terms of an instrument of proxy or power of attorney shall be valid not withstanding the previous death of the principal or the revocation of the proxy or power of attorney, or transfer of the share in respect of which the vote is given, provided no intimation in writing of the death, revocation or transfer shall have been received at the office before the Meeting.

DIRECTORS.

79. The Directors shall not be less than five nor more than nine in number.

80. The first Directors of the Company, as from the adoption of these articles shall be Sir William Edward Murray Tomlinson, Frederick Handel Booth, Harry Timbs Gullick, Alexander George Mackenzie, Patrick Hugh Marshall, John Williams Rogerson, William ...llace Seymour, George Wigley and Charles Williams.

81. The qualification of a Director shall be the holding of shares of the Company of the nominal amount of £500.

82. The Directors shall be paid out of the funds of the Company by way of remuneration for their services the sum of £300 per annum each, and the Chairman of the Board such additional sum not exceeding £250 as may be fixed by the Directors. All remuneration under this Article shall be deemed to accrue *de die in diem*, and shall be paid by quarterly instalments.

83. The Directors shall be paid all their travelling and other expenses properly and necessarily expended by them in and about the business of the Company, including their travelling and other expenses incurred in attending the Board Meetings of the Company, and if any Director shall be required to perform extra services or go or reside abroad, or shall otherwise be specially occupied about the Company's business, he shall be entitled to receive a remuneration to be fixed by the Board or at the option of such Director by the Company in General Meeting, and such remuneration may be either in addition to or substitution for any remuneration provided in the last preceding Article.

84. The Directors shall keep at the Office a Register containing the names, addresses and occupations of its Directors or Managers, and send to the Registrar of Joint Stock Companies a copy of such Register, and shall from time to time notify to him any change that takes place in such Directors or Managers.

POWER OF DIRECTORS.

85. The business of the Company shall, subject as herein provided, be managed by the Directors, who may exercise all such powers of the Company, and do on behalf of the Company all such acts as may be exercised and done by the Company, and as are not by the Statutes or by these presents required to be exercised or done by the Company in General Meeting, subject nevertheless to any regulations of these presents, to the provisions of the Statutes and to such regulations (being not inconsistent with the aforesaid regulations or provisions) as may be prescribed by the Company in General Meeting; but no regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.

86. In particular and without limiting the general powers conferred upon them, the Directors may dispose of any of the rights, privileges and properties belonging to the Company, and of any branches of any business carried on by the Company for cash, or shares or debentures, or securties of any company, or partly for one and partly for the other or others, and generally on such terms as they think fit; and they may determine in what proportions the proceeds of sale and realisations of such rights, privileges and properties respectively ought to be apportioned between revenue and capital. The Directors may also pay all costs, charges and expenses incurred by any person or corporation preliminary and incidental to the promotion, formation, establishment, and registration of the Company.

87. The continuing Directors at any time may act notwithstanding any vacancy in their body, provided always that in case the Directors shall at any time be reduced in number to less than five, it shall be lawful for the remaining Directors to act as Directors for the purpese of filling up vacancies in their body, but not for any other purpose.

BORROWING POWERS.

88. The Directors may from time to time at their discretion raise or borrow or secure the payment of any sum or sums of money for the purposes of the Company, but so that the amount at any time owing in respect of moneys so raised, borrowed or secured shall not without the sanction of a General Meeting exceed the nominal amount of the capital; nevertheless no lender or other person dealing with the Company shall be concerned to see or enquire whether this limit is observed.

89. The Directors may raise or secure the repayment of such moneys in such manner and upon such terms and conditions as they may think fit, and in particular by the issue of debentures or debenture stock of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being.

90. Any debentures, debenture stock, bonds or other securities may be issued at a discount, premium or otherwise, and with any

special privileges as to redemption, surrender drawings, allotment of shares, attending at General Meetings of the Company, appointment of Directors and otherwise.

91 The Directors shall duly comply with the requirements of section 93 of the "Companies (Consolidation) Act, 1908" in regard to the registration of mortgages and charges therein specified and otherwise. The fee of one shilling shall be payable for each inspection of the register kept in accordance with the provisions of the said section.

92. The Directors shall cause a proper register to be kept in accordance with section 100 of the Companies (Consolidation) Act 1908 of all mortgages and charges specifically affecting property of the Company. A fee of one shilling shall be payable by any person other than any Creditor or Member of the Company for each inspection of the said register.

DISQUALIFICATION OF DIRECTORS.

93. The office of a Director, shall *ipso facto* be vacated—

(A) If he become bankrupt or compound with his creditors or take the benefit of any Act for the time being in force for the relief of insolvent debtors ;

(B) If he cease to hold the qualifying number of shares ;

(C) If he be found lunatic or become of unsound mind ;

(D) If he absent himself from the Meeting of Directors continuously for the space of six months with out the leave of the Board ;

(E) If by notice in writing under Article 102 hereof he resign his office ;

Provided that these disqualifying conditions or any of them may be dispensed with in any special case by a Resolution of a General Meeting.

94. No Director or Managing Director shall be disqualified by his office from holding any other office under the Company, or from contracting with the Company, either as vendor, purchaser or otherwise, nor shall any such contract, or any contract or arrangement

entered into by or on behalf of the Company, in which any Director shall be in any way interested, be avoided, nor shall any Director so contracting or being so interested, be liable to account to the Company for any profit realized by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relation thereby established, but it is declared that the nature of his interest must be disclosed by him at the Meeting of the Directors at which the contract or arrangement is determined on, if his interest then exists, or in any other case at the first Meeting of Directors after the acquisition of his interest, and that no Director shall, as a Director vote in respect of any contract or arrangement (other than the Agreements mentioned in the Memorandum of Association) in which he is so interested as aforesaid, and if he do so vote, his vote shall not be counted, but this prohibition as to voting shall not apply to any contract by or on behalf of the Company to give to the Directors, or any of them, any security by way of indemnity, or to any contract between this Company and any other insurance company, and such prohibition may at any time or times be suspended or relaxed to any extent by a General Meeting. A general notice that a Director is a member of any specified firm or company, and is to be regarded as interested in all transactions with that firm or company, shall be a sufficient disclosure under this Article as regards such Director and the said transactions, and after such general notice it shall not be necessary for such Director to give a special notice of any particular transactions with that firm or company.

ROTATION OF DIRECTORS.

95. At the Ordinary Meeting in 1912, and at the Ordinary Meeting in every subsequent year, one of the Directors for the time being respectively shall retire from office. A retiring Director shall retain office until the dissolution of the Meeting at which his successor is elected.

96. The Director to retire in 1912 shall (unless the Directors agree amongst themselves) be determined by ballot, and the Director to retire in every year after 1912 shall be the Director who has been longest in office since the last election. As between Directors of equal seniority the Director to retire shall (unless such Directors of equal seniority shall agree among themselves) be selected from among them by ballot. A retiring Director shall be eligible for re-election.

97. The Company shall at the Meeting at which any Director retires in manner aforesaid fill up the vacated office of each Director, and on giving notice in that behalf may fill up any other vacancies.

98. No person not being a Director retiring at the Meeting shall, unless recommended by the Directors for election, be eligible for the office of a Director at any General Meeting, unless within the prescribed time before the day appointed for the Meeting there has been left at the office a notice in writing by some Member duly qualified to be present and vote at the Meeting of his intention to propose such person for election, and also notice in writing signed by the person to be proposed of his willingness to be elected. The prescribed time above-mentioned shall be such that between the date when each such notice is served or deemed to be served and the day appointed for the Meeting there shall not be less than three clear intervening days.

99. If at any Meeting at which an election of Directors ought to take place the places of the retiring Directors or some of them be not filled up, the retiring Directors or such of them as have not had their places filled up shall if duly qualified be deemed to have been re-elected.

100. The company may from time to time by any Extraordinary Resolution increase or reduce the number of Directors, and may determine in what rotation such increased or reduced number shall go out of office.

101. Any casual vacancy occuring among the Directors may be filled up by the Directors, but any person so chosen may retain his office only until the next following Ordinary General Meeting of the Company, and shall then be eligible for re-election.

102. A Director may, save as provided by contract with him to the contrary, at any time give notice in writing of his wish to resign by delivering such notice to the Secretary or leaving it at the Office, and at the expiration of one month after the delivery of such notice, or at such earlier period as the Directors shall determine, he shall vacate his office.

103. The Company may by Extraordinary Resolution remove any Director before the expiration of his period of office, and may

by an Ordinary Resolution appoint another Member in his stead, but any person so appointed shall retain his office so long only as the Director in whose place he is appointed would have held the same if he had not been removed.

PROCEEDINGS OF DIRECTORS.

104. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business. Until otherwise determined, three Directors shall be a quorum. Questions arising at any Meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote.

105. Any Director may, and on the request of a Director the Secretary shall, at any time summon a Meeting of the Board by notice served upon the several Members of the Board.

106. The Directors may, but only at a Meeting of the Board at which all the Directors for the time being are present in person or by proxy and vote upon the election, elect a Chairman of their Board, and determine the period for which he is to hold office. The Chairman so elected shall preside at all Meetings of the Board; and if no such Chairman be elected, or if at any Meeting the Chairman be not present within fifteen Minutes after the time appointed for holding the same, the Directors present shall choose one of their number to act as Chairman of such Meeting, and the Director so choosen shall preside at such Meeting accordingly. A Meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions by or under the regulations of the Company for the time being vested in or exercisable by the Directors generally.

107. A Director may appoint a proxy under his hand (who must be a Director of the Company), but only for the purpose of voting on the election of a Chairman of the Directors.

108. No Director for the time being out of the United Kingdom shall be entitled to notices of the Meetings of the Directors.

109. The Directors may from time to time appoint Committees consisting of one or more Members of their body, and whether in England or abroad, as they think fit, and may delegate any of their powers to such Committees and from time to time revoke the same and discharge any such Committees, wholly or in part. Any Committee so formed shall, in the exercice of the powers so delegated, conform to any regulations that may be imposed upon them by the Board. The Chairman of the Board shall be an ex-officio Member of all Committees.

110. A Committee may elect a Chairman of their Meetings. If no such Chairman be elected, or if at any Meeting he be not present within five minutes after the time appointed for holding the same, the Members present shall choose one of their number to be Chairman of such meeting.

111. Committees may meet and adjourn as they think proper. Questions arising at any Meeting of a Committee shall be determined by a majority of votes of the Members present, and in case of an equality of votes the Chairman of the Meeting shall have a second or casting vote.

112. All acts *bonâ fide* done by any Meeting of Directors, or by a Committee of Directors, or by any person acting as a Director, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

113. The Directors shall cause minutes to be made in books to be provided for the purpose—

(A) Of all appointments of officers made by the Directors ;

(B) Of the names of all the Directors present at each Meeting of Directors and of Committees of Directors ;

(C) Of all Resolutions passed and proceedings had by and at all Meetings of the Company, and of the Directors and Committees of Directors ;

Any such minute as aforesaid, if purporting to be signed by the Chairman of the Meeting at which such appointments were made or such Directors were present, or such Resolutions were passed or proceedings had (as the case may be), or by the Chairman of the next succeeding Meeting of the Company or Directors or Committee (as the case may be), shall be sufficient evidence without any further proof of the facts therein stated.

MANAGING DIRECTORS.

114. The Directors may from time to time appoint one or more Members of their body, or any person or persons, whether Members of the Company or not, to be Managing Directors or Director of the Company, and by Resolution confer upon such Managing Directors or Director all or any of their powers and authorities, and in like manner revoke, withdraw, alter or vary all or any of such powers.

115. The salary or remuneration of any Managing Director of the Company shall be such as the Directors may from time to time determine, and may either be a fixed sum of money or may altogether or in part be governed by the business done or profits made, or may be upon such other terms as the Directors determine.

116. A Managing Director shall not by reason only of holding that office be a Director of the Company, and, if a Director, shall not while he continues to hold the office of Managing Director, be subject to retirement by rotation, and he shall not be taken into account in determining the rotation of retirement of Directors; but every Managing Director, if a Director, shall subject to the provisions of any contract between him and the Company be subject to the same provisions as to resignation and removal as the other Directors of the Company; and if he shall be a Director, and shall cease to hold the office of Director from any cause, he shall *ipso facto* immediately cease to be a Managing Director.

LOCAL MANAGEMENT.

117. The Directors may from time to time provide for the management and transaction of the affairs of the Company in any specified locality, whether at home or abroad, in such manner as they think fit, and the provisions contained in the three next following

Articles shall be without prejudice to the general powers conferred by this Article.

118. The Directors may from time to time and at any time establish any local board or agency for managing any of the affairs of the Company in any such specified locality, and may appoint any person or company to be members of such local board or managers or agents, and may fix their remuneration. And the Directors from time to time and at any time may delegate to any person or company so appointed any of the powers, authorities, and discretions for the time being vested in the Directors, other than their power to make calls, and may authorize the members for the time being of any such local board, or any of them, to fill up any vacancies therein, and to act notwithstanding vacancies, and any such appointment, or delegation may be made on such terms and subject to such conditions as the Directors think fit, and the Directors may at any time remove any person so appointed, and may annul or vary such delegation.

119. The Directors may at any time and from time to time, by power of attorney under the seal, appoint any person or persons to be the attorney or attorneys of the Company, for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these presents), and for such period and subject to such conditions as the Directors may from time to time think fit, and any such appointment may, (if the Directors think fit) be made in favour of the Members or any of the members of any local board established as aforesaid, or in favour of any company or of the members, directors, nominees or managers of any company or firm or otherwise in favour of any fluctuating body of persons, whether nominated directly or indirectly by the Directors and any such power of attorney may contain such powers for the protection or convenience of persons dealing with such attorneys as the Directors may think fit.

120. Any such delegates or attorneys as aforesaid may be authorized by the Directors to sub-delegate all or any of the powers, authorities and discretions for the time being vested in them.

AUTHENTICATION OF DEEDS AND DOCUMENTS.

121. All deeds, other than policies, executed on behalf of the

Company, may be in such form, and contain such powers, provisoes, conditions, covenants, clauses and agreements, as the Directors shall think fit, and, in addition to being sealed with the seal of the Company, shall be signed by two Directors and countersigned by the Secretary, or such other officer as the Directors from time to time appoint.

122. It shall not be necessary for policies to be sealed with seal of the Company, but all policies shall be signed by the Secretary or such other officer of the Company as the Directors may from time to time appoint, or the Company's attorneys and marine underwriting agents or general managers for the time being, or by some person duly authohorized by them.

123. The Company may exercise the powers conferred by the section 79 of the Companies (Consolidation) Act, 1908, and such powers shall accordingly be vested in the Directors.

DIVIDENDS AND RESERVE FUND.

124. Subject as aforesaid, the Directors may, with the sanction of the Company in General Meeting, from time to time declare a dividend to be paid to the Members in proportion to the number of their shares and the amount paid up thereon otherwise than in advance of calls. Provided nevertheless that where capital is paid up in advance of calls upon the footing that the same shall carry interest, such capital shall not whilst carrying interest confer a right to participate in profits.

125. The Directors may, if they think fit, from time to time determine or declare that an instalment be paid to the Members on account and in anticipation of the dividend for the current year.

126. No dividend or bonus shall be payable except out of the profits of the Company. No larger dividend shall be declared than is recommended by the Directors, but the Company in General Meeting may declare a smaller dividend, and the declaration of the Directors as to the amount of profits of the Company shall be conclusive.

127. The Directors may before recommending any dividend write off such sum as they think proper for depreciation, and may set aside out of the profits of the Company such sum as they think

proper as a reserve fund, which shall at the discretion of the Directors be applicable for meeting contingencies for the gradual liquidation of any debt or liability of the Company, or for repairing, maintaining or adding to the property of the Company or otherwise promoting the interests of the Company, or shall with the sanction of the Company in General Meeting, be as to the whole or in part applicable for equalizing dividends or for distribution by way of bonus among the Members of the Company for the time being on such terms and in such manner as the Company in General Meeting may from time to time determine. The Directors may divide the reserve fund into such special funds as they think fit, with full power to employ the assets constituting the reserve fund in the business of the Company, and that without being bound to keep the same separate from the other assets.

128. The Directors may determine when any dividend or instalment shall be paid, and whether the same shall be wholly or in part a cash dividend or instalment, or wholly or in part a dividend of assets other than cash, and such dividend shall be paid or satisfied accordingly, and any of the assets for the time being of the Company representing profits shall be applicable for the purpose; and where any difficulty arises in regard to the distribution they may settle the same as they think expedient, and in particular may issue fractional certificates, and may fix the value for distribution of such assets or any part thereof, and may determine that cash payments shall be made to any Members upon the footing of the value so paid in order to adjust the rights of all parties, and may vest any specific assets in trustees upon such trusts for the persons entitled to the dividend as may seem expedient to the Directors.

129. The Directors may invest the sums from time to time set apart as a Reserve Fund upon such securities as they may select, subject to Article 7 hereof.

130. The Directors may deduct from any dividend payable to any Member all such sums of money (if any) as may be due and payable by him to the Company on any account.

131. Notice of any dividend that may have been declared shall be given to the Members in manner hereinafter mentioned.

132. No unpaid dividend or bonus shall bear interest as against the Company.

133. Unless otherwise directed, any dividend may be paid by cheque or warrant sent through the post to the registered address of the Member entitled, or in the case of joint-holders to that one whose name stands first on the Register in respect of their joint-holding, and every cheque or warrant so sent shall be made payable to the order of the person to whom it is sent.

134. A transfer of shares or stock shall not pass the right to any dividend or bonus declared thereon before the registration of the transfer.

ACCOUNTS.

135. The Directors shall cause true accounts to be kept of the sums of money received and expended by the Company, and the matters in respect of which such receipt or expenditure takes place, and of the credits and liabilities of the Company.

136. The books of account shall be kept at the Office, or at such other place or places as the Directors shall think fit.

37. The Directors shall from time to time determine whether, and to what extent in any particular case or class of cases, or generally and at what times and places and to what extent and under what conditions or regulations the account and books of the Company or any of them shall be open to the inspection of Members, and no Member shall have any right of inspecting any account or book or document of the Company, except as conferred by statute, or authorized by the Directors or by Resolution of the Company in General Meeting.

138. At the Ordinary General Meeting in every year the Directors shall lay before the Company a profit and loss account and a balance-sheet containing a summary of the property and liabilities of the Company made up to a date not being more than six months before the Meeting.

139. A printed copy of such account and balance-sheet shall, seven days previously to such Meeting, be served on such of the Members as are entitled to receive notices from the Company in the

manner in which notices are hereinafter directed to be served, and two copies of each of these documents shall at the same time be forwarded to the Secretary of the Share and Loan Department, Stock Exchange, London.

140. Every account and balance-sheet presented to an Ordinary General Meeting of the Company shall, when approved by such Meeting, be binding and conclusive upon every Member of the Company, and upon all persons having any interest in any shares or stock in the Company.

AUDIT.

141. At least once in every year, the accounts of the Company shall be examined and the correctness of the account and balance-sheet ascertained by one or more Auditor or Auditors.

142. The Company at each Annual General Meeting shall appoint an Auditor or Auditors to hold office until the next Annual General Meeting, and the following provisions shall have effect, that is to say:—

(1) If an appointment of Auditors is not made at an Annual General Meeting the Board of Trade may, on the application of any Member of the Company, appoint an Auditor for the current year and fix the remuneration to be paid to him for his services.

(2) A Director or officer of the Company shall not be capable of being appointed Auditor.

(3) The Directors may fill any casual vacancy in the office of Auditor, but while any such vacancy continues the surviving or continuing Auditor or Auditors (if any) may act.

(4) The remuneration of the Auditors shall be fixed by the Company in General Meeting, except that the remuneration of any Auditors to fill any casual vacancy may be fixed by the Directors.

(5) Every Auditor shall have a right of access at all times to the books and accounts and vouchers of the Company, and shall be entitled to require from the Directors and officers of the Company such information and explanations as

may be necessary for the performance of the duties of the Auditors, and the Auditors shall sign a certificate at the foot of the balance-sheet stating whether or not all their requirements as Auditors have been complied with, and shall make a report to the Shareholders on the accounts examined by them and on every balance-sheet laid before the Company in General Meeting during their tenure of office, and every such report shall state whether in their opinion the balance-sheet referred to in the report is properly drawn up so as to exhibit a true and correct view of the state of the Company's affairs as shown by the books of the Company, and such report shall be read before the Company in General Meeting.

(6) Any Auditor shall be re-eligible on his quitting office.

143. Every account of the Directors when audited and approved by a General Meeting shall be conclusive, except as regards any error discovered therein within three months next after the approval thereof. Whenever any such error is discovered within that period, the account shall forthwith be corrected and thenceforth shall be conclusive.

NOTICES.

144. A notice may be served by the Company upon any Member either personally or by sending it through the post in a prepaid letter, envelope or wrapper addressed to such Member at his address as appearing in the Register.

145. Each holder of registered shares whose registered place of address is not in the United Kingdom may from time to time notify in writing to the Company an address in the United Kingdom which shall be deemed his registered place of address within the meaning of the last preceding Article, and as regards those Members who have no registered place of address in the United Kingdom, a notice posted up in the Office shall be deemed to be well served on them at expiration of 24 hours after it is so posted up.

146. Any notice required to be given by the Company to the Members or any of them, and not provided for by these presents, shall be sufficiently given if given by advertisement, which shall be inserted once in two London daily newspapers.

147. All notices directed to be given to the Members shall, with respect to any share to which persons are jointly entitled, be given to whichever of such persons is named first in the Register in respect of such share, and notice so given shall be sufficient notice to all the holders of such share.

148. Any summons, notice, order or other document required to be sent to or served upon the Company, or upon any officer of the Company, may be sent or served by leaving the same or sending it through the post in a prepaid letter, envelope or wrapper addressed to the Company or to such officer at the office.

149. Any notice by the Company if served by post shall be deemed to have been served at the time when the letter, envelope or wrapper containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter, envelope or wrapper containing the notice was properly addressed and put into the post.

150. Every person who by operation of law, transfer or other means whatsoever shall become entitled to any shares shall be bound by every notice in respect of such shares which previously to his name and address being entered on the Register shall be duly given to the person from whom he derives his title to such shares.

151. Any notice or instrument delivered or sent by post or left at the registered address of any Member in persuance of these presents shall, notwithstanding such Member be then deceased, and whether or not the Company have notice of his decease, be deemed to have been duly served in respect of any registered shares, whether held solely or jointly with other persons by such Member, until some other person be registered in his stead as the holder or joint-holder thereof, and such service shall for all purposes of these presents be deemed a sufficient service of such notice or document on his or her heirs, executors or administrators, and all persons (if any) jointly interested with him or her in any such shares.

152. The signature to any notice to be given by the Company may be written or printed.

WINDING-UP.

153. If the Company shall be wound up, and the assets

available for distribution shall be insufficient to pay the whole of the paid-up capital, such assets shall be distributed so that as nearly as may be the losses shall be borne by the Members in proportion to the capital paid up or which ought to have been paid up at the commencement of the winding-up on the shares held by them respectively, other than amounts paid up in advance of calls. This Article is to be without prejudice to the rights of the holders of shares issued upon special conditions.

154. If the Company shall be wound up, the Liquidators (whether voluntary or official) may, with the sanction of an Extraordinary Resolution, divide among the contributories in specie any part of the assets of the Company, and may, with the like sanction, vest any part of the assets of the Company, in trustees, upon such trusts for the benefit of the contributories as the Liquidators with the like sanction shall think fit; and if thought fit, any such divisions may be made otherwise than in accordance with the legal rights of the Members of the Company, and in particular any class may be given preferential or special rights, or may be excluded altogether or in part; but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on, any contributory who would be prejudiced thereby shall have a right to dissent and rights ancillary thereto as if such determination were to Special Resolution passed pursuant to section 192 of the Companies (Consolidation) Act, 1908.

155. In the event of a winding-up of the Company in England every Member of the Company who is not for the time being in England shall be bound within 14 days after the passing of an effective Resolution to wind up the Company voluntarily, or after the making of an order for the winding up of the Company, to serve notice in writing on the Company, appointing some householder in London upon whom all summonses, notices, processes, orders and judgments in relation to or under the winding-up of the Company may be served, and in default of such nomination the Liquidators of the Company shall be at liberty on behalf of such Member to appoint some such person, and service upon any such appointee, whether appointed by the Member or the Liquidators, shall be deemed to be a good personal service on such Member for all purposes, and where the Liquidators

make any such appointment they shall with all convenient speed give notice thereof to such Member by advertisement in the *Times* newspaper, or by a registered letter sent through the post and addressed to such Member at his address as mentioned in the Register, and such notice shall be deemed to be served on the day following that on which the advertisement appears or the letter is posted.

INDEMNITY AND RESPONSIBILITY.

156. Every Director, Manager, Secretary and other officer ot servant of the Company shall be indemnified by the Company againsr and it shall be the duty of the Directors out of the funds of the Company to pay all costs, losses and expenses which any such officer or servant may incur or become liable to by reason of any contract entered into or act or deed done by him as such officer or servant or in any way in the discharge of his duties. The Directors may execute, in the name and on behalf of the Company, in favour of any Director or other person who may incur, or be about to incur, any personal liability for the benefit of the Company, such mortgages of the Company's property (present and future) as they think fit, and any such mortgage may contain a power of sale and such other powers covenants and provisions as shall be agreed on.

157. No Director or other officer of the Company shall be liable for the acts, receipts, neglects or defaults of any other Director or officer, or for joining in any receipt or other act for conformity, or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any money securities or effects shall be deposited, or for any loss occasioned by any error of judgment or oversight on his part, or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto, unless the same happen through his own dishonesty.

JHB.

These are the Articles adopted by the Resolution of the 27th January 1911

Pritchard Jones
Solicitors to the Company

It is requested that any reply to this letter may be addressed to the Comptroller of the Companies Department, Board of Trade, 27, Great George Street, London, S.W., (Telegraphic address: "Companies, London,") and that the following number may be quoted:—

BOARD OF TRADE,

4814. 7th February 1911

REGISTERED
15512
9 FEB 1911

COMPANIES REGISTRATION FIVE SHILLINGS

Sir,

The British Dominions Marine Insurance Company Ltd

With reference to your application of the 9th Dec. last, I am directed by the Board of Trade to inform you that they approve of the name of the above-named Company being changed to 'The British Dominions General Insurance Company, Limited'.

This communication should be tendered to the Registrar of Joint Stock Companies, Somerset House, W.C., as his authority for entering the new name on the Register, and for issuing his Certificate under Section 8 (4) of the Companies (Consolidation) Act, 1908. A Postal Order for 5/–, made payable to the Commissioners of Inland Revenue, must at the same time be forwarded to the Registrar in payment of the Registration fee.

I am, Sir,

Your obedient Servant,

N. A. Parsons

The Secretary,
The British Dominions Marine Insurance Co.Ltd,
1 Royal Exchange Avenue. E.C.

(2) Wt. 30322/163A 250 12-10 W B & L

ıphic Address—
"CREDIBLE," LONDON.

Telephone No.
1651 LONDON WALL

IE UNITED DOMINIONS INSURANCE COMPANY, LIMITED.

57, MOORGATE STREET,
LONDON, E.C.

14th February, 1911.

The Registrar of Joint Stock Companies,
Somerset House, W.C.

Sir,

Registrations 51748 and 82051.

I am this morning in receipt of the above Certificates of Registrations together with duplicates for same for which I am obliged, and now return duplicates completed as requested.

Yours faithfully,

C. J. Marriott

Secretary.

REGISTRATION OFFICE
15 FEB. 1911
COMPANIES

Enclosures (20).

DUPLICATE FOR THE FILE.

No. 82051

Certificate of Change of Name.

I hereby Certify, That The British Dominions Marine Insurance Co Limited

having, with the sanction of a **Special Resolution** of the said Company, and with the approval of the BOARD OF TRADE, changed its name, is now called the British Dominions General Insurance Company, Limited

and I have entered such new name on the Register accordingly.

Given under my hand at London, this Ninth day of February One Thousand Nine Hundred and eleven

Geo. J. Marquet

Asst. Registrar of Joint Stock Companies.

Certificate received by THE BRITISH DOMINIONS GENERAL INSURANCE COMPANY, LIMITED.

J. Gardner

SECRETARY.

Date 14th February 1911

8 SEP 1911

Special Resolution.

FIVE SHILLINGS

Passed 27th July, 1911. *Confirmed 11th August, 1911.*

At an EXTRAORDINARY GENERAL MEETING of THE BRITISH DOMINIONS GENERAL INSURANCE COMPANY, LIMITED, duly convened and held at No. 1, Royal Exchange Avenue, in the City of London, on Thursday the 27th July, 1911, the subjoined Resolution was duly passed; and at a subsequent Extraordinary General Meeting of the said Company, also duly convened and held at No. 1, Royal Exchange Avenue, in the City of London, on Friday the 11th August, 1911, the subjoined Resolution was duly confirmed:—

RESOLUTION.

That 8,000 Shares numbered 150,001 to 158,000, both inclusive, part of the original capital of the Company, in addition to the 33,000 Shares numbered 50,001 to 83,000, both inclusive, shall be called "Preference Shares" and that the rights, privileges and conditions following be attached to such Preference Shares, that is to say:—

(1) That the said 8,000 shares shall carry the right *pari passu* with the Preference Shares numbered 50,001 to 83,000, both inclusive, to a fixed Cumulative Preferential Dividend at the rate of Six per cent. per annum on the capital for the time being paid up on such shares.

(2) That the said 8,000 shares shall rank as regards dividend and return of capital *pari passu* with the Preference Shares numberd 50,001 to 83,000 and in priority to all other shares in the Company, but shall not confer any further right to participate in profits or surplus assets.

(3) That in the event of the Company being wound up, the surplus assets thereof shall be applied in the first place, in repaying to the holders of the said 8,000 shares *pari passu* with the Preference Shares numbered 50,001 to 83,000, both inclusive, the full amount paid up thereon, and that subject as aforesaid and to the rights attaching to the said last-mentioned Preference Shares, such surplus assets shall belong to and be divided amongst the other Members of the Company.

J. GARDINER,

Secretary of

THE BRITISH DOMINIONS GENERAL INSURANCE COMPANY, LIMITED.

J. Gardiner Secretary

COMPANIES' REGISTRATION OFFICE 7 SEP 1911

Special Resolution.

REGISTERED
115604
16 NOV 1911

Passed 26th October, 1911. *Confirmed 10th November, 1911.*

At an EXTRAORDINARY GENERAL MEETING of THE BRITISH DOMINIONS GENERAL INSURANCE COMPANY, LIMITED, duly convened and held at the Registered Office of the Company, 1, Royal Exchange Avenue, in the City of London, on Thursday, the twenty-sixth day of October, 1911, the subjoined Resolution was duly passed; and at a subsequent Extraordinary General Meeting of the said Company, also duly convened and held at the same place on Friday, the tenth day of November, 1911, the subjoined Resolution was duly confirmed:—

RESOLUTION.

That the Articles of Association be altered in manner following:—

The following Articles shall be inserted after Article 120 and shall be numbered respectively 120 a, 120 b, and 120 c.

120 a. The Company may exercise the powers conferred by Sec. 79 of the Companies (Consolidation) Act, 1908 and such powers shall accordingly be vested in the Directors. The Company may cause to be kept in all or any of the States of the Commonwealth of Australia or in New Zealand or in any other Colony in Australasia in which it transacts business a Branch Register or Registers of Members resident in any such Colony or Colonies as the case may be and the Directors may from time to time appoint an authority or authorities in any such Colony or Colonies in which a Branch Register is kept to approve of or reject transfers and to direct the registration of approved transfers in the Branch Register of such Colony or Colonies and every such Authority may in respect of transfers or other entries proposed to be registered in the Branch Register for which such Authority is appointed, exercise all the powers of the Directors in the same manner and to the same extent and effect as if the Directors themselves were actually present in the Colony or Colonies and exercised the same.

120 b. Subject to the provisions of the Companies' (Consolidation) Act, 1908, Section 34, and to the foregoing provisions, the Directors may from time to time make such provisions as they may think fit respecting the keeping of such Branch Register or Registers.

120 c. The Directors may comply with the requirements of any local law which, in their opinion, shall in the interests of the Company be necessary or expedient to comply with.

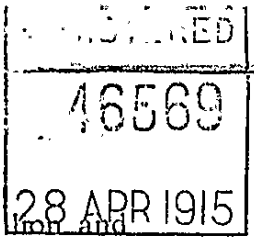
~~J. GARDINER~~,
Secretary of
THE BRITISH DOMINIONS GENERAL INSURANCE COMPANY, LIMITED.

REGISTRATION OFFICE
16 NOV 1911

Extraordinary Resolution

PASSED THE 25TH MARCH, 1915.

At an EXTRAORDINARY GENERAL MEETING of the BRITISH DOMINIONS GENERAL INSURANCE COMPANY, LIMITED, duly convened and held at the Rooms of the Institute of Directors, 4, Corbet Court, Gracechurch Street, London, E.C., on Thursday the 25th day of March, 1915, the sub-joined Resolution was duly passed as an Extraordinary Resolution :—

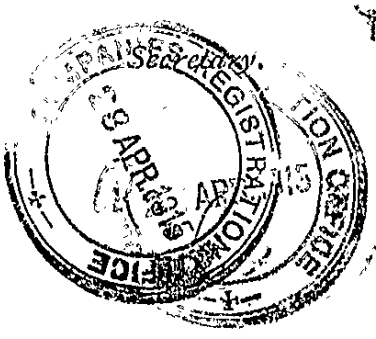


Resolution

"That the Capital of the Company be increased to One Million and Two Pounds by the creation of 133,334 Ordinary Shares of £3 each, and that such shares shall rank *pari passu* with the existing Ordinary Shares of the Company."

Handel Booth
Chairman

J. Gardiner
Secretary



Certificate No. 82051

Form No. 26.

THE BRITISH DOMINIONS GENERAL INSURANCE COMPANY, LIMITED.

STATEMENT of Increase of Nominal Capital pursuant to s. 112 of 54 and 55 Vict., ch. 39 (Stamp Act, 1891), as amended by s. 7 of 62 and 63 Vict., ch. 9 (Finance Act, 1899). (NOTE.—The Stamp Duty on an Increase of Nominal Capital is Five Shillings for every £100 or fraction of £100.)

This statement is to be filed with the Notice of Increase registered under Section 44 of the Companies (Consolidation) Act, 1908. If not so filed within 15 days after the passing of the Resolution by which the Registered Capital is increased, Interest on the Duty at the rate of 5 per cent. per annum from the passing of the Resolution is also payable (s. 5, Revenue Act, 1903.)

47553

30 APR 1915

Presented for Registration by THE BRITISH DOMINIONS GENERAL INSURANCE COMPANY, LIMITED.

SECRETARY.

1 Royal Exchange Avenue E.C.

The NOMINAL CAPITAL of the BRITISH DOMINIONS

GENERAL INSURANCE Company, Limited,

has by a Extraordinary Resolution of the Company dated 25th March, 1915.

been increased by the addition thereto of the sum of £ 400,002, divided into

133334 shares of £ 3 each beyond the Registered Capital of

Six Hundred Thousand Pounds

Signature J Kaudsen

Description Secretary

Date 29th April 1915

This statement must be signed by the Manager or by the Secretary of the Company

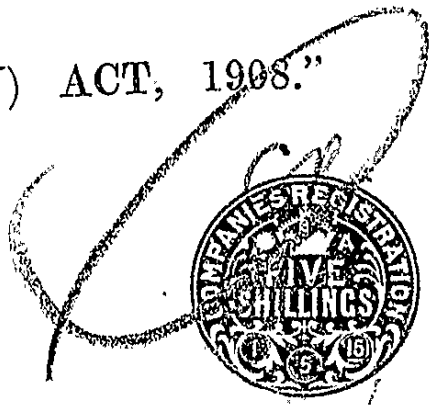
Form No. 26

NOTE.—This margin is reserved for Binding, and must not be written across.

Certificate No. 82051

Form No. 10.

"THE COMPANIES (CONSOLIDATION) ACT, 1908."

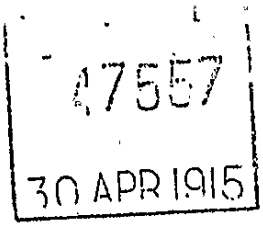


Notice of Increase in the Nominal Capital

of the BRITISH DOMINIONS

GENERAL INSURANCE Company, LIMITED.

Pursuant to Section 44.



This Notice should be signed by the Manager or by the Secretary of the Company, on page 3.

Presented for Filing by THE BRITISH DOMINIONS GENERAL INSURANCE COMPANY, Limited.

Royal Exchange Avenue, E.C.

NOTICE

Of increase in the nominal Capital of the BRITISH DOMINIONS GENERAL INSURANCE COMPANY, LIMITED.

TO THE REGISTRAR OF JOINT STOCK COMPANIES.

The BRITISH DOMINIONS GENERAL INSURANCE COMPANY, LIMITED., hereby gives you notice, in accordance with Section 44 of "The Companies (Consolidation) Act, 1908," that by a Extraordinary Resolution of the Company dated the 25th day of March, 1915., the nominal Capital of the Company has been increased by the addition thereto of the sum of Four Hundred Thousand and Two pounds, divided into 133334 Shares of £3 each, beyond the registered Capital of £ £600,000

Dated the 29th day of April 1915.

Signature J. Kaudanick Secretary

*** This Notice should be signed by the Manager or by the Secretary of the Company.

NOTE.—This margin is reserved for binding, and must not be written across.

REGISTERED
68475
17 JUL 1916

Special Resolution.

FIVE SHILLINGS

Passed 17th May, 1916. *Confirmed 7th June, 1916.*

AT an EXTRAORDINARY GENERAL MEETING of THE BRITISH DOMINIONS GENERAL INSURANCE COMPANY, LIMITED, duly convened, and held at Cannon Street Hotel, in the City of London, on Wednesday, the 17th May, 1916, the subjoined Resolution was duly passed as an Extraordinary Resolution; and at a subsequent EXTRAORDINARY GENERAL MEETING of the said Company, also duly convened, and held at British Dominions House, Royal Exchange Avenue, in the City of London, on Wednesday, the 7th June, 1916, the subjoined Resolution was duly confirmed as a **Special Resolution** :—

RESOLUTION.

"That the Articles of Association of the Company be altered as "follows, viz: by inserting in place of Articles 82, 121 and 122 the following "Articles, viz:—

(82) By substituting in Article 82 the figure £400 for £300, and inserting after the word "each" the words "as from the first day of January, 1916."

(121) "All deeds other than those mentioned in Article 122 may be in such form and "contain such powers, provisos, conditions, covenants, clauses and agreements "as the Directors shall think fit and in addition to being sealed with the seal "of the Company shall be signed by two Directors and countersigned by the "Secretary or such other officer as the Directors may from time to time appoint."

(122) "All policies, contracts of assurance, bonds, guarantees, indemnities, consents "and undertakings may be in such form and contain such powers, provisos, "conditions, covenants, clauses and agreements as the Directors shall think fit, and "it shall not be necessary for the same or any of them to be sealed with the "seal of the Company but the same and any other deeds and documents which "the Directors resolve shall not require to be sealed shall be signed by the "Secretary or such other Officer of the Company as the Directors from time to "time appoint or the Company's Attorneys and Marine Underwriting Agents "or General Managers for the time being or by some person duly authorised "by them."

J. GARDINER,
Secretary.

REGISTERED
17 JUL 1916

SIMMONS & SIMMONS,

TELEGRAPHIC ADDRESS:-
"CONTROL THREAD LONDON."
TELEPHONE No. LONDON WALL 436 & 437.

18, FINCH LANE,
CORNHILL,
LONDON, E.C. 3

4th Septr 1919

The Registrar.
Joint Stock Companies.
Somerset House.
Strand. W.C.

Dear Sir,

EAGLE, STAR & BRITISH DOMINIONS INSURANCE Coy., LTD.

Our clients, the above named Company, have handed us your letter to them of the 2nd inst.

The contract in respect of the 20,000 shares has not been filed as the stamp duty on the same has not yet been assessed. The Adjudication Department have raised several queries which are now receiving our attention. As soon as the duty has been assessed we will stamp the contract and file the same. In the meantime it is in our possession and can be inspected here by anybody desiring to do so.

Yours truly,

Simmons & Simmons

COMPANIES REGISTRATION 4 SEP 19

Special Resolutions.

Passed 23rd June, 1916. *Confirmed 10th July*, 1916.

AT an EXTRAORDINARY GENERAL MEETING of THE BRITISH DOMINIONS GENERAL INSURANCE COMPANY, LIMITED, duly convened, and held at the Registered Office of the Company, British Dominions House, Royal Exchange Avenue, in the City of London, on Friday, the 23rd June, 1916, the subjoined Resolutions were duly passed as Extraordinary Resolutions; and at a subsequent EXTRAORDINARY GENERAL MEETING of the said Company, also duly convened, and held at British Dominions House, Royal Exchange Avenue, in the City of London, on Monday, the 10th July, 1916, the subjoined Resolutions were duly confirmed as **Special Resolutions**:—

RESOLUTIONS.

(1) "That (to enable the Company to carry on the businesses hereinafter mentioned which under existing circumstances may conveniently and advantageously be combined with its existing business) the Memorandum of Association of the Company be altered in the manner following, viz.:—

By including among the objects for which the Company is established the following:—

To carry on in the United Kingdom and elsewhere the business of life insurance in all its branches, and any future developments of such business.

To grant and effect insurances of all kinds whether now known or hereafter devised in consideration of payments made either in a single sum or by instalments over any term and to contract to make payments of money either of a fixed amount or of an amount to be ascertained at a future period upon the happening of any contingency or contingencies and either after or before the expiration of any period or upon the happening or failure of any event or events or in any other event contingent or certain and in particular to contract to make any such payment upon the death of any person or persons or of any one or more of any specified persons or the death of the last survivor of any two or more persons or upon the happening of any marriage or birth or failure of issue or upon the attainment by any person of full age or any other age or the expiration of any period during the life or lives or after the death or deaths of any person or persons or upon the happening of any event whether connected with the life death birth or survival of any person or persons or otherwise which may affect the right or title to or expectancy of any property real or personal or upon the happening of any other event or combination of events whatsoever and to combine in any one policy of insurance any or all of the foregoing.

To grant annuities of all kinds and to contract to make periodical payments whether dependent upon the duration of any human life or lives or for a fixed period or for a period dependent on any contingency or contingencies or perpetual or otherwise howsoever and whether immediate or deferred certain or contingent.

To give to any class or section or to several classes or sections of policy holders special privileges advantages or rights over and in relation to any fund or funds or profits of any branch or section of a branch of the business of the Company with power to vary the same.

To Purchase sell deal in or advance money upon life interests reversions remainders contingent interests policies of insurance interests in property present or future determinable or depending on any contingency or absolute and to purchase or otherwise acquire any further or outstanding interest in any property wherein the Company has already acquired a partial interest and in particular any remainder where the Company has the life interest or any life interest where the Company has the remainder with the view of completing the title of the Company to such property.

To advance money upon the security or purchase procure the surrender or extinguish or otherwise deal with any policy of insurance annuity or other contract or grant made executed or granted by the Company.

To re-assure or counter-assure all or any risks or parts of risks and to undertake all kinds of re-assurance and counter-assurance connected with any of the businesses aforesaid.

AND that the Directors of the Company are hereby directed to petition the High Court of Justice to confirm the alterations above-mentioned."

(2) "That the existing Articles of Association of the Company shall no longer apply to the Company and that in lieu thereof the Articles of Association already prepared, a print whereof has been initialled by Percy Coleman Simmons a Solicitor of the Supreme Court for the purpose of identification, be adopted by the Company and that the Secretary be directed forthwith to register the same with the Registrar of Joint Stock Companies."

J. GARDINER,
Secretary.

COMPANY LIMITED BY SHARES.

Articles of Association

OF

The British Dominions General Insurance Co., Limited.

TABLE A.

1. The Regulations in Table "A" in the First Schedule to the Companies (Consolidation) Act, 1908, shall not apply to the Company.

INTERPRETATION.

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

Words.	Meanings.
The Company	The British Dominions General Insurance Co., Limited.
The Statutes	The Companies (Consolidation) Act, 1908, and every other Act for the time being in force concerning Joint Stock Companies and affecting the Company.
These presents	These Articles of Association or other the regulations of the Company from time to time in force.
The Office	The Registered Office of the Company.
Special Resolution	The meaning assigned by section 69 of the Companies (Consolidation) Act, 1908.
Extraordinary Resolution	The meaning assigned by section 69 of the Companies (Consolidation) Act, 1908.
The Directors	The Directors for the time being of the Company.

COMPANIES REGISTRATION

WORDS.	MEANINGS.
Seal	The Common Seal of the Company.
Month	Calendar month.
Year	Year from 1st January to the 31st December, both inclusive.
In writing	Written, printed, typewritten or lithographed, or partly one and partly another.
Register	The Register of Members of the Company.

And words importing the singular number only shall include the plural number, and *vice versâ*.

And words importing the masculine gender only shall include the feminine gender and words importing persons shall include corporations.

3. Subject as aforesaid any words defined in the Statutes shall, if not inconsistent with the subject or context, bear the same meaning in these presents.

BUSINESS.

4. The Company in 1904 entered into the agreements referred to in the Memorandum of Association and certain of the said agreements have been modified. The Company shall as far as has not already been done carry the said agreements as modified into effect with full power from time to time to agree to any further modifications thereof. It shall be no objection to the said agreements or any of them that the parties thereto or some of them, were promoters and/or Directors, and/or stood in a fiduciary position to the Company, or that there was no independent Directorate, and every Member of the Company, present and future, is to become a Member of the Company on these express terms.

5. Any branch or kind of business which by the Memorandum of Association of the Company or these presents is either expressly or by implication authorized to be undertaken by the Company, may be undertaken by the Directors at such time or times as they shall think fit, and further may be suffered by them to be in abeyance whether such branch or kind of business may have been actually commenced or not, so long as the Directors may deem it expedient not to com-

mence or proceed with such branch or kind of business, but the Company will not without the consent of the holders of not less than three-fourths of the shares for the time being issued engage in any business other than that of marine insurance and cognate risks.

6. The consent required by the Memorandum of Association to carry on all or any one or more of the businesses enumerated in paragraph 3 sub-sections (G) to (U) of the said Memorandum of Association was duly given on the 31st day of October, 1910 (as certified by J. Phillips Crawley, Notary Public, on the 29th day of October, 1914), by the Shareholders of the Company holding more than three-fourths of the then issued shares of the Company as required by the said Memorandum of Association, and the Company is empowered to carry on all the businesses enumerated in paragraph 3 sub-sections (G) to (U) of the said Memorandum of Association.

7. No part of the funds of the Company shall be employed by the Directors of the Company in the purchase or lent upon the security of the Company's shares.

SHARES.

8. Save as provided by these presents or by contract to the contrary, the shares shall be at the disposal of the Directors and they may allot or otherwise dispose of them to such persons at such times and on such terms as they think proper.

9. As regards all allotments the Directors shall comply with section 88 of the Companies (Consolidation) Act, 1908.

10. Upon any offer of shares to the public for subscription, the Company may pay a commission to any person or persons or company in consideration of his or their subscribing or agreeing to subscribe whether absolutely or conditionally for any shares in the Company or procuring or agreeing to procure subscriptions whether absolute or conditional for any shares in the Company, but such commission if paid in cash shall not exceed 25 per cent. on the nominal amount of the shares so offered. The power by this article conferred on the Company may be exercised by the Directors.

11. If two or more persons are registered as joint-holders of any share, any one of such persons may give effectual receipts for any dividends, bonuses or other moneys payable in respect of such share.

12. No person shall be recognised by the Company as holding any share upon any trust and the Company shall not save as ordered by a Court of competent jurisdiction or as by Statute required be bound by or recognize any equitable contingent future or partial interest in any share or any interest in any fractional part of a share or (except only as by these presents or otherwise expressly provided) any other right in respect of any share except an absolute right to the entirety thereof in the Registered Holder.

13. Every registered Member shall without payment be entitled to one certificate under the seal signed by at least two Directors and countersigned by the Secretary, for all his registered shares, or on payment of such sum not exceeding two shillings and sixpence per certificate as the Directors may from time to time require to several certificates each for a part of such shares.

14. Every certificate of shares shall specify the number of the shares in respect of which it is issued and the amount paid up thereon; provided that in the case of jointholders the Company shall not be bound to issue more than one certificate to all the joint-holders of all their registered shares, or several certificates each for a part of such shares, and delivery of such certificate or certificates to any one of them shall be sufficient delivery to all.

15. If any such certificate be worn out or lost it may be renewed on such evidence being produced as the Directors shall require, and in the case of wearing out on delivery up of the old certificate, and in the case of loss on the execution of such indemnity (if any), and in either case on payment of such sum not exceeding one shilling as the Directors may from time to time require.

16. The Company shall have a first and paramount lien and charge on all the shares not fully paid up registered in the name of a Member (whether solely or jointly with others) for his debts, liabilities and engagements, either alone or jointly with any other person, whether a Member or not to do with the Company, whether the period for the payment, fulfilment or discharge thereof shall have actually arrived or not, and no equitable interest shall be created in any shares except upon the footing and condition that Article 12 hereof is to have full effect. Such lien shall extend to all dividends or bonuses

from time to time declared in respect of such shares. Unless otherwise agreed the registration of a transfer of shares shall operate as a waiver of the Company's lien (if any) on such shares.

17. For the purpose of enforcing such lien, the Directors may sell the shares subject thereto in such a manner as they think fit. The net proceeds of any such sale shall be applied first in or towards the satisfaction of any expenses incurred in connection with such debts, liabilities and engagements and secondly in or towards satisfaction of the amount due, and the residue (if any) shall be paid to the Member or the person (if any) entitled by transmission to the shares.

18. Upon any such sale as aforesaid the Directors may enter the purchaser's name in the Register as holder of the shares, and the purchaser shall not be bound to see to the regularity or validity of or be affected by any irregularity or invalidity in the proceedings, nor be bound to see to the application of the purchase-money, and after his name has been entered in the Register the validity of the sale shall not be impeached by any person, and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

19. No Member shall be entitled to receive any dividend or bonus or to be present or vote at any General Meeting either personally or by proxy, or as proxy for another Member, or upon any poll, or to exercise any privileges as a Member until he shall have paid all calls or other sums for the time being due and payable on every share held by him, whether alone or jointly with any other person, together with interest and expenses (if any).

CALLS ON SHARES.

20. The Directors may, subject to the regulations of these presents, from time to time make such calls upon the Members in respect of all moneys unpaid on their shares, and not by the conditions of allotment thereof made payable at fixed times as they think fit, provided that 14 days' notice at least is given of each call, and each Member shall be liable to pay the amount of every call so made upon him to the persons and at the times and places appointed

by the Directors. Any call may be made payable in one sum or by instalments.

21. No call shall exceed 50 per cent. of the nominal amount of a share, and at least one month shall intervene between the time appointed for the payment of one call and that appointed for the payment of the next succeeding call (if any).

22. A call shall be deemed to have been made at the time when the Resolution of the Directors authorizing such call was passed.

23. The joint-holders of a share shall be jointly and severally liable for the payment of calls and instalments in respect thereof.

24. If before or on the day appointed for payment thereof a call or instalment payable in respect of a share be not paid, the holder for the time being of the share shall pay interest on the amount of the call or instalment at such rate not exceeding 10 per cent. per annum from the day appointed for payment thereof to the day of actual payment as the Directors shall from time to time determine.

25. Any sum which by the terms of allotment of a share is made payable on allotment or at any fixed date shall for all purposes of these presents be deemed to be a call duly made and payable on the date fixed for payment, and in case of non-payment the provisions of these presents as to payment of interest and expenses, forfeiture and the like, and all other the relevant provisions of these presents, shall apply as if such sums were a call duly made and notified as hereby provided.

26. The Company may from time to time make arrangements on the issue of any shares for a difference between the holders of such shares in the amount of calls to be paid and the times of payment of such calls, and if by the conditions of allotment of any share the whole or part of the amount thereof or issue price shall be payable by instalments, every such instalment shall when due be paid to the Company by the Registered holder of the share or his legal personal representatives.

27. The Directors may, if they think fit, receive from any Member willing to advance the same, all or any part of the moneys

due upon his shares beyond the sum actually called up thereon, and upon the moneys so paid in advance, or so much thereof as exceeds the amount for the time being called up on the shares in respect of which such advance has been made, the Company may pay or allow interest at such rate as may be agreed upon between the Directors and the Members paying such sum in advance.

TRANSFER OF SHARES.

28. Subject to the restrictions of these presents, any Member may transfer all or any of his shares, but every transfer must be in writing and in the usual common form, and must be left at the Office for registration, accompanied by the certificate of the shares to be transferred, and such other evidence (if any) as the Directors may require to prove the title of the intending transferor or his right to transfer the shares.

29. The instrument of transfer of a share shall be signed both by the transferor and transferee, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof.

30. All instruments of transfer which shall be registered shall be retained by the Company, but any instrument of transfer which the Directors may decline to register shall (except in any case of fraud) be returned to the party presenting the same.

31. The Directors may decline to register a transfer of shares on which the Company has a lien, and may in their discretion, and without assigning any reason therefor, refuse to register the transfer of any share not being a fully paid share.

32. Such fee, not exceeding 2s. 6d., for each transfer as the Directors may from time to time determine, may be charged for registration of a transfer.

33. The Transfer Books and Register may be closed during the 21 days immediately preceding every Ordinary General Meeting of the Company, and at such other times (if any) and for such period as the Directors may from time to time determine, provided always that they shall not be closed for more than 30 days in any year.

TRANSMISSION OF SHARES.

34. The executors or administrators of a deceased Member, not being one of several joint-holders, shall be the only persons recognised by the Company as having any title to the shares registered in the name of such Member, and in the case of the death of any one or more of the joint-holders of any registered shares, the survivors shall be the only persons recognised by the Company as having any title to or interest in such shares.

35. Any person becoming entitled to a share in consequence of the death or bankruptcy of any Member may, upon producing such evidence that he sustains the character in respect of which he proposes to act under this Article, or of his title as the Directors think sufficient, may, with the consent of the Directors (which they shall not be under any obligation to give), be registered a Member in respect of such shares, or may, subject to the regulations as to transfers hereinbefore contained, transfer such shares. This Article is hereinafter referred to as "the Transmission Article."

36. If the person so becoming entitled shall elect to be registered himself, he shall deliver or send to the Company a notice in writing signed by him and stating that he so elects. For all purposes of these articles relating to the registration of transfers of shares, such notice shall be deemed to be a transfer, and the Directors shall have the same power of refusing to give effect thereto by registration as if the event upon which the transmission took place had not occurred, and the notice were a transfer executed by the person from whom the title by transmission is derived.

37. If the person so entitled shall elect to have his nominee registered, he shall testify his election by executing to his nominee a transfer of such share. The Directors shall have, in respect of transfers so executed, the same power of refusing registration as if the event upon which the transmission took place had not occurred, and the transfer were a transfer executed by a person from whom the title by transmission is derived.

38. A person entitled to a registered share by transmission shall be entitled to receive, and may give a discharge for, any dividends, bonuses or other moneys payable in respect of the share,

but he shall not be entitled to receive notices of or to attend or vote at Meetings of the Company, or, save as aforesaid, to any of the rights or privileges of a Member, unless and until he shall have become a Member in respect of the shares.

FORFEITURE OF SHARES.

39. If any Member fails to pay the whole or any part of any call or instalment on or before the day appointed for the payment thereof, the Directors may at any time thereafter, during such time as the call or instalment or any part thereof remains unpaid, serve a notice on him requiring him to pay such call or instalment, or such part thereof as remains unpaid, together with interest and any expenses that may have accrued by reason of such non-payment.

40. The notice shall name a further day, not being less than seven days from the date of the notice, on or before which such call or instalment, or such part as is aforesaid, and all interest and expenses that have accrued by reason of such non-payment, are to be paid. It shall also name the place where payment is to be made, and shall state that in the event of non-payment at or before the time and at the place appointed, the shares in respect of which such call or instalment was made payable will be liable to be forfeited.

41. If the requisitions of any such notice as aforesaid be not complied with, any share in respect of which such notice has been given may at any time thereafter, before payment of all calls and instalments, interest and expenses due in respect thereof has been made, be forfeited by a Resolution of the Directors to that effect. Every forfeiture shall include all dividends declared in respect of the forfeited share and not actually paid before the forfeiture.

42. When any share has been forfeited in accordance with these presents, notice of the forfeiture shall forthwith be given to the holder of the share or the person entitled to the share, by transmission, as the case may be, and an entry of such notice having been given, and of the forfeiture with the date thereof, shall forthwith be made in the Register, opposite to the share; but the provisions of this Article are directory only, and no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make such entry as aforesaid.

43. Notwithstanding any such forfeiture as aforesaid, the Directors may, at any time before the forfeited share has been otherwise disposed of, permit the share so forfeited to be redeemed, upon the terms of payment of all calls and interest due upon and expenses incurred in respect of the share, and upon such further terms (if any) as they shall think fit.

44. Every share which shall be forfeited shall thereupon become the property of the Company, and may be either sold or re-allotted or otherwise disposed of either to the person who was before forfeiture the holder thereof or entitled thereto, or to any other person upon such terms and in such manner as the Directors shall think fit.

45. A Member whose shares have been forfeited shall notwithstanding be liable to pay to the Company all calls made and not paid on such shares at the time of forfeiture, and interest thereon to the date of payment, in the same manner in all respects as if the shares had not been forfeited, and to satisfy all (if any) the claims and demands which the Company might have enforced in respect of the shares at the time of forfeiture, without any deduction or allowance for the value of the shares at the time of forfeiture.

46. The forfeiture of a share shall involve the extinction at the time of forfeiture of all interest in and all claims and demands against the Company in respect of the share and all other rights and liabilities incidental to the share as between the Member whose share is forfeited and the Company, except only such of those rights and liabilities as are by these presents expressly saved, or as are by the Statutes given or imposed in the case of past Members.

47. A statutory declaration in writing that the declarant is a Director of the Company, and that a share has been duly forfeited in pursuance of these presents, and stating the time when it was forfeited shall as against all persons claiming to be entitled to the share adversely to the forfeiture thereof, be conclusive evidence of the facts therein stated; and such declaration, together with a certificate of proprietorship of the share under the seal, delivered to a purchaser or allottee thereof, shall constitute a good title to the share, and the new holder thereof shall be discharged from all calls made prior to such purchase or allotment, and shall not be bound to see to the application

of the purchase money, nor shall his title to the share be affected by any past omission or irregularity relating to or connected with the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the share.

INCREASE OF CAPITAL.

48. The Company in General Meeting may by Extraordinary Resolution from time to time, whether all the shares for the time being created shall have been issued or not, or all the shares for the time being issued shall have been fully called up or not, increase its capital by the creation of new shares, such aggregate increase to be of such amount and to be divided into shares of such respective amounts as the Company by the Resolution creating such new shares directs.

49. Any capital raised by the creation of new shares shall be subject to the same provisions with reference to the payment of calls or instalments, commissions, transfer, transmission, forfeiture, lien and otherwise, as if it had been part of the original capital.

ALTERATIONS OF CAPITAL.

50. The Company may by Special Resolution so far modify the conditions contained in its Memorandum of Association as to do the following things or any of them :—

(A) Consolidate and divide its capital into shares of a larger amount than its existing shares.

(B) By sub-division of its existing shares or any of them divide its capital or any part thereof into shares of smaller amount than is fixed by its Memorandum of Association, and if thought fit determine that as between the holders of the shares resulting from such sub-division one or more of such shares shall have some preference or special advantages as regards dividend, capital, voting or otherwise over and as compared with the others or other.

(C) Reduce its capital in any manner authorized by the Statutes.

51. Anything done in pursuance of the last preceding Article shall be done in manner provided by the Statutes so far as they shall

be applicable, and so far as they shall not be applicable in accordance with the terms of the Special Resolution authorizing the same, and so far as such Resolution shall not be applicable in such manner as the Directors deem most expedient.

52. With the sanction of the Court capital may be paid off upon the footing, and the result shall be, that the amount paid off may be called up again, in the same manner as if it had never been paid up.

PREFERENCE SHARES.

53. Save as provided by contract to the contrary, any shares forming part of the original capital of the Company or from time to time to be created may from time to time be issued with any such guarantee or any such right of preference, whether in respect of dividend or of repayment of capital or both, or any such other special privilege or advantage over any other shares previously issued or then about to be issued (other than shares issued with a preference), or at such a premium or with such deferred rights as compared with any shares previously issued or then about to be issued, or subject to any such conditions or provisions, and with any such right or without any right of voting, and generally on such terms as the Company may from time to time by Special Resolution of a General Meeting declare.

54. The capital of the Company is £1,000,002 divided into 41,000 Preference Shares of £3 each, and 292,334 Ordinary Shares of £3 each. The rights, privileges and conditions following are attached to such Preference Shares, that is to say:—

(1) That the said Preference Shares shall carry the right to a fixed cumulative Preferential dividend at the rate of six per cent. per annum on the capital for the time being paid up on such shares.

(2) The said shares shall rank both as regards dividend and return of capital in priority to all other shares in the Company, but shall not confer any further right to participate in profits or surplus assets.

(3) That in the event of the Company being wound up the surplus assets thereof shall be applied in the first

place in repaying to the holders of the said Preference Shares the full amount paid up thereon and that subject as aforesaid such surplus assets shall belong to and be divided among the other Members of the Company.

ALTERATION OF RIGHTS.

55. All or any of the rights and privileges belonging to any preference or deferred shares or to any other special class of shares issued by the Company at any time may be affected, extinguished, altered, modified or dealt with by agreement between the Company and any person purporting to contract on behalf of that class, provided such agreement is ratified in writing by the holders of at least three-fourths of the nominal amount of the issued shares of that class or is confirmed by an Extraordinary Resolution passed at a separate General Meeting of the holders of shares of that class, and all the provisions hereinafter contained as to General Meetings shall *mutatis mutandis* apply to every such Meeting, but so that the quorum thereof shall be Members holding or representing by proxy three-fourths of the nominal amount of the issued shares of that class.

GENERAL MEETINGS.

56. A General Meeting of the Company shall in accordance with section 64 of the Companies (Consolidation) Act, 1908, be held once at the least in every calendar year at such time and place as may be prescribed by the Directors.

57. The above-mentioned General Meetings shall be called Ordinary Meetings. All other General Meetings shall be called Extraordinary Meetings.

58. The Directors may call an Extraordinary Meeting whenever they think fit.

59. The Directors shall on the request of the holders of not less than one-tenth of the issued capital of the Company upon which all calls or other sums then due have been paid, forthwith proceed to convene an Extraordinary Meeting, and the following provisions shall have effect:

(1) The requisition must state the objects of the Meeting and must be signed by the requisitionists and

deposited at the Office, and may consist of several documents in like form each signed by one or more requisitionists.

(2) If the Directors do not proceed to cause a Meeting to be held within 21 days from the date of the requisition being so deposited, the requisitionists, or a majority of them in value, may themselves convene the Meeting, but any Meeting so convened shall not be held after three months from the date of such deposit.

(3) If at any such Meeting a Resolution requiring confirmation at another Meeting be passed, the Directors shall forthwith convene a further Extraordinary Meeting for the purpose of considering the Resolution, and if thought fit, of confirming it as a Special Resolution, and if the Directors do not convene the Meeting within seven days from the date of the passing of the first Resolution, the requisitionists, or a majority of them in value, may themselves convene the Meeting.

(4) Any Meeting convened under this Article by the requisitionists shall be convened in the same manner as nearly as possible as that in which Meetings are to be convened by Directors.

60. Any Member entitled to be present and vote at a Meeting may submit any resolution to any General Meeting, provided that at least the prescribed time before the day appointed for the Meeting he shall have served upon the Company a notice in writing signed by him containing the proposed resolution and stating his intention to submit the same. The prescribed time above-mentioned shall be such that, between the date that the notice is served or deemed to be served, and the day appointed for the Meeting, there shall be not less than three nor more than fourteen intervening days.

61. Seven days' notice at least (exclusive of the day on which the notice is served, or deemed to be served, but inclusive of the day for which the notice is given) specifying the place, the day and the hour of Meeting, and in the case of special business the general nature of such business, shall be given in manner hereinafter mentioned to the Members. But the accidental omission to

give such notice to or the non-receipt of such notice by any Member shall not invalidate any Resolution passed or proceedings at any such Meeting.

PROCEEDINGS AT GENERAL MEETINGS.

62. All business shall be deemed special that is transacted at an Extraordinary Meeting, and all that is transacted at an Ordinary Meeting shall also be deemed special, with the exception of sanctioning a dividend, the consideration of the accounts and balance-sheets and the ordinary reports of the Directors and Auditors, and any business which under these Articles ought to be transacted at an Ordinary Meeting.

63. No business shall be transacted at any General Meeting unless the requisite quorum is present when the Meeting proceeds to business. Three Members personally present shall be a quorum for all purposes.

64. The Chairman (if any) of the Board of Directors shall preside at every General Meeting, but if there be no such Chairman, or if at any Meeting he shall not be present within 15 minutes after the time appointed for holding the same, or shall be unwilling to act as Chairman, the Members present shall choose some Director, or if no Director be present, or if all the Directors present decline to take the Chair, they shall choose some Member present to be Chairman of the Meeting.

65. If within half-an-hour from the time appointed for the holding of a General Meeting a quorum be not present, the Meeting if convened on the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, and at the same time and place; and if at such adjourned Meeting a quorum is not present within half-an-hour from the time appointed for holding the Meeting, any two Members personally present shall be a quorum, and may transact the business for which the Meeting was called.

66. The Chairman, with the consent of any Meeting at which a quorum is present, may adjourn the Meeting from time to time and from place to place, as the Meeting shall determine. Whenever a Meeting is adjourned for 10 days or more, notice of the

adjourned Meeting shall be given in the same manner as of an original Meeting, save as aforesaid the Members shall not be entitled to any notice of an adjournment or of the business to be transacted at an adjourned Meeting. No business shall be transacted at any adjourned Meeting other than the business which might have been transacted at the Meeting from which the adjournment took place.

67. At every General Meeting a Resolution put to the vote of the Meeting shall be decided on a show of hands by a majority of the Members present in person and entitled to vote, unless before or upon the declaration of the result of the show of hands a poll be demanded by the Chairman or in writing by one or more members holding or representing by proxy or entitled to vote in respect of at least 5,000 shares. Unless a poll be so demanded a declaration by the Chairman of the Meeting that a Resolution has been carried or has been carried by a particular majority, or lost or not carried by a particular majority, shall be conclusive, and any entry to that effect in the books of proceedings of the Company shall be sufficient evidence thereof without proof of the number or proportion of the votes recorded in favour of or against such Resolution.

68. If a poll be demanded in manner aforesaid, it shall be taken at such time and place and in such manner as the Chairman shall direct, and the result of the poll shall be deemed to be the Resolution of the Meeting at which the poll was demanded.

69. Any poll duly demanded on the election of a Chairman of a Meeting or on any question of adjournment, shall be taken at the Meeting and without adjournment.

70. In case of an equality of votes, either on a show of hands or at the poll, the Chairman of the Meeting at which the show of hands takes place, or at which the poll is demanded, as the case may be, shall be entitled to a further or casting vote.

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

72. Where it is proposed to pass a Special Resolution two Meetings may be convened by one and the same notice, and there

shall be no objection if such notice only convenes the second Meeting contingent on the Resolution being passed by the requisite majority at the first Meeting.

VOTES OF MEMBERS.

73. Votes may be given either personally or by proxy.

74. On a show of hands every Member personally present and not disentitled to vote shall have one vote only. In case of a poll every Member shall have one vote for every share held by him. No Member present only by proxy shall be entitled to vote on a show of hands, unless such Member is a corporation present by proxy who is not himself a Member of the Company, in which case such proxy may vote as a Member.

75. Any person entitled under the Transmission Article to transfer any shares may vote at any General Meeting in respect thereof in the same manner as if he were the Registered Holder of such shares, provided that 48 hours at least before the time of holding the Meeting at which he proposes to vote, he shall satisfy the Directors of his right, unless the Directors shall have previously admitted his right to vote at such Meeting in respect thereof.

76. If two or more persons be jointly entitled to a share any one of such persons may vote at any Meeting either personally or by proxy in respect of such share as if he were solely entitled thereto; and if more than one of such joint-holders be present at any Meeting, personally or by proxy, that one of the said persons so present whose name stands first on the Register in respect of such share, shall alone be entitled to vote in respect thereof.

77. No Member shall be entitled to vote at any Meeting in respect of any share that he has acquired by instrument of transfer, unless the transfer of the share in respect of which he claims to vote shall have been left with the Company for registration at least one month previously to the time of holding the Meeting at which he proposes to vote and shall have been registered.

78. If any Member be a lunatic, idiot, or *non compos mentis*, he may vote by his Committee, *curator bonis*, or other legal curator; any

such last-mentioned persons may give their votes personally or by proxy.

79. The instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney, or if such appointor be a corporation under its common seal (if any), and if none then under the hand of some officer duly authorized in that behalf. No person shall act as a proxy who is not a Member of the Company and qualified to vote, save that a corporation being a Member may appoint as its proxy one of its officers who may not happen to be a Member of the Company.

80. Any instrument appointing a proxy, whether for a special Meeting or otherwise, shall as nearly as circumstances will admit be in the following form, or to the effect following :—

"THE BRITISH DOMINIONS GENERAL INSURANCE CO., LIMITED.

"I , a Member of 'The British Dominions "General Insurance Co., Limited,' and entitled to votes, "hereby appoint , of , "another Member of the Company, to vote for me and on my "behalf at the Ordinary (or Extraordinary as the case may be) "General Meeting of the Company, to be holden on the "day of , and at every adjournment thereof.

"As witness my hand this day of 19 ."

Or in such other form as the Directors shall from time to time approve.

81. The instrument appointing a proxy, and the power of attorney (if any) under which it is signed, shall be deposited at the office at least 48 hours before the time appointed for holding the Meeting or adjourned Meeting (as the case may be) at which the person so named in such instrument proposes to vote, otherwise the person so named shall not be entitled to vote in respect thereof. No instrument appointing a proxy shall be valid after the expiration of 12 calendar months from the date of its execution.

82. Forms of proxy ready stamped at the expense of the Company may be sent out to members for the purpose of recording their votes at any particular General or Extraordinary General Meeting whenever the Directors shall in their discretion think it

expedient, and such forms may either give the proxy liberty to vote as he thinks proper, or may direct him to vote in a particular manner.

83. Any Member residing out of the United Kingdom may by power of attorney appoint any person, a Member of the Company, to be his attorney for the purpose of voting or otherwise acting on behalf of the Member at any Meeting, and such power may be a special power limited to any particular Meeting or general power extending to all Meetings at which such Member is entitled to vote. Every such power shall be produced at the Office and left there for at least 48 hours before being acted upon.

84. A vote given in accordance with the terms of an instrument of proxy or power of attorney shall be valid notwithstanding the previous death of the principal or the revocation of the proxy or power of attorney, or transfer of the share in respect of which the vote is given, provided no intimation in writing of the death, revocation or transfer shall have been received at the Office before the Meeting.

DIRECTORS.

85. The Directors shall not be less than five nor more than nine in number.

86. The Directors of the Company shall be Frederick Handel Booth, Harry Timbs Gullick, Alexander George Mackenzie, Patrick Hugh Marshall, Edward Mortimer Mountain, Frank Rogerson, William Wallace Seymour, George Wigley and Charles Williams.

87. The qualification of a Director shall be the holding of shares of the Company of the nominal amount of £500.

88. The Directors shall be paid out of the funds of the Company by way of remuneration for their services the sum of £400 per annum each, and the Chairman of the Board such additional sum not exceeding £250 as may be fixed by the Directors. All remuneration under this Article shall be deemed to accrue *de die in diem*, and shall be paid by quarterly instalments.

89. The Directors shall be paid all their travelling and other expenses properly and necessarily expended by them in and about the business of the Company, including their travelling and other expenses incurred in attending the Board Meetings of the Company, and if any Director shall be required to perform extra services or go

or reside abroad, or shall otherwise be specially occupied about the Company's business, he shall be entitled to receive a remuneration to be fixed by the Board or at the option of such Director by the Company in General Meeting, and such remuneration may be either in addition to or substitution for any remuneration provided in the last preceding Article.

90. The Directors shall keep at the Office a Register containing the names, addresses and occupations of its Directors or Managers, and send to the Registrar of Joint Stock Companies a copy of such Register, and shall from time to time notify to him any change that takes place in such Directors or Managers.

POWER OF DIRECTORS.

91. The business of the Company shall, subject as herein provided, be managed by the Directors, who may exercise all such powers of the Company, and do on behalf of the Company all such acts as may be exercised and done by the Company, and as are not by the Statutes or by these presents required to be exercised or done by the Company in General Meeting, subject nevertheless to any regulations of these presents, to the provisions of the Statutes and to such regulations (being not inconsistent with the aforesaid regulations or provisions) as may be prescribed by the Company in General Meeting; but no regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.

92. In particular and without limiting the general powers conferred upon them, the Directors may dispose of any of the rights, privileges and properties belonging to the Company, and of any branches of any business carried on by the Company, for cash, or shares or debentures, or securities of any company, or partly for one and partly for the other or others, and generally on such terms as they think fit; and they may determine in what proportions the proceeds of sale and realisations of such rights, privileges and properties respectively ought to be apportioned between revenue and capital. The Directors may also pay all costs, charges and expenses incurred by any person or corporation preliminary and incidental to the promotion, formation, establishment, and registration of the Company.

93. In particular, and without limiting the general powers conferred upon them, the Directors may purchase or accept a transfer of or otherwise acquire the whole or any part of the business, or property of any person, company, partnership, or association, carrying on or formed for the purpose of carrying on any business included amongst the objects of the Company, and the estate or interest of any shareholders therein, or of any other persons on such terms as the Directors shall determine, and may pay for the same either in cash or in shares partly or fully paid up, or in such other manner as the Company shall approve, and for all or any of the purposes aforesaid may enter into agreements, contracts, and undertakings and give indemnities and securities for the due performance thereof, or such other assurances as the Directors shall determine.

94. The directors may make such applications to the Court or other authority with respect to the funds deposited in Court on behalf of the Company, and the investment and the receipt of the income thereof, and the return thereof to the Company and otherwise with respect to acts in relation thereto as may be deemed expedient.

95. Upon any Director, Manager, or other officer or servant of the Company retiring from his office or duties, the Directors may grant to him in consideration of his services to the Company such sum of money, pension, or annuity as they may think fit.

96. The continuing Directors at any time may act nothwithstanding any vacancy in their body, provided always that in case the Directors shall at any time be reduced in number to less than five, it shall be lawful for the remaining Directors to act as Directors for the purpose of filling up vacancies in their body, but not for any other purpose.

97. To establish and support or to aid in the establishment and support of Associations or Institutions calculated to benefit persons employed by the Company or having dealings with the Company, and to subscribe or guarantee money for any charitable or benevolent purposes or for any exhibition, or for any public, general or useful object.

BORROWING POWERS.

98. The Directors may from time to time at their discretion raise or borrow or secure the payment of any sum or sums of

money for the purpose of the Company, but so that the amount at any time owing in respect of moneys so raised, borrowed or secured shall not without the sanction of a General Meeting exceed the nominal amount of the capital; nevertheless no lender or other person dealing with the Company shall be concerned to see or enquire whether this limit is observed.

99. The Directors may raise or secure the repayment of such moneys in such manner and upon such terms and conditions as they may think fit, and in particular by the issue of debentures or debenture stock of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being.

100. Any debentures, debenture stock, bonds or other securities may be issued at a discount, premium or otherwise, and with any special privileges as to redemption, surrender drawings, allotment of shares, attending at General Meetings of the Company, appointment of Directors and otherwise.

101. The Directors shall duly comply with the requirements of section 93 of the Companies (Consolidation) Act, 1908, in regard to the registration of mortgages and charges therein specified and otherwise. The fee of one shilling shall be payable for each inspection of the register kept in accordance with the provisions of the said section.

102. The Directors shall cause a proper register to be kept in accordance with section 100 of the Companies (Consolidation) Act, 1908, of all mortgages and charges specifically affecting property of the Company. A fee of one shilling shall be payable by any person other than any Creditor or Member of the Company for each inspection of the said register.

DISQUALIFICATION OF DIRECTORS.

103. The office of a Director shall *ipso facto* be vacated—

(A) If he become bankrupt or compound with his creditors or take the benefit of any Act for the time being in force for the relief of insolvent debtors;

(B) If he cease to hold the qualifying number of shares;

(c) If he be found lunatic or become of unsound mind;

(d) If he absent himself from the Meeting of Directors continuously for the space of six months without the leave of the Board;

(e) If by notice in writing under Article 112 hereof he resign his office;

Provided that these disqualifying conditions or any of them may be dispensed with in any special case by a Resolution of a General Meeting.

104. No Director or Managing Director shall be disqualified by his office from holding any other office under the Company, or from contracting with the Company, either as vendor, purchaser or otherwise, nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Company, in which any Director shall be in any way interested, be avoided, nor shall any Director so contracting or being so interested, be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relation thereby established, but it is declared that the nature of his interest must be disclosed by him at the Meeting of the Directors at which the contract or arrangement is determined on, if his interest then exists, or in any other case at the first Meeting of Directors after the acquisition of his interest, and that no Director shall, as a Director, vote in respect of any contract or arrangement (other than the Agreements mentioned in the Memorandum of Association) in which he is so interested as aforesaid, and if he do so vote, his vote shall not be counted, but this prohibition as to voting shall not apply to any contract by or on behalf of the Company to give to the Directors, or any of them, any security by way of indemnity, or to any contract between this Company and any other insurance company, and such prohibition may at any time or times be suspended or relaxed to any extent by a General Meeting. A general notice that a Director is a member of any specified firm or company, and is to be regarded as interested in all transactions with that firm or company, shall be a sufficient disclosure under this Article as regards such Director and the said transactions,

and after such general notice it shall not be necessary for such Director to give a special notice of any particular transactions with that firm or company.

ROTATION OF DIRECTORS.

105. At the Ordinary Meeting in 1917, and at the Ordinary Meeting in every subsequent year, one of the Directors for the time being respectively shall retire from office. A retiring Director shall retain office until the dissolution of the Meeting at which his successor is elected.

106. The Director to retire in 1917, and in every year after 1917 shall be the Director who has been longest in office since the last election. As between Directors of equal seniority the Director to retire shall (unless such Directors of equal seniority shall agree among themselves) be selected from among them by ballot. A retiring Director shall be eligible for re-election.

107. The Company shall at the Meeting at which any Director retires in manner aforesaid fill up the vacated office of each Director, and on giving notice in that behalf may fill up any other vacancies.

108. No person not being a Director retiring at the Meeting shall, unless recommended by the Directors for election, be eligible for the office of a Director at any General Meeting, unless within the prescribed time before the day appointed for the Meeting there has been left at the Office a notice in writing by some Member duly qualified to be present and vote at the Meeting of his intention to propose such person for election, and also notice in writing signed by the person to be proposed of his willingness to be elected. The prescribed time above-mentioned shall be such that between the date when each such notice is served or deemed to be served and the day appointed for the Meeting there shall not be less than three clear intervening days.

109. If at any Meeting at which an election of Directors ought to take place the places of the retiring Directors or some of them be not filled up, the retiring Directors or such of them as have not had their places filled up shall if duly qualified be deemed to have been re-elected.

110. The Company may from time to time by any Extraordinary Resolution increase or reduce the number of Directors, and

may determine in what rotation such increased or reduced number shall go out of office.

111. Any casual vacancy occurring among the Directors may be filled up by the Directors, but any person so chosen may retain his office only until the next following Ordinary General Meeting of the Company, and shall then be eligible for re-election.

112. A Director may, save as provided by contract with him to the contrary, at any time give notice in writing of his wish to resign by delivering such notice to the Secretary or leaving it at the Office, and at the expiration of one month after the delivery of such notice, or at such earlier period as the Directors shall determine, he shall vacate his office.

113. The Company may by Extraordinary Resolution remove any Director before the expiration of his period of office, and may by an Ordinary Resolution appoint another Member in his stead, but any person so appointed shall retain his office so long only as the Director in whose place he is appointed would have held the same if he had not been removed.

PROCEEDINGS OF DIRECTORS.

114. The Directors may meet together for the despatch of business, adjourn, and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business. Until otherwise determined, three Directors shall be a quorum. Questions arising at any Meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote.

115. Any Director may, and on the request of a Director the Secretary shall, at any time summon a Meeting of the Board by notice served upon the several Members of the Board.

116. The Directors may elect a Chairman of their Board, and determine the period for which he is to hold office. The Chairman so elected shall preside at all Meetings of the Board; and if no such Chairman be elected, or if at any Meeting the Chairman be not present within fifteen minutes after the time appointed for holding the same the Directors present shall choose one of their number to act as Chairman of such Meeting, and the Director so chosen shall

preside at such Meeting accordingly. A Meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions by or under the regulations of the Company for the time being vested in or exercisable by the Directors generally.

117. A Director may appoint a proxy under his hand (who must be a Director of the Company), but only for the purpose of voting on the election of a Chairman of the Directors.

118. No Director for the time being out of the United Kingdom shall be entitled to notices of the Meetings of the Directors.

119. The Directors may from time to time appoint Committees consisting of one or more Members of their body, and whether in England or abroad, as they think fit, and may delegate any of their powers to such Committees and from time to time revoke the same and discharge any such Committees, wholly or in part. Any Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed upon them by the Board. The Chairman of the Board shall be an ex-officio Member of all Committees.

120. A Committee may elect a Chairman of their Meetings. If no such Chairman be elected, or if at any Meeting he be not present within five minutes after the time appointed for holding the same, the Members present shall choose one of their number to be Chairman of such Meeting.

121. Committees may meet and adjourn as they think proper. Questions arising at any Meeting of a Committee shall be determined by a majority of votes of the Members present, and in case of an equality of votes the Chairman of the Meeting shall have a second or casting vote.

122. All acts *bonâ fide* done by any Meeting of Directors, or by a Committee of Directors, or by any person acting as a Director, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

123. A Resolution in writing, signed by all the Directors, shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted.

124. The Directors shall cause minutes to be made in books to be provided for the purpose—

(A) Of all appointments of officers made by the Directors;

(B) Of the names of all the Directors present at each Meeting of Directors and of Committees of Directors;

(C) Of all Resolutions passed and proceedings had by and at all Meetings of the Company, and of the Directors and Committees of Directors;

Any such minute as aforesaid, if purporting to be signed by the Chairman of the Meeting at which such appointments were made or such Directors were present, or such Resolutions were passed or proceedings had (as the case may be), or by the Chairman of the next succeeding Meeting of the Company or Directors or Committee (as the case may be), shall be sufficient evidence without any further proof of the facts therein stated.

MANAGING DIRECTORS.

125. The Directors may from time to time appoint one or more Members of their body, or any person or persons, whether Members of the Company or not, to be Managing Directors or Director of the Company, and by Resolution confer upon such Managing Directors or Director all or any of their powers and authorities, and in like manner revoke, withdraw, alter or vary all or any of such powers.

126. The salary or remuneration of any Managing Director of the Company shall be such as the Directors may from time to time determine, and may either be a fixed sum of money or may altogether or in part be governed by the business done or profits made, or may be upon such other terms as the Directors determine.

127. A Managing Director shall not by reason only of holding that office be a Director of the Company, and, if a Director, shall not while he continues to hold the office of Managing Director, be subject to retirement by rotation, and he shall not be taken into account in

determining the rotation of retirement of Directors; but every Managing Director, if a Director, shall subject to the provisions of any contract between him and the Company be subject to the same provisions as to resignation and removal as the other Directors of the Company; and if he shall be a Director, and shall cease to hold the office of Director from any cause, he shall *ipso facto* immediately cease to be a Managing Director.

LOCAL MANAGEMENT.

128. The Directors may from time to time provide for the management and the transaction of the affairs of the Company in any specified locality, whether at home or abroad, in such manner as they think fit, and the provisions contained in the three next following Articles shall be without prejudice to the general powers conferred by this Article.

129. The Directors may from time to time and at any time establish any local board or agency for managing any of the affairs of the Company in any such specified locality, and may appoint any person or company to be members of such local board or managers or agents, and may fix their remuneration. And the Directors from time to time and at any time may delegate to any person or company so appointed any of the powers, authorities, and discretions for the time being vested in the Directors, other than their power to make calls, and may authorize the members for the time being of any such local board, or any of them, to fill up any vacancies therein, and to act notwithstanding vacancies, and any such appointment, or delegation may be made on such terms and subject to such conditions as the Directors think fit, and the Directors may at any time remove any person so appointed, and may annul or vary such delegation.

130. The Directors may at any time and from time to time, by power of attorney under the seal, appoint any person or persons to be the attorney or attorneys of the Company, for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these presents), and for such period and subject to such conditions as the Directors may from time to time think fit, and any such appointment may (if the Directors think fit), be made in favour of the Members or any of

the members of any local board established as aforesaid, or in favour of any company or of the members, directors, nominees or managers of any company or firm or otherwise in favour of any fluctuating body of persons, whether nominated directly or indirectly by the Directors and any such power of attorney may contain such powers for the protection or convenience of persons dealing with such attorneys as the Directors may think fit.

131. Any such delegates or attorneys as aforesaid may be authorized by the Directors to sub-delegate all or any of the powers, authorities and discretions for the time being vested in them.

132. The Company may exercise the powers conferred by section 79 of the Companies (Consolidation) Act, 1908, and such powers shall accordingly be vested in the Directors. The Company may cause to be kept in all or any of the States of the Commonwealth of Australia or in New Zealand or in any other Colony in Australasia in which it transacts business a Branch Register or Registers of Members resident in any such Colony or Colonies as the case may be and the Directors may from time to time appoint an authority or authorities in any such Colony or Colonies in which a Branch Register is kept to approve of or reject transfers and to direct the registration of approved transfers in the Branch Register of such Colony or Colonies and every such Authority may in respect of transfers or other entries proposed to be registered in the Branch Register for which such Authority is appointed, exercise all the powers of the Directors in the same manner and to the same extent and effect as if the Directors themselves were actually present in the Colony or Colonies and exercised the same.

133. Subject to the provisions of the Companies (Consolidation) Act, 1908, section 34, and to the foregoing provisions, the Directors may from time to time make such provisions as they may think fit respecting the keeping of such Branch Register or Registers.

134. The Directors may comply with the requirements of any local law which, in their opinion, shall in the interests of the Company be necessary or expedient to comply with.

AUTHENTICATION OF DEEDS AND DOCUMENTS.

135. All deeds other than those mentioned in Article 136 may be in such form and contain such powers, provisoes, conditions,

covenants, clauses and agreements as the Directors shall think fit, and in addition to being sealed with the seal of the Company shall be signed by two Directors and countersigned by the Secretary or such other officer as the Directors from time to time appoint.

136. All policies, contracts of assurance, bonds, guarantees, indemnities, consents and undertakings may be in such form and contain such powers, provisoes, conditions, covenants, clauses and agreements as the Directors shall think fit, and it shall not be necessary for the same or any of them to be sealed with the seal of the Company but the same and any other deeds and documents, which the Directors do not resolve shall be sealed, shall be signed by the Secretary or such other officer of the Company as the Directors from time to time appoint, or the Company's Attorneys and Marine Underwriting Agents or General Managers for the time being, or by some person authorised by them.

DIVIDENDS AND RESERVE FUND.

137. Subject as aforesaid, the Directors may, with the sanction of the Company in General Meeting, from time to time declare a dividend to be paid to the Members in proportion to the number of their shares and the amount paid up thereon otherwise than in advance of calls. Provided nevertheless that where capital is paid up in advance of calls upon the footing that the same shall carry interest, such capital shall not whilst carrying interest confer a right to participate in profits.

138. The Directors may, if they think fit, from time to time determine or declare that an instalment be paid to the Members on account and in anticipation of the dividend for the current year.

139. No dividend or bonus shall be payable except out of the profits of the Company. No larger dividend shall be declared than is recommended by the Directors, but the Company in General Meeting may declare a smaller dividend, and the declaration of the Directors as to the amount of profits of the Company shall be conclusive.

140. The Directors may before recommending any dividend write off such sum as they think proper for depreciation, and may set aside out of the profits of the Company such sum as they think

proper as a reserve fund, which shall at the discretion of the Directors be applicable for meeting contingencies for the gradual liquidation of any debt or liability of the Company, or for repairing, maintaining or adding to the property of the Company or otherwise promoting the interests of the Company, or shall with the sanction of the Company in General Meeting, be as to the whole or in part applicable for equalizing dividends or for distribution by way of bonus among the Members of the Company for the time being on such terms and in such manner as the Company in General Meeting may from time to time determine. The Directors may divide the reserve fund into such special funds as they think fit, with full power to employ the assets constituting the reserve fund in the business of the Company, and that without being bound to keep the same separate from the other assets.

141. The Directors may determine when any dividend or instalment shall be paid and whether the same shall be wholly or in part a cash dividend or instalment, or wholly or in part a dividend of assets other than cash, and any of the assets for the time being of the Company representing profits shall be applicable for the purpose, and such dividend shall be paid and satisfied by payment in cash and/or by the distribution of specific assets, and in particular of paid-up shares, debentures or debenture stock of the Company, or shares, stock, debentures or debenture stock of any other company, or partly in one way and partly in the other; and where any difficulty arises in regard to the distributions they may settle the same as they think expedient, and in particular may issue fractional certificates, and may fix the value for distribution of such specific assets or any part thereof, and may determine that cash payments shall be made to any Members upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees upon such trusts for the persons entitled to the dividend as may seem expedient to the Directors. Where requisite a proper contract shall be filed in accordance with section 88 of the Companies (Consolidation) Act, 1908, and the Directors may appoint any person to sign such contract on behalf of the persons entitled to the dividend, and such appointment shall be effective.

142. The Directors may invest the sums from time to time set apart as a Reserve Fund upon such securities as they may select, subject to Article 8 hereof.

143. The Directors may invest such part of the funds of the Company as shall not be required to satisfy or provide for immediate demands, upon such securities or investments as they may in their discretion think advisable, and may from time to time vary such securities and investments and convert the same as occasion may require or as they may deem expedient.

144. The Directors may deduct from any dividend payable to any Member all such sums of money (if any) as may be due and payable by him to the Company on any account.

145. Notice of any dividend that may have been declared shall be given to the Members in manner hereinafter mentioned.

146. No unpaid dividend or bonus shall bear interest as against the Company.

147. Unless otherwise directed, any dividend may be paid by cheque or warrant sent through the post to the registered address of the Member entitled, or in the case of joint-holders to that one whose name stands first on the Register in respect of their joint-holding, and every cheque or warrant so sent shall be made payable to the order of the person to whom it is sent.

148. A transfer of shares or stock shall not pass the right to any dividend or bonus declared thereon before the registration of the transfer.

ACCOUNTS.

149. The Directors shall cause true accounts to be kept of the sums of money received and expended by the Company, and the matters in respect of which such receipt or expenditure takes place, and of the credits and liabilities of the Company.

150. The books of account shall be kept at the Office, or at such other place or places as the Directors shall think fit.

151. The Directors shall from time to time determine whether, and to what extent in any particular case or class of cases, or generally

and at what times and places and to what extent and under what conditions or regulations the account and books of the Company or any of them shall be open to the inspection of Members, and no Member shall have any right of inspecting any account or book or document of the Company, except as conferred by statute, or authorized by the Directors or by Resolution of the Company in General Meeting.

152. At the Ordinary General Meeting in every year the Directors shall lay before the Company a profit and loss account and a balance-sheet containing a summary of the property and liabilities of the Company made up to a date not being more than six months before the Meeting.

153. A printed copy of such account and balance-sheet shall, seven days previously to such Meeting, be served on such of the Members as are entitled to receive notices from the Company in the manner in which notices are hereinafter directed to be served, and two copies of each of these documents shall at the same time be forwarded to the Secretary of the Share and Loan Department, Stock Exchange, London.

154. Every account and balance-sheet presented to an Ordinary General Meeting of the Company shall, when approved by such Meeting, be binding and conclusive upon every Member of the Company, and upon all persons having any interest in any shares or stock in the Company.

AUDIT.

155. At least once in every year, the accounts of the Company shall be examined and the correctness of the account and balance-sheet ascertained by one or more Auditor or Auditors.

156. The Company at each Annual General Meeting shall appoint an Auditor or Auditors to hold office until the next Annual General Meeting, and the following provisions shall have effect, that is to say:—

(1) If an appointment of Auditors is not made at an Annual General Meeting the Board of Trade may, on the application of any Member of the Company, appoint an Auditor for the current year and fix the remuneration to be paid to him for his services.

(2) A Director or officer of the Company shall not be capable of being appointed Auditor.

(3) The Directors may fill any casual vacancy in the office of Auditor, but while any such vacancy continues the surviving or continuing Auditor or Auditors (if any) may act.

(4) The remuneration of the Auditors shall be fixed by the Company in General Meeting, except that the remuneration of any Auditors to fill any casual vacancy may be fixed by the Directors.

(5) Every Auditor shall have a right of access at all times to the books and accounts and vouchers of the Company, and shall be entitled to require from the Directors and officers of the Company such information and explanations as may be necessary for the performance of the duties of the Auditors, and the Auditors shall sign a certificate at the foot of the balance-sheet stating whether or not all their requirements as Auditors have been complied with, and shall make a report to the Shareholders on the accounts examined by them and on every balance-sheet laid before the Company in General Meeting during their tenure of office, and every such report shall state whether in their opinion the balance-sheet referred to in the report is properly drawn up so as to exhibit a true and correct view of the state of the Company's affairs as shown by the books of the Company, and such report shall be read before the Company in General Meeting.

(6) Any Auditor shall be re-eligible on his quitting office.

157. Every account of the Directors when audited and approved by a General Meeting shall be conclusive, except as regards any error discovered therein within three months next after the approval thereof. Whenever any such error is discovered within that period, the account shall forthwith be corrected and thenceforth shall be conclusive.

NOTICES.

158. A notice may be served by the Company upon any Member either personally or by sending it through the post in a

prepaid letter, envelope or wrapper addressed to such Member at his address as appearing in the Register.

159. Each holder of registered shares whose registered place of address is not in the United Kingdom may from time to time notify in writing to the Company an address in the United Kingdom which shall be deemed his registered place of address within the meaning of the last preceding Article, and as regards those Members who have no registered place of address in the United Kingdom, a notice posted up in the Office shall be deemed to be well served on them at expiration of 24 hours after it is so posted up.

160. Any notice required to be given by the Company to the Members or any of them, and not provided for by these presents, shall be sufficiently given if given by advertisement, which shall be inserted once in two London daily newspapers.

161. All notices directed to be given to the Members shall, with respect to any share to which persons are jointly entitled, be given to whichever of such persons is named first in the Register in respect of such share, and notice so given shall be sufficient notice to all the holders of such share.

162. Any summons, notice, order or other document required to be sent to or served upon the Company, or upon any officer of the Company, may be sent or served by leaving the same or sending it through the post in a prepaid letter, envelope or wrapper addressed to the Company or to such officer at the Office.

163. Any notice by the Company if served by post shall be deemed to have been served at the time when the letter, envelope or wrapper containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter, envelope or wrapper containing the notice was properly addressed and put into the post.

164. Every person who by operation of law, transfer or other means whatsoever shall become entitled to any shares shall be bound by every notice in respect of such shares which previously to his name and address being entered on the Register shall be duly given to the person from whom he derives his title to such shares.

165. Any notice or instrument delivered or sent by post or left at the registered address of any Member in pursuance of these presents shall, notwithstanding such Member be then deceased, and whether or not the Company have notice of his decease, be deemed to have been duly served in respect of any registered shares, whether held solely or jointly with other persons by such Member, until some other person be registered in his stead as the holder or joint-holder thereof, and such service shall for all purposes of these presents be deemed a sufficient service of such notice or document on his or her heirs, executors or administrators, and all persons (if any) jointly interested with him or her in any such shares.

166. The signature to any notice to be given by the Company may be written, typed, lithographed, or printed.

WINDING-UP.

167. If the Company shall be wound up, and the assets available for distribution shall be insufficient to pay the whole of the paid-up capital, such assets shall be distributed so that as nearly as may be the losses shall be borne by the Members in proportion to the capital paid up or which ought to have been paid up at the commencement of the winding-up on the shares held by them respectively, other than amounts paid up in advance of calls. This Article is to be without prejudice to the rights of the holders of shares issued upon special conditions.

168. If the Company shall be wound up, the Liquidators (whether voluntary or official) may, with the sanction of an Extraordinary Resolution, divide among the contributories in specie any part of the assets of the Company, and may, with the like sanction, vest any part of the assets of the Company, in trustees, upon such trusts for the benefit of the contributories as the Liquidators with the like sanction shall think fit; and if thought fit, any such divisions may be made otherwise than in accordance with the legal rights of the Members of the Company, and in particular any class may be given preferential or special rights, or may be excluded altogether or in part; but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on, any contributory who would be prejudiced thereby shall have a right to

dissent and rights ancillary thereto as if such determination were to Special Resolution passed pursuant to section 192 of the Companies (Consolidation) Act, 1908.

169. In the event of a winding-up of the Company in England every Member of the Company who is not for the time being in England shall be bound within 14 days after the passing of an effective Resolution to wind-up the Company voluntarily, or after the making of an order for the winding-up of the Company, to serve notice in writing on the Company, appointing some householder in London upon whom all summonses, notices, processes, orders and judgments in relation to or under the winding-up of the Company may be served, and in default of such nomination the Liquidators of the Company shall be at liberty on behalf of such Member to appoint some such person, and service upon any such appointee, whether appointed by the Member or the Liquidators, shall be deemed to be a good personal service on such Member for all purposes, and where the Liquidators make any such appointment they shall with all convenient speed give notice thereof to such Member by advertisement in the *Times* newspaper, or by a registered letter sent through the post and addressed to such Member at his address as mentioned in the Register and such notice shall be deemed to be served on the day following that on which the advertisement appears or the letter is posted.

INDEMNITY AND RESPONSIBILITY.

170. Every Director, Manager, Secretary and other officer or servant of the Company shall be indemnified by the Company against and it shall be the duty of the Directors out of the funds of the Company to pay all costs, losses and expenses which any such officer or servant may incur or become liable to by reason of any contract entered into or act or deed done by him as such officer or servant or in any way in the discharge of his duties. The Directors may execute, in the name and on behalf of the Company, in favour of any Director or other person who may incur, or be about to incur, any personal liability for the benefit of the Company, such mortgages of the Company's property (present and future) or such deed of

indemnity as they think fit, and any such mortgage or deed may contain a power of sale and such other powers, covenants and provisions as shall be agreed on.

171. No Director or other officer of the Company shall be liable for the acts, receipts, neglects or defaults of any other Director or officer, or for joining in any receipt or other act for conformity, or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any money, securities or effects shall be deposited, or for any loss occasioned by any error of judgment or oversight on his part, or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto, unless the same happen through his own dishonesty.

These are the Articles of Association adopted by Special Resolution of 10th July 1916.

THE BRITISH DOMINIONS GENERAL INSURANCE COMPANY, LIMITED.

SECRETARY.

Printed by Truslove & Bray, Ltd., West Norwood, S.E.

In the High Court of Justice
Chancery Division
Mr. Justice Astbury

Stamp

Friday the 28th day of
July 1916

Mr. Goldschmidt
Reg.r
fo 102

Petition filed
W. F. P

REGISTERED
75366
12 AUG 1916

Royal Courts of Justice
Chancery Registrars Office
Entered
10th August 1916
H. Hayes.

In the Matter of The British Dominions General Insurance Company Limited

— and —

In the Matter of the Companies (Consolidation) Act 1908

Upon the Petition of The British Dominions General Insurance Company Limited on the 10th July 1916 preferred unto this Court and upon hearing Counsel for the Petitioners and upon reading the said Petition, an Order dated the 14th July 1916 and The London Gazette of the 18th July 1916 The Times Newspaper of the 17th and 18th July 1916 The Daily Telegraph Newspaper of the 17th and 18th July 1916 The Daily Mail Newspaper of the 17th and 18th July 1916 The Daily Chronicle Newspaper of the 17th and 18th July 1916 The Insurance Observer Newspaper of the 21st July 1916 and The Insurance Record Newspaper of the 21st July 1916 each containing a notice of presentation of the said Petition and that the same was appointed to be heard on this day

This Court doth in pursuance of the provisions of the Companies (Consolidation) Act

2708

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1908 confirm the alteration of the Memorandum of Association of the above named Company effected by the Special resolutions in the Schedule hereto set forth passed and confirmed at Extraordinary General Meetings of the Petitioners held on the 23rd June 1916 and the 10th July 1916 respectively. And It is Ordered that an Office Copy of this Order together with a printed copy of the Memorandum of Association as altered be within fifteen days of the date of this Order delivered by the Petitioners to the Registrar of Companies

W.O.G

The Schedule

That (to enable the Company to carry on the business hereinafter mentioned which under existing circumstances may conveniently and advantageously be combined with its existing business) the Memorandum of Association of the Company be altered in the manner following viz:- By including among the objects for which the Company is established the following To carry on in the United Kingdom and elsewhere the business of life insurance in all its branches and any future developments of such business.

To grant and effect insurances of all kinds whether now known or hereafter devised in consideration of payments made either in a single sum or by instalments

over any term and to contract to make payments of money either of a fixed amount or of an amount to be ascertained at a future period upon the happening of any contingency or contingencies and either after or before the expiration of any period or upon the happening or failure of any event or events or in any other event contingent or certain and in particular to contract to make any such payment upon the death of any person or persons or of any one or more of any specified persons or the death of the last survivor of any two or more persons or upon the happening of any marriage or birth or failure of issue or upon the attainment by any person of full age or any other age or the expiration of any period during the life or lives or after the death or deaths of any person or persons or upon the happening of any event whether connected with the life, death birth or survival of any person or persons or otherwise which may affect the right or title to or expectancy of any property real or personal or upon the happening of any other event or combination of events whatsoever and to combine in any one policy of insurance any or all of the foregoing.

To grant Annuities of all kinds and to contract to make periodical payments whether dependent upon the duration of

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SUPREME COURT
COUNTY OF
RECORDING & RECORDS
OF JUDICATURE

11

any human life or lives or for a fixed period or for a period dependent on any contingency or contingencies or perpetual or otherwise howsoever and whether immediate or deferred certain or contingent

To give to any class or section or to several classes or sections of Policy holders special privileges advantages or rights over and in relation to any fund or funds or profits of any branch or section of a branch of the business of the Company with power to vary the same

To purchase sell deal in or advance money upon life interests reversions remainders contingent interests policies of insurance interests in property present or future determinable or depending on any contingency or absolute and to purchase or otherwise acquire any further or outstanding interest in any property wherein the Company has already acquired a partial interest and in particular any remainder where the Company has the life interest or any life interest where the Company has the remainder with the view of completing the title of the Company to such property

To advance money upon the security or purchase procure the surrender or extinguish or otherwise deal with any policy of insurance annuity or other contract or grant made executed or granted by the Company

To re-assure or counter assure all or any risks or parts of risks and to undertake all kinds of re-assurance and counter-assurance connected with any of the business aforesaid

And that the Directors of the Company are hereby directed to petition the High Court of Justice to confirm the alterations above mentioned

W. O. G.

Chancery Registrars Office Entering Seal

OFFICE COPY SUPREME COURT CENTRAL OFFICE FILING & RECORDS OF JUDICATURE

Chancery Division
Mr. Justice Astbury

28th July 1916

re
The British
Dominions General
Insurance Company
Limited

Office Copy

Duplicate Order.

Simmons & Simmons
Cheapside
E.C.

COMPANY LIMITED BY SHARES.

Memorandum of Association

OF

The British Dominions General Insurance Co., Limited.

REGISTERED
75367
12 AUG 1916

1. The name of the Company is "THE BRITISH DOMINIONS GENERAL INSURANCE CO., LIMITED."

2. The Registered Office of the Company will be situate in England.

3. The objects for which the Company is established are:—

(A) To make or effect insurances on steamers, ships, vessels, boats and craft, whether afloat or under construction or repair or otherwise, and engines, tackle, gear and equipment, goods, merchandise, specie, bullion and other property; freights or hire of ships or vessels, respondentia and bottomry interests, advances, commissions, profits, disbursements, and other objects of insurance, whether belonging to Members of the Company or not, and to make all and every insurance appertaining to or connected with marine risks, including the guarantee for the due payment of the policies of marine insurance effected by any other company and generally to carry on the business of marine underwriters and insurers, and of marine insurance brokers and insurance agents, and to purchase and take over such businesses from companies or private individuals.

(B) To make or effect such insurances on all objects of insurance against, appertaining to or connected with all risks

COMPANIES REGIST... 12 AUG 1916 ...FICE

of transit, whether partly by land and partly by water, or wholly by land or wholly by water, including inland rivers or waters, and including all risks of transit by post, whether alone or in connection with any other mode of transit, and also all risks incidental to goods or other property whilst stored or deposited on land or on water for the purpose of safe custody, exhibition, sale or any other purpose, whether in connection with any transit or voyage, or independently of any transit or voyage; to re-insure or in any way provide for the liability of the Company, wholly or partially, upon any insurance, guarantee or contract granted or entered into by the Company, and generally to carry on and transact every kind of transit insurance and indemnity business.

(c) To insure owners of vessels, cargoes, freights and other properties, interests and subject-matters of insurance of whatsoever nature and description, and all persons whatsoever interested therein, against all or any risks, contingencies and liabilities now or at any time hereafter commonly insured against or undertaken by marine insurers or underwriters, or by protection, indemnity, small damage or any other insurance clubs or associations, and generally to carry on business of marine insurance in all its branches.

(d) To re-insure or counter-insure all or any of the risks undertaken by the Company, or all or any of the risks undertaken on its behalf or account, and to undertake any authorised risks, either direct or by way of re-insurance or counter-insurance.

(e) To be surety in and to execute any bail bond or guarantee in lieu of bail, or any other bond or guarantee required to be given or executed to obtain the release of any vessel's cargoes or freights or otherwise in connection with marine insurance business.

(f) To enter into and carry into effect, with such (if any) modifications or alterations as may be agreed upon, either before or after the execution thereof, the following agreements, in the terms of the drafts thereof, copies of

which have for purposes of identification been initialled by C. A. Clulow, a solicitor of the Supreme Court :—

(1) An agreement marked C.A.C.[1] between the British Dominions Insurance Co., Limited, of the first part, this Company of the second part, William Henry Terry of the third part, and Robert Gardner Mountain & Co., Limited, of the fourth part.

(2) An agreement marked C.A.C.[2] between the British Dominions Insurance Co., Limited, of the one part, and this Company of the other part.

(3) An agreement marked C.A.C.[3] between the British Dominions Insurance Co. of the first part, this Company of the second part, Robert Gardner Mountain & Co., Limited, of the third part, and Frederick Handel Booth, Sir William Edward Murray Tomlinson and Edward Mortimer Mountain of the fourth part.

(4) An agreement marked C.A.C.[4] between this Company of the one part, and Robert Gardner Mountain & Co., Limited, of the other part.

(5) An agreement marked C.A.C.[5] between the British Dominions Insurance Co., Limited, of the first part, Edward Mortimer Mountain and Henry Stanford Mountain of the second part, this Company of the third part, Robert Gardner Mountain & Co., Limited, of the fourth part, and Frederick Handel Booth, Sir William Edward Murray Tomlinson and Edward Mortimer Mountain of the fifth part.

(G) With the consent in writing of the holders of not less than three-fourth of the shares of the Company for the time being issued, but not otherwise, to assure or guarantee commercial and general credits, including the guarantee of the due payment of the loans of bankers and others, trade debts, overdrafts, acceptances, promissory notes and all other debts and liabilities, whether present or contingent

and the indemnification of sureties, guarantors and others against loss of every description.

(H) With the like consent to guarantee money secured by or payable under or in respect of debentures, bonds, debenture stock, contracts, mortgages, charges, obligations and securities of any company or any authority, supreme, municipal, parochial, local or otherwise, or of any person or persons whomsoever, whether corporate or unincorporate.

(I) With the like consent to guarantee the fidelity of persons filling, or about to fill, offices, posts, positions or situations, official or otherwise, including persons holding or about to hold the position of receiver, liquidator, guardian, trustee, executor, administrator, committee, attorney, broker, delegate or agent, and the guarantee of the due performance and discharge by such persons, or by any other persons of all or any of their own or of such other persons' duties and obligations and the indemnification of any such person or persons from loss or liability of any kind occasioned, or to be or capable of being occasioned by the bankruptcy, insolvency, negligence, fraud, misconduct, error of judgment or misfortune of any other person or persons, corporate or unincorporate.

(J) With the like consent to assure or guarantee the title to, or quiet enjoyment of, property, either real or personal in any way whatever, including the indemnification of any person or persons, against any loss whatever, either present or contingent, in respect of any insufficiency, imperfection, or deficiency of title, or in respect of any incumbrances, burdens, outstanding rights, actions, claims or demands.

(K) With the like consent to assure, guarantee or indemnify against loss, injury or damage of any description to human beings, or of or to animals or real or personal property, arising from or in connection with accidents, contingencies, risks and events of any and every kind, provided

that such assurance shall not be ordinary human life assurance.

(L) With the like consent to undertake and execute the office of trustee, receiver and liquidator (whether official or otherwise), executor, administrator, committee, manager, attorney, delegate, substitute, treasurer and any other offices or situations of trust or confidence, both public and private, and to perform and carry out the duties, functions and business incident thereto and connected therewith, either gratuitously or otherwise, and generally to transact all kinds of trust and agency business, either gratuitously or otherwise.

(M) With the like consent to guarantee the deposits and guarantee funds required in relation to any tender or application for any contract, concession, decree, Bill in Parliament, enactment, property or privilege or in relation to the carrying out of any contract, concession, decree or enactment.

(N) With the like consent to receive, hold and take charge of, gratuitously or otherwise, money, securities, documents of or relating to title to property of all kinds, bullion, jewellery, pictures, plate, valuables and moveable effects of all kinds on deposit at interest or for custody, to wholly or partially insure or guarantee all such articles and things against loss or injury from any cause whatever—to issue warrants and documents of title against deposits of all kinds made with the Company, and generally to carry on the business of a safe deposit Company, to use for the purposes of storage, gratuitously or otherwise, let on hire, and otherwise dispose of safes, strong rooms and other receptacles for the storage and safe keeping of moveable property of all kinds.

(O) With the like consent to act as agents to and for depositors and others in and about effecting sales, purchases, and exchanges, of any property deposited with the Company for safe custody or by way of security, and in collecting, paying and remitting interest, dividends and other moneys.

(P) With the like consent to contract with leaseholders, borrowers, lenders, annuitants, and others, for the establishment, accumulation, provision, and payment of sinking funds, redemption funds, depreciation funds, renewal funds, endowment funds and any other special funds, and that either in consideration of a lump sum or of an annual premium or otherwise, and generally on such terms and conditions as may be arranged.

(Q) With the like consent to act as agents for holders of Colonial, American and foreign shares, bonds and other securities, in the purchase, sale, registration and transfer of such securities, and in collecting and paying over dividends thereon, and generally in protecting and representing their interests in regard to such securities.

(R) With the like consent to act as agents for joint stock and other companies, whether domiciled in the United Kingdom or elsewhere, in the issue of their shares, stock, bonds, debentures and debenture stock, and the undertaking and guaranteeing of such issues, and the guaranteeing to the holders the due payment of principal and interest of debentures and debenture stock.

(S) With the like consent to generally carry on in all its branches every kind of credit assurance, insurance against trade and other losses, guarantee and indemnity business, counter guarantee, and counter indemnity business, fidelity guarantee business, insurance against theft, insurance against loss of health, insurance against loss of goods, insurance against calls, insurance against diminution of dividends or income, insurance against loss of profits, insurance against loss or forfeiture of licences, leases, or other property or rights, or loss or diminution of property in possession, reversion, remainder, expectancy, possibility or otherwise, insurance against loss through birth, or failure of issue, or marriage, or by loss or recovery of contractual or testamentary capacity, accident insurance, boiler insurance, live stock insurance, hailstorm insurance, transit insurance,

plate glass insurance, burglary insurance, employers' liability insurance, mortgage insurance, securities insurance, share liability insurance, trustees', executors', and receivers' liability insurance, deposits in banks insurance, fire insurance, and also every other kind of insurance, and of every kind of re-insurance and counter-insurance business, whether of the like or of a different kind, and whether now known or hereafter to be invented or devised, except the insurance, re-insurance or counter-insurance of ordinary human life; but nothing in this clause is to require the said consent in case of marine insurance.

(t) With the like consent, to carry on any other business or businesses, other than life assurance, which may seem to the Directors capable of being conveniently carried on in connection with the objects defined in this Memorandum, or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights, or to facilitate the disposition thereof.

(u) To grant policies and enter into contracts for or in respect of any of the objects mentioned or referred to in this Memorandum which the Company is for the time being authorised to carry out, on such terms and conditions as may be arranged, and if deemed expedient the contracting by such policies or contracts for the payment or provision of money or money's worth, either by way of liquidated damages or agreed compensation.

(v) To carry on in the United Kingdom and elsewhere the business of life insurance in all its branches, and any future developments of such business.

(w) To grant and effect insurances of all kinds whether now known or hereafter devised in consideration of payments made either in a single sum or by instalments over any term, and to contract to make payments of money either of a fixed amount or of an amount to be ascertained at a future period upon the happening of any contingency or contingencies, and either after or before the expiration

of any period, or upon the happening or failure of any event or events, or in any other event contingent or certain, and in particular to contract to make any such payment upon the death of any person or persons, or of any one or more of any specified persons, or the death of the last survivor of any two or more persons, or upon the happening of any marriage or birth or failure of issue, or upon the attainment by any person of full age or any other age, or the expiration of any period during the life or lives or after the death or deaths of any person or persons, or upon the happening of any event whether connected with the life, death, birth, or survival of any person or persons or otherwise, which may affect the right or title to or expectancy of any property, real or personal, or upon the happening of any other event or combination of events whatsoever, and to combine in any one policy of insurance any or all of the foregoing.

(x) To grant annuities of all kinds and to contract to make periodical payments whether dependent upon the duration of any human life or lives or for a fixed period or for a period dependent on any contingency or contingencies, or perpetual or otherwise howsoever, and whether immediate or deferred, certain or contingent.

(y) To give to any class or section or to several classes or sections of policy-holders special privileges, advantages, or rights over and in relation to any fund or funds or profits of any branch or section of a branch of the business of the Company, with power to vary the same.

(z) To purchase, sell, deal in, or advance money upon life interests, reversions, remainders, contingent interests, policies of insurance, interests in property present or future determinable or depending on any contingency or absolute, and to purchase or otherwise acquire any further or outstanding interest in any property wherein the Company has already acquired a partial interest, and in particular any remainder where the Company has the life interest, or

any life interest where the Company has the remainder, with the view of completing the title of the Company to such property.

(AA) To advance money upon the security, or purchase, procure the surrender, or extinguish, or otherwise deal with any policy of insurance, annuity, or other contract or grant made, executed, or granted by the Company.

(BB) To re-assure or counter-assure all or any risks or parts of risks, and to undertake all kinds of re-assurance and counter-assurance connected with any of the businesses aforesaid.

(CC) ~~To accumulate~~ The accumulation of capital for any of the purposes of the Company, and to appropriate any of the Company's assets to specific purposes, either conditionally or unconditionally.

(DD) ~~To enter~~ The entering into any arrangements with any government or authority, supreme, municipal, local or otherwise, and to negotiate with, and to obtain from any such government or authority all rights, concessions and privileges that may seem conducive to any of the objects which the Company is for the time being authorised to carry out, or any of them, and the carrying out, working, exercising and complying with any such arrangements, rights, concessions or privileges.

(EE) Generally to purchase, take on lease or in exchange, hire or otherwise acquire, improve, develop and work all kinds of real or personal property, and any rights or privileges which the Company may think necessary or convenient with reference to any of the objects which the Company is for the time being authorised to carry out, or the acquisition of which may seem calculated to facilitate the realisation of any securities held by the Company, or to prevent or diminish any apprehended loss or liability, or which may seem capable of being profitably dealt with by way of re-sale or otherwise, or capable of being profitably dealt with in connection

with any of the Company's property or rights for the time being.

(FF) To deposit securities and property with such parties and on such terms as may seem expedient, and to negotiate or act as agents for any loan, deposit or advance for which it may deem expedient that the Company should negotiate or act as agents, with a view to the furtherance of any of the objects which the Company is for the time being authorized to carry out.

(GG) To sell, exchange, improve, manage, develop, lease, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company.

(HH) To distribute any of the property of the Company among the Members in specie.

(II) To establish or promote any insurance company, club or association whatsoever, whether on the mutual principle or otherwise in any part of the world.

(JJ) To purchase, acquire, carry on and develop, and to promote and subscribe to, or if deemed desirable to undertake and take over all or any part of the business, property, undertakings and liabilities of any person or company carrying on any business or businesses which this Company is for the time being authorized to carry on, or offering facilities in connection therewith, or any shares or interests therein.

(KK) To enter into any joint purse arrangement or any arrangement for sharing profits, union of interests, or co-operation with any company, firm or person carrying on or proposing to carry on any business or transaction which the Company is for the time being authorized to carry on, and to acquire and hold shares, stock or securities of any such company, and to sell, hold, re-issue or otherwise deal with the same.

(LL) To sell or in any way dispose of the undertaking of the Company, or any part thereof, for such consideration as

the Company may think fit, and in particular for shares, debentures or securities of any other company, subject or not to any liability, restriction or condition as to transfer or otherwise.

(MM) To promote any other company or companies for the purpose of acquiring all or any of the property, rights and liabilities of this Company, or for any other purpose which may or may not seem directly or indirectly calculated to benefit this Company, and to underwrite any issue of shares or securities or any part thereof.

(NN) To invest and deal with the money of the Company not immediately required upon such securities and investments and in such manner as may from time to time be determined.

(OO) To pay, either in cash, shares or otherwise as may be deemed expedient, for any business or property acquired by the Company.

(PP) To raise or borrow or secure the repayment of money in such manner and on such terms as may seem expedient, and in particular to create and issue at par or at a premium or discount mortgages, debentures and debenture stock, charged or not charged upon all or any part of the undertaking, and all or any of the real and personal property, estate assets and effects of the Company, present and future (including uncalled capital), and payable either to bearer or Registered holder and either permanent or redeemable with or without a bonus or premium, and at such rate of interest and generally upon such terms and conditions as the Company may determine, and to further secure any securities issued by the Company by a trust deed or otherwise as the Company may think fit and generally to borrow money as the Company may think fit, with or without security or pledge of any property of the Company.

(QQ) To draw, make, accept, indorse, discount, execute and issue promissory notes, bills of exchange, warrants, debentures and other negotiable or transferable instruments.

(RR) To remunerate any parties for services rendered or to be rendered in issuing or underwriting, placing or assisting to place any shares in the Company's capital, or any debentures, debenture stock or other securities of the Company, or in or about the formation of the Company or any extension thereof, or the conduct of its business, and to pay all or any of the expenses incurred in connection with the formation, promotion and incorporation of the Company or any extension thereof, or for introducing business into the Company, or for otherwise assisting or rendering service to the Company.

(SS) To establish, regulate, and discontinue agencies for the purposes of the Company, and to act as agents for others, and to undertake and execute any trusts and all kinds of agency business the undertaking whereof may seem to the Company convenient.

(TT) To register the Company or constitute or incorporate it as a Société Anonyme or other Society in any country.

(UU) To do all or any of the above things in any part of the world and either as principals, agents, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees or otherwise.

(VV) To change the name of the Company from time to time on complying with the formalities required by law.

(WW) To do all such other things as are incidental or conducive to the attainment of the above objects and so that the word "Company" in this clause shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in the United Kingdom or elsewhere.

4. The liability of the Members is limited.

5. The capital of the Company is £600,000, divided into 200,000 shares of £3 each. (The following Extraordinary Resolution

Also shares read 133,334
see Order front of this Doc.

was passed on the 25th day of March, 1915:—"That the Capital of the Company be increased to One Million and Two Pounds by the creation of 333,334 Ordinary Shares of £3 each, and that such shares shall rank *pari passu* with the existing Ordinary Shares of the Company.")

6. Any shares of which the original or increased capital of the Company may from time to time consist, may be guaranteed or have any special privilege or advantage or may be deferred, and may be issued on such special conditions as to priority or postponement either for dividends or for repayment of principal, or as to voting power and otherwise as the Company may from time to time determine, but so that the rights for the time being attached to the Preference shares for the time being in the Company's capital shall not be altered otherwise than as provided by clause 55 of the Company's Articles of Association.

This is the printed copy of the Memorandum of Association as altered referred to in the Order dated 28th July 1916

J. Goodacre

Secretary.

We, the several persons whose names and addresses are hereunto 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 Description of Subscribers.	Number of Shares taken by each Subscriber.
Robert Montagu Clarke, 48, Evelyn Gardens, S.W., *Insurance Clerk.*	One
Augustus Leonard Nolf, 1, Heyford Terrace, South Lambeth Road, S.E., *Insurance Clerk.*	One
Henry Joseph Comyns, 9, Gracechurch Street, London, *Solicitor.*	One
Allan Moir Hutchison, 9, Gracechurch Street, London, *Solicitor's Clerk.*	One
Frank Shallis Pritchard, 9, Gracechurch Street, London, *Solicitor.*	One
William Stapley, 139, Algernon Road, Lewisham, S.E., *Accountant.*	One
Charles Edward Shirley Hardman, High Street, Thames Ditton, *Solicitor.*	One

Dated the 14th day of September, 1904.

Witness to the above Signatures except that of Charles Edward Shirley Hardman.

C. E. S. HARDMAN,
High Street,
Thames Ditton,
Solicitor.

Witness to the Signature of the above named Charles Edward Shirley Hardman.

JAMES C. BRAMBLE,
33, Malvern Road,
Hornsey,
London,
Solicitor's Clerk.

As Solicitors for The British Dominions General Insurance Co Ltd we certify this to be a true copy of the Memorandum of Association as altered and revised from the Order dated the 28th day of July 1916

Simmons & Simmons
74 Cheapside
E.C.

The British Dominion General Insurance Co Ltd

Memorandum of Association

Simmons & Simmons
14 Cheapside

DUPLICATE FOR THE FILE.

Certificate of Registration

OF

ORDER OF COURT CONFIRMING ALTERATION OF OBJECTS.

Pursuant to s. 9 (6) of the Companies (Consolidation) Act, 1908 (8 Edw. 7, c. 69).

No. 82,057.

The British Dominions General Insurance Company, limited having by Special Resolution altered the provisions of its Memorandum of Association with respect to its objects, as confirmed by an Order made in the High Court of Justice, Chancery Division bearing date the 28th July, 1916,

I Hereby Certify the Registration

of an Office Copy of the said Order and of a Printed Copy of the Memorandum of Association as altered.

Given under my hand at London this Twelfth day of August One Thousand Nine Hundred and sixteen.

Geo. D. Sargent

Assistant Registrar of Joint Stock Companies.

Certificate received by Alfred T. Woodhouse Simmons & Simmons 14 Cheapside EC

Date 16th Aug: 1916

Special Resolutions.

Passed 28th December, 1916. *Confirmed 12th January*, 1917.

AT an EXTRAORDINARY GENERAL MEETING of THE BRITISH DOMINIONS GENERAL INSURANCE COMPANY, LIMITED, duly convened, and held at the Registered Office of the Company, British Dominions House, Royal Exchange Avenue, in the City of London, on Thursday, the 28th December, 1916, the subjoined Resolutions were duly passed as Extraordinary Resolutions; and at a subsequent EXTRAORDINARY GENERAL MEETING of the said Company, also duly convened, and held at British Dominions House, Royal Exchange Avenue, in the City of London, on Friday, the 12th January, 1917, the subjoined Resolutions were duly confirmed as **Special Resolutions**:

RESOLUTIONS:

(1) That subject to the sanction of the Court being obtained to the proposed amalgamation of the Eagle Insurance Company and this Company the capital of this Company be increased from £1,000,002 divided into 333,334 shares of £3 each of which 41,000 are 6% Cumulative Preference Shares and the remaining 292,334 are Ordinary Shares to £3,000,000 by the creation of 666,666 new Shares of £3 each and that 107,108 of such new Shares shall be Ordinary Shares and 559,558 of such new Shares shall be issued as Preferred Ordinary Shares carrying the rights following viz:—

(*a*) A cumulative preferential dividend (ranking next after the cumulative preferential dividend payable on the existing preference shares in this Company) calculated from the 1st January 1917 at the rate of 8 per cent. per annum on the amount for the time being paid up or credited as paid up thereon and payable half-yearly PROVIDED ALWAYS that if the holders of the ordinary shares in this Company for the time being issued shall receive in respect of any year a payment or payments by way of dividend and/or bonus amounting to 15 per cent. on the amount for the time being paid up or credited as paid up on the said ordinary shares then before the holders of the said ordinary shares shall be entitled to receive in respect of such year any further payment by way of dividend or bonus the holders of the said preferred ordinary shares shall be entitled to receive out of the profits available for dividend in respect of that year a further dividend for that year up to but not exceeding 2 per cent. on the amount for the time being paid up or credited as paid up on the said preferred ordinary shares.

(*b*) The right in a winding-up to have the capital paid or credited as paid up on the said preferred ordinary shares together with any arrears of the cumulative preferential dividend at the rate of 8 per cent. per annum up to the commencement of the winding-up repaid in full out of the surplus assets remaining after satisfying all claims of the said existing preference shares and in priority to any repayment of capital or any other shares of this Company

(*c*) The right to one vote for every preferred ordinary share PROVIDED ALWAYS that the said preferred ordinary shares shall not confer on the holders thereof the right to attend or vote either in person or by proxy at any general meeting of this Company or to have notice of any such meeting unless the meeting is convened for reducing the capital or winding-up or sanctioning a sale of the undertaking or where the proposition to be submitted to the meeting directly affects the rights or privileges of such holders or the dividend thereon is in arrear for more than three calendar months PROVIDED further that a proposition (1) to increase the ordinary share capital of this Company or (2) to call up any part of the capital for the time being uncalled on the ordinary shares of this Company for the time being issued or (3) relating to the declaration of a dividend or bonus on the last-mentioned ordinary shares shall not be deemed to be a proposition directly affecting the rights or privileges of the holders of the said preferred ordinary shares within the meaning of this sub-clause.

(*d*) No debentures or debenture stock shall be issued by this Company nor shall any new shares ranking as to dividend or capital *pari passu* with or in priority to the said preferred ordinary shares be created or issued by this Company without the sanction of an extraordinary resolution of the holders of the said preferred ordinary shares passed at a separate general meeting as provided by clause 55 of the Articles of Association of this Company.

(*e*) No part of the Capital remaining unpaid on the said preferred ordinary shares shall be capable of being called up unless and until the whole of the capital for the time being remaining unpaid in respect of the ordinary shares in this Company for the time being issued and in respect of all other shares (if any) in this Company for the time being issued and ranking after the said preferred ordinary shares shall have been called up.

(2) That the name of this Company be changed from "The British Dominions General Insurance Company Limited" to "The Eagle and British Dominions Insurance Company Limited" and that such change shall take effect as from the date when the provisional agreement dated the 7th December 1916 and made between Horace Peel on behalf of The Eagle Insurance Company of the one part and Frederick Handel Booth on behalf of this Company of the other part for the amalgamation of the respective companies as modified by an agreement dated 14th December 1916 made between the same parties and expressed to be supplemental thereto becomes absolute and the consent of the Board of Trade to such change shall have been registered.

(3) That the Articles of Association of the Company be altered in the manner hereinafter stated and that such alteration shall take effect as from the date when the provisional agreement dated the 7th December 1916 and made between Horace Peel on behalf of The Eagle Insurance Company of the one part and Frederick Handel Booth on behalf of this Company of the other part for the amalgamation of the respective companies as modified by an agreement dated 14th December 1916 and made between the same parties and expressed to be supplemental thereto becomes absolute.

(*a*) In article 85 the word "eleven" shall be substituted for the word "nine."

(*b*) The following article shall be inserted after article 86:—
"86a. So soon as the provisional agreement dated the 7th December 1916 and made between Horace Peel on "behalf of The Eagle Insurance Company of the one part and Frederick Handel Booth on behalf of the "Company of the other part for the amalgamation of The Eagle Insurance Company and this Company as "modified by an agreement dated 14th December 1916 and made between the same parties and expressed to "be supplemental thereto shall become absolute Horace Peel and George Jefford Fowler shall be Directors of "the Company."

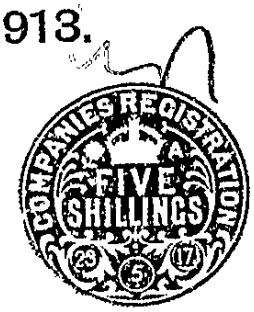
J. GARDINER,
Secretary.

Number of Certificate. 82051/467

[Form No. 10.

S)

THE COMPANIES ACTS 1908 and 1913.



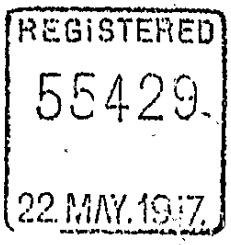
Notice of Increase in the Nominal Capital

OF

The British Dominions General Insurance Company

LIMITED.

Pursuant to Section 44 of the Companies (Consolidation) Act 1908.



Presented for filing by

Simmons & Simmons

14 Cheapside E.C.2.

The Solicitors' Law Stationery Society, Limited, 22, Chancery Lane, W.C., 29, Walbrook, E.C., 49, Bedford Row, W.C., 6, Victoria Street, S.W.,
PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS.

Notice of Increase in the Nominal Capital

OF

The British Dominions General Insurance Company Limited.

To THE REGISTRAR OF JOINT STOCK COMPANIES.

The British Dominions General Insurance Company Limited, hereby give you notice, in accordance with Section 44 of the Companies (Consolidation) Act 1908, that by a Special Resolution of the Company passed the 28th day of December 1916 and confirmed the 12th day of January 1917 and approved by the High Court by order dated 7th May 1917 the Nominal Capital of the Company has been increased by the addition thereto of the sum of One million nine hundred and ninety nine thousand nine hundred and ninety eight Pounds, divided into six hundred and sixty six thousand six hundred and sixty six Shares of three pounds each, beyond the Registered Capital of £1,000,002.

J. Gardner

Secretary

Dated the eleventh day of May 1917.

** This Notice is to be signed by a Director, Secretary, or other authorised Officer of the Company.

Number of Certificate | 82051/1168

Form No. 26.

THE STAMP ACT 1891.

(54 & 55 Vict., Ch. 39.)

REGISTERED 55430 22 MAY 1917.

COMPANY LIMITED BY SHARES.

Statement of Increase of the Nominal Capital

OF

The British Dominions General Insurance Company

LIMITED.

TWO THOUSAND POUNDS £2000 23 5 17

Pursuant to Section 112 of the Stamp Act 1891, as amended by Section 7 of the Finance Act 1899.

NOTE.—The Stamp Duty on an Increase of Nominal Capital is Five Shillings for every £100 or fraction of £100.

This Statement is to be filed with the Notice of Increase which must be filed pursuant to Section 44 of the Companies (Consolidation) Act 1908.

Presented for filing by

Simmons & Simmons

14 Cheapside E.C.2

COMPANIES REGISTRATION 22 MAY 1917

The Solicitors' Law Stationery Society, Limited, 22, Chancery Lane, W.C., 29, Walbrook, E.C., 49, Bedford Row, W.C., 6, Victoria Street, S.W.

PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS.

COMPANIES REGISTRATION 11 MAY 1917

THE NOMINAL CAPITAL

OF

The British Dominions General Insurance Company, Limited,

has been increased by the addition thereto of the sum of £1,999,998, divided into 666,666 Shares of Three pounds each, beyond the registered Capital of £1,000,002.

Signature J Gardner

Officer Secretary

Dated the eleventh day of May 1917.

This Statement should be signed by a Director, Secretary or other authorised Officer of the Company.

B 4

[C. No. 92.]

It is requested that any reply to this letter be addressed to the Comptroller of the Companies Department, Board of Trade, 55, Whitehall, London, S.W. (Telegraphic Address: "Companies, Parl, London,") and that the following number may be quoted:— 3853

BOARD OF TRADE,

22nd May 1917.

REGISTERED
56519
24 MAY 1917.

COMPANIES REGISTRATION
FIVE SHILLINGS

Gentlemen,

THE BRITISH DOMINIONS GENERAL INSURANCE COMPANY LIMITED.

With reference to your application of the 5th May I am directed by the Board of Trade to inform you that they approve of the name of the above-named Company being changed to THE EAGLE AND BRITISH DOMINIONS INSURANCE COMPANY LIMITED.

This communication should be tendered to the Registrar of Joint Stock Companies, Somerset House, Strand W.C. 2. as his authority for entering the new name on the Register, and for issuing his Certificate under Section 8 (4) of the Companies (Consolidation) Act, 1908.

A Postal Order for 5/-, made payable to the Commissioners of Inland Revenue, must at the same time be forwarded to the Registrar in payment of the Registration fee.

I am, Gentlemen,

Your obedient Servant,

H. M. Williams.

Messrs Simmons & Simmons
74. Cheapside.
E.C. 2.

(x) (71655) Wt. 36740/80A 500 11-16 W B & L

DUPLICATE FOR THE FILE.

No. 82051

Certificate of Change of Name.

I hereby Certify, That the

British Dominions General Insurance Company, Limited

having, with the sanction of a Special Resolution of the said Company, and with the approval of the BOARD OF TRADE, changed its name, is now called the

Eagle and British Dominions Insurance Company Limited

and I have entered such new name on the Register accordingly.

Given under my hand at London, this Twenty-fourth day of May One Thousand Nine Hundred and Seventeen.

Geo. Marquet

Assistant Registrar of Joint Stock Companies.

Certificate received by Fred Jones for Commercial Union

14 Cheapside E.C.

Date May 29th 1917

1/4yc

77593

4 AUG 1917

Special Resolution.

FIVE SHILLINGS

Passed 5th June, 1917. *Confirmed 20th June*, 1917.

AT an EXTRAORDINARY GENERAL MEETING of THE EAGLE & BRITISH DOMINIONS INSURANCE COMPANY, LIMITED, duly convened and held at the Registered Office of the Company, British Dominions House, Royal Exchange Avenue, in the City of London, on Tuesday, the 5th day of June, 1917, the subjoined Resolution was duly passed as an Extraordinary Resolution; and at a subsequent EXTRAORDINARY GENERAL MEETING of the said Company, also duly convened, and held at British Dominions House, Royal Exchange Avenue, in the City of London, on Wednesday, the 20th day of June, 1917, the subjoined Resolution was duly confirmed as a **Special Resolution :—**

RESOLUTION.

That the Articles of Association of the Company be altered as follows :—

(1) By inserting in Article 128 immediately after the words "at home or abroad" the following words "and also for the management and transaction of the affairs of any particular class or section or particular classes or sections of the Company's business or assets whether situate or carried on in any specified locality or not so situate or carried on."

(2) By inserting in Article 129 immediately after the word "local" wherever it appears in that article, the words "or subsidiary" and after the words "any of the affairs of the Company" the following words "or any particular class or section or particular classes or sections of the affairs business or assets of the Company whether situate or carried on" and after the words "specified locality" the words "or not."

(3) By inserting in Article 130 the words "or subsidiary" immediately after the word "local."

J. GARDINER,

Secretary.

A true and correct copy

J Gardiner

103492
15 NOV 1917

Special Resolutions.

Passed 26th September, 1917. *Confirmed 11th October*, 1917.

AT an EXTRAORDINARY GENERAL MEETING of THE EAGLE AND BRITISH DOMINIONS INSURANCE COMPANY, LIMITED, duly convened, and held at the Registered Office of the Company, British Dominions House, Royal Exchange Avenue, in the City of London, on Wednesday, the 26th September, 1917, the subjoined Resolutions were duly passed as Extraordinary Resolutions; and at a subsequent EXTRAORDINARY GENERAL MEETING of the said Company, also duly convened, and held at British Dominions House, Royal Exchange Avenue, in the City of London, on Thursday, the 11th October, 1917, the subjoined Resolutions were duly confirmed as **Special Resolutions**:

RESOLUTIONS:

1. That the name of the Company be changed from "The Eagle and British Dominions Insurance Company Limited" to "The Eagle, Star and British Dominions Insurance Company Limited" and that such change shall take effect as from the date when the Provisional Agreement dated the 10th day of September, 1917, and made between Sir Horace Brooks Marshall on behalf of the Star Assurance Society of the one part and Edward Mortimer Mountain on behalf of this Company of the other part with such modifications (if any) as the Court may require or approve for the amalgamation of the respective Companies becomes absolute and the consent of the Board of Trade to such change shall have been registered.

2. That the Articles of Association of the Company be altered in manner hereinafter stated and that such alteration shall take effect as from the date when the Provisional Agreement dated the 10th day of September, 1917, and made between Sir Horace Brooks Marshall on behalf of the Star Assurance Society of the one part and Edward Mortimer Mountain on behalf of this Company of the other part with such modifications (if any) as the Court may require or approve for the amalgamation of the respective Companies becomes absolute:—

(*a*) In Article 64 the following words shall be inserted after the words "or shall be unwilling to act as Chairman" namely, "the Deputy Chairman (if any) shall preside at such meeting if present and willing to act, but if there shall be no Deputy Chairman or if he be not present within the period aforesaid or be unwilling to act."

(*b*) In Article 85 the word "sixteen" shall be substituted for the word "eleven."

(*c*) The following Article shall be inserted after Article 86a.

"86b. So soon as the Provisional Agreement dated the 10th September, 1917, and made between Sir Horace Brooks Marshall on behalf of the Star Assurance Society of the one part and Edward Mortimer Mountain on behalf of this Company of the other part with such modifications (if any) as the Court may require for the amalgamation of the Star Assurance Society and this Company shall become absolute, the five additional Directors to be appointed members of the Board as therein mentioned shall become and be Directors of the Company for the periods and upon the terms as to remuneration and otherwise, and subject to the conditions specified in the said Agreement. None of the said additional Directors shall be liable to retirement by rotation."

15 NOV 1917

(*d*) Article 88 shall be cancelled and the following Article shall be substituted therefor, namely:

"88. Save as otherwise provided by the said Provisional Agreement of the 10th September, 1917 (either as originally framed or as modified in any way), each of the Directors shall be paid out of the Funds of the Company by way of remuneration for his services such yearly sum as will provide for him the clear yearly sum of £400 after deduction of income tax, but excluding super tax, and the Chairman of the Board such additional sum not exceeding in respect of any year a sum sufficient to provide the further sum of £250 after deduction of income tax, but excluding super tax, as may from time to time be fixed by the Directors. All remuneration payable to Directors shall be deemed to accrue *de die in diem* and shall be paid by quarterly instalments."

(*e*) In Article 105 the word "two" shall be substituted for the word "one."

(*f*) In Article 106 the word "Directors" shall be substituted for the word "Director," in the first two places in which the latter word occurs, and the word "have" shall be substituted for the word "has" in line two of that Article.

(*g*) Article 116 shall be cancelled and the following shall be substituted therefor, namely:

"116. The Directors may elect a Chairman and Deputy Chairman of their Board and determine the period for which they are to hold office respectively but the Directors shall appoint a Deputy Chairman in accordance with and on the terms of the said Provisional Agreement referred to in Article 86b subject to such modifications thereof (if any) as the Court may require or approve. The Chairman so elected shall preside at all meetings of the Board and if no such Chairman be elected or if at any meeting the Chairman be not present within fifteen minutes after the time appointed for holding the same the Deputy Chairman (if any) shall preside at such meeting but if there shall be no Deputy Chairman or if he is not present within the time aforesaid the Directors present shall choose one of their number to act as Chairman of such meeting and the Director so chosen shall preside at such meeting accordingly. Any meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities powers and discretions by or under the regulations of the Company for the time being vested in or exercisable by the Directors generally."

J. GARDINER,
Secretary.

A true and correct copy.
J. Gardiner
Secretary

B

[C. No. 92.]

It is requested that any reply to this letter may be addressed to the Comptroller of the Companies Department, Board of Trade, 55, Whitehall, London, S.W. (Telegraphic Address: "Companies, Parl, London,") and that the following number may be quoted:—

9190

REGISTERED
10371
5 DEC 1917

BOARD OF TRADE,
4th December 1917.

Gentlemen,

"THE EAGLE AND BRITISH DOMINTONS INSURANCE COMPANY LIMITED"

With reference to your application of the 6th November I am directed by the Board of Trade to inform you that they approve of the name of the above-named Company being changed to "THE EAGLE, STAR AND BRITISH DOMINIONS INSURANCE COMPANY LIMITED"

This communication should be tendered to the Registrar of Joint Stock Companies, Somerset House, Strand, W.C. 2. as his authority for entering the new name on the Register, and for issuing his Certificate under Section 8 (4) of the Companies (Consolidation) Act, 1908. A Postal Order for 5/-, made payable to the Commissioners of Inland Revenue, must at the same time be forwarded to the Registrar in payment of the Registration fee.

I am, Gentlemen

Your obedient Servant,

H. M. Wilcarks

Joint Stock Companies.

Messrs Simmons & Simmons
74, Cheapside.
E.C. 2.

(+) (7165) 3740 80A 500 11-16 W B & L

DUPLICATE FOR THE FILE.

No. 82051

Certificate of Change of Name.

I hereby Certify, That the

Eagle and British Dominions Insurance Company Limited

having, with the sanction of a Special Resolution of the said Company, and with the approval of the BOARD OF TRADE, changed its name, is now called the

Eagle, Star and British Dominions Insurance Company Limited

and I have entered such new name on the Register accordingly.

Given under my hand at London, this Fifth day of December one Thousand Nine Hundred and Seventeen.

H. Brittles

Registrar of Joint Stock Companies.

Certificate received by Rhodbrook

for Simmons & Simmons

74 Cheapside E.C.

Date 6 Dec 1917

1453

REGISTERED
100618
20 NOV 1918

COMPANIES REGISTRATION FIVE SHILLINGS 20 19

Special Resolution.

Passed 24th October, 1918. *Confirmed 11th November, 1918.*

AT an EXTRAORDINARY GENERAL MEETING of the EAGLE, STAR AND BRITISH DOMINIONS INSURANCE COMPANY, LIMITED, duly convened, and held at 32 Moorgate Street, in the City of London, on Thursday, the 24th October, 1918, the subjoined Resolution was duly passed as an Extraordinary Resolution; and at a subsequent EXTRAORDINARY GENERAL MEETING of the said Company, also duly convened, and held at 32 Moorgate Street, in the City of London, on Monday, the 11th November, 1918, the subjoined Resolution was duly confirmed as a **Special Resolution:**

RESOLUTION:

That the Articles of Association of the Company be altered in manner hereinafter stated and that such alteration shall take effect as from the date when the Provisional Agreement dated the 10th day of October, 1918, and made between Monier Faithfull Monier-Williams on behalf of the English and Scottish Law Life Assurance Association of the one part and Sir Edward Mortimer Mountain on behalf of this Company of the other part with such modifications (if any) as the Court may require or approve for the amalgamation of the respective Companies becomes absolute:—

(*a*) In Article 85 the word "eighteen" shall be substituted for the word "sixteen."

(*b*) The following Article shall be inserted after Article 86b.

"86c. So soon as the Provisional Agreement dated the 10th October 1918 and made between Monier Faithfull Monier-Williams on behalf of the English and Scottish Law Life Assurance Association of the one part and Sir Edward Mortimer Mountain on behalf of the Company of the other part with such modifications (if any) as the Court may require for the amalgamation of the English and Scottish Law Life Assurance Association and the Company shall become absolute Monier Faithfull Monier-Williams and Albert George Scott the Directors to be appointed Members of the Board as therein mentioned shall become and be Directors of the Company for the periods and upon the terms as to remuneration and otherwise and subject to the conditions specified in the said Agreement. Neither the said Monier Faithfull Monier-Williams nor the said Albert George Scott shall be liable to retirement by rotation."

J. GARDINER,
Secretary.

NOV. 1918

REGISTERED
136042
16 SEP 1921

COMPANIES REGISTRATION
FIVE SHILLINGS

Special Resolution.

Passed 17th August, 1921. *Confirmed 1st September, 1921.*

AT an EXTRAORDINARY GENERAL MEETING of the EAGLE, STAR AND BRITISH DOMINIONS INSURANCE COMPANY, LIMITED, duly convened, and held at 32, Moorgate Street, in the City of London, on Wednesday, the 17th August, 1921, the subjoined Resolution was duly passed as an Extraordinary Resolution; and at a subsequent EXTRAORDINARY GENERAL MEETING of the said Company, also duly convened, and held at 32, Moorgate Street, in the City of London, on Thursday, the 1st September, 1921, the subjoined Resolution was duly confirmed as a **Special Resolution :**

RESOLUTION :

"That in Article 85, the word 'twenty' shall be substituted for the word 'eighteen.'"

J. GARDINER,
Secretary.

COMPANIES' REGISTRATION OFFICE
16 SEP 1921

Number of Company } 82051

Form No. 26.

THE STAMP ACT, 1891.

(54 & 55 Vict., Ch. 39.)

COMPANY LIMITED BY SHARES.

Statement of Increase of the Nominal Capital

OF

REGISTERED
15 DEC 1931

THE EAGLE STAR AND BRITISH DOMINIONS INSURANCE COMPANY

LIMITED.

Pursuant to Section 112 of the Stamp Act, 1891, as amended by Section 7 of the Finance Act 1899, by Section 39 of the Finance Act 1920, and Section 41 of the Finance Act, 1933.

NOTE.—The Stamp Duty on an increase of Nominal Capital is Ten Shillings for every £100 or fraction of £100.

This Statement is to be filed with the Notice of Increase which must be filed pursuant to Section 52 (1) of the Companies Act, 1929. If not so filed within 15 days after the passing of the Resolution by which the Capital is increased, Interest on the duty at the rate of 5 per cent. per annum from the date of the passing of the Resolution is also payable. (Sec. 5 of the Revenue Act, 1903.)

Presented by

SIMMONS & SIMMONS,
1, Threadneedle Street
E.C.2.

THE SOLICITORS' LAW STATIONERY SOCIETY, LIMITED,
22 Chancery Lane, W.C.2, 27 & 28 Walbrook, E.C.4, 49 Bedford Row, W.C.1, 6 Victoria Street, S.W.1, 15 Hanover Street, W.1, 19 & 21 North John Street, Liverpool, 2, 77 Colmore Row, Birmingham, 3, and 66 St. Vincent Street, Glasgow.
PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS.

THE NOMINAL CAPITAL

OF

THE EAGLE STAR AND BRITISH DOMINIONS INSURANCE COMPANY

....., *Limited,*

has been increased by the addition thereto of the sum of

£1,167,868, *divided into* 1,000,000 4% Second Cumulative Preference shares of £1 each and 55,956 10% Preferred Ordinary *Shares of* £3 *each, beyond the registered*

Capital of Three million nine hundred thousand pounds

Signature John Spencer

Officer SECRETARY.

Dated the 14th day of December 1934.

---

* *This Statement should be signed by a Director or Manager or Secretary of the Company.*

Number of Company } 82051

Form No. 26.

THE STAMP ACT, 1891.

(54 & 55 VICT., CH. 39.)

COMPANY LIMITED BY SHARES.

Statement of Increase of the Nominal Capital

OF

THE EAGLE STAR AND BRITISH DOMINIONS INSURANCE COMPANY

LIMITED.

Pursuant to Section 112 of the Stamp Act, 1891, as amended by Section 7 of the Finance Act 1899, by Section 39 of the Finance Act 1920, and Section 41 of the Finance Act, 1933.

REGISTERED 21 APR 1936

NOTE.—The Stamp Duty on an increase of Nominal Capital is Ten Shillings for every £100 or fraction of £100.

This Statement is to be filed with the Notice of Increase which must be filed pursuant to Section 52 (1) of the Companies Act, 1929. If not so filed within 15 days after the passing of the Resolution by which the Capital is increased, Interest on the duty at the rate of 5 per cent. per annum from the date of the passing of the Resolution is also payable. (Sec. 5 of the Revenue Act, 1903.)

Presented by

SIMMONS & SIMMONS,

1, Threadneedle Street,

E.C.2.

THE SOLICITORS' LAW STATIONERY SOCIETY, LIMITED,
22 Chancery Lane, W.C.2, 27 & 28 Walbrook, E.C.4, 49 Bedford Row, W.C.1, 6 Victoria Street, S.W.1, 15 Hanover Street, W.1, 19 & 21 North John Street, Liverpool, 2, 77 Colmore Row, Birmingham, 3, and 66 St. Vincent Street, Glasgow.
PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS.

THE NOMINAL CAPITAL

OF

THE EAGLE STAR AND BRITISH DOMINIONS INSURANCE COMPANY *Limited,*

has been increased by the addition thereto of the sum of

£ 432,132, *divided into* 144,044

Shares of £3 *each, beyond the registered*

Capital of £5,067,868

**Signature* L. A. Mount Jr.

Officer Secretary.

Dated the 21st day of April 1936.

** This Statement should be signed by a Director or Manager or Secretary of the Company.*

Number of Company 82051

Form No. 10.

THE COMPANIES ACT, 1929.

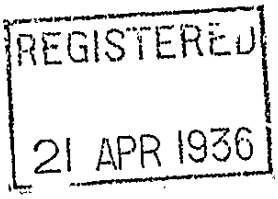
Notice of Increase in Nominal Capital

Pursuant to Section 52.

Insert the Name of the Company.

THE EAGLE STAR AND BRITISH DOMINIONS INSURANCE COMPANY

LIMITED.



NOTE.—This notice and a printed copy of the Resolution authorising the increase must be filed within 15 days after the passing of the Resolution. If default is made the Company and every officer in default is liable to a default fine (sec. 52 (3) of the Act).

Presented by

SIMMONS & SIMMONS,

1, Threadneedle Street,

E.C.2.

The Solicitors' Law Stationery Society, Limited,
22 Chancery Lane, W.C.2, 27 & 28 Walbrook, E.C.4, 49 Bedford Row, W.C.1,
6 Victoria Street, S.W.1, 15 Hanover Street, W.1,
19 & 21 North John St., Liverpool, 2, 77 Colmore Row, Birmingham, 3, 66 St. Vincent St., Glasgow.
PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS.

11662n.21-5-35

[See Back.

To THE REGISTRAR OF COMPANIES.

THE EAGLE STAR AND BRITISH DOMINIONS INSURANCE COMPANY

Limited, hereby gives you notice, pursuant to Section 52 of the Companies Act, 1929, that by an* Extraordinary Resolution of the Company dated the 21st day of April 1936 the Nominal Capital of the Company has been increased by the addition thereto of the sum of £432,132 beyond the Registered Capital of £5,067,868

432,132
5,500,000

*"Ordinary," "Extraordinary," or "Special".

The additional Capital is divided as follows:—

Number of Shares.	Class of Shares.	Nominal amount of each Share.
144,044	Ordinary	£3

The Conditions (e.g., voting rights, dividends, &c.) subject to which the new shares have been, or are to be, issued are as follows:—

The additional Ordinary shares of £3 each are to rank in all respects pari passu with the existing Ordinary shares in the Company but so that such new shares may be issued upon the terms that the dividends thereon be calculated on the amount from time to time paid up (other than in respect of premium) and as and from the receipt thereof.

** If any of the new shares are Preference Shares state whether they are redeemable or not.

Signature L. A. Monat Jones

State whether Director, Manager or Secretary Secretary

Dated the 21st day of April 1936

THE COMPANIES ACT, 1929.

THE EAGLE, STAR AND BRITISH DOMINIONS INSURANCE COMPANY LIMITED.

At an EXTRAORDINARY GENERAL MEETING of the above-named Company duly convened and held at 32, Moorgate, in the City of London, on Tuesday, the 16th day of March, 1937, the following Resolutions were duly passed as Special Resolutions, namely:—

REGISTERED
24 MAR 1937

Resolutions

1. That the Scheme of Arrangement between the Company and (*a*) the holders of the Ordinary Shares of £3 each (fully paid); (*b*) the holders of the Ordinary Shares of £3 each (£1 paid); (*c*) the holders of the Ordinary Shares of £3 each (15s. paid); and (*d*) the holders of the Ordinary Shares of £3 each (10s. paid) in the capital of the Company produced to this Meeting and for the purpose of identification initialled by the Chairman thereof be and the same is hereby sanctioned and approved.

2. That upon such Scheme becoming binding and taking effect:—

(1) The capital of the Company be reorganised pursuant thereto by dividing the 291,831 Ordinary Shares of £3 each (fully paid), 52,250 Ordinary Shares of £3 each (£1 paid), 60,000 Ordinary Shares of £3 each (15s. paid) and 62,092 Ordinary Shares of £3 each (10s. paid) in the capital of the Company into the following classes, namely:—1,849,686 Ordinary Shares of 10s. each (fully paid) and 157,892 Ordinary Shares of £3 each (10s. paid) in manner following:—

(*a*) Each Ordinary Share of £3 (fully paid) shall be subdivided into six fully paid Ordinary Shares of 10s. each.

(*b*) Every five Ordinary Shares of £3 each (£1 paid) shall be consolidated into one Ordinary Share of £15 (£5 paid) and each of the Ordinary Shares of £15 (£5 paid) resulting from such consolidation shall be subdivided into:—

(i) Six Ordinary Shares of 10s. each (fully paid); and

(ii) Four Ordinary Shares of £3 each (10s. paid).

(*c*) Every ten Ordinary Shares of £3 each (15s. paid) shall be consolidated into one share of £30 (£7 10s. paid) and each of the

Ordinary Shares of £30 (£7 10s. paid) resulting from such consolidation shall be subdivided into :—

(i) Six Ordinary Shares of 10s. each (fully paid); and

(ii) Nine Ordinary Shares of £3 each (10s. paid).

(2) Upon such consolidation :—

(*a*) In the case of Members holding more than five Ordinary Shares of £3 each (£1 paid), but whose holding thereof is not of an exact multiple of five such shares; and

(*b*) In the case of Members holding more than ten Ordinary Shares of £3 each (15s. paid), but whose holding thereof is not of an exact multiple of ten such shares, the Directors shall settle any difficulty which may arise with regard thereto and in particular may sell the shares or any of them resulting from the sub-division of shares arising on the consolidation of the fractions of such respective multiples held by such respective Members to such person or persons, at such time or times, at such price or prices and in such manner as they may in their absolute discretion think fit and shall distribute the net proceeds of sale :—

(i) Of shares resulting from the subdivision of shares arising on the consolidation of Ordinary Shares of £3 each (£1 paid) among the holders of such fractional holdings of such shares rateably in accordance with their rights and interests in such shares so sold; and

(ii) Of shares resulting from the sub-division of shares arising on the consolidation of Ordinary Shares of £3 each (15s. paid) among the holders of such fractional holdings of such shares rateably in accordance with their rights and interests in such shares so sold and in connection therewith the Directors may appoint some person to transfer the shares sold to the purchaser or purchasers thereof and such appointment and any transfer executed in pursuance thereof shall be effective.

(3) Each of the 77,313 unissued Ordinary Shares of £3 each in the capital of the Company shall be subdivided into six Ordinary Shares of 10s. each.

(4) At General Meetings of the Company upon a poll the holders of the Ordinary Shares of 10s. each and of the Ordinary Shares of £3 each (10s. paid) resulting from such reorganisation and subdivision present in person or by proxy thereat shall (subject as hereinafter provided) have one vote for every such Ordinary Share held by them respectively provided that if upon such poll the holders of any class or classes of shares [other than the

Ordinary Shares of 10s. each and the Ordinary Shares of £3 each (10s. paid)] shall for the time being be entitled to vote, the holders of the said Ordinary Shares of 10s. each so present shall have one vote only for every six such Ordinary Shares of 10s. each held by them respectively.

(5) Article 74 of the Articles of Association of the Company shall be altered by deleting the words "In case of a poll every Member shall have one vote for every share held by him" and by substituting therefor the words "Subject as aforesaid and as hereinafter provided and subject to the provisions of Article 53 upon a poll every Member present in person or by proxy shall have one vote for every share held by him. Provided that if the holders of any class or classes of shares [other than the Ordinary Shares of 10s. each and the Ordinary Shares of £3 each (10s. paid)] shall for the time being be entitled to vote upon such poll the holders of the Ordinary Shares of 10s. each so present shall have one vote only for every six such Ordinary Shares of 10s. each held by them respectively".

(6) Every holder of now existing Ordinary Shares of £3 each (fully paid), Ordinary Shares of £3 (£1 paid) and Ordinary Shares of £3 (15s. paid) shall deliver up to the Company his certificates for such shares in order that the same may be exchanged for fresh certificates for the shares and cash (if any) to which he will be entitled by virtue of the said Scheme.

3. That the name of the Company be changed to "Eagle Star Insurance Company Limited" upon the approval of the Board of Trade, signified in writing, being duly obtained thereto.

E. M. MOUNTAIN,
Chairman.

THE EAGLE, STAR AND BRITISH DOMINIONS INSURANCE COMPANY LIMITED

At an EXTRAORDINARY GENERAL MEETING of the above-named Company, duly convened and held at 32, Moorgate, in the City of London, on Thursday, the 15th day of April, 1937, the following Resolution was duly passed as a Special Resolution, namely:—

Resolution

That the Articles of Association of the Company be altered in manner following, that is to say:—

REGISTERED
21 APR 1937

(1) By deleting the existing Article 13 and substituting therefor the following Article to be numbered 13:—

"13. Every Member shall without payment be entitled to receive within two months after allotment or lodgment of transfer (or within such other period as the conditions of issue shall provide) a certificate under the Seal for each class of shares held by him bearing the autographic signatures of one or more Directors and the Secretary, or such other person as may be appointed by the Directors, specifying the shares allotted or transferred to him and the amount paid up thereon; provided that the expression 'transfer' for the purposes of this Article means a transfer duly stamped and otherwise valid and does not include such a transfer as the Company is for any reason entitled to refuse to register and does not register; provided also that in the case of joint holders the Company shall not be bound to issue more than one certificate in respect of each class of shares to all the joint holders, and delivery of such certificate to any one of them shall be sufficient delivery to all."

(2) By inserting immediately after the existing Article 32 the following new Article to be numbered 32 (A):—

"32 (A). There shall be paid to the Company in respect of the registration of any probate, letters of administration, power of attorney or notice of distringas, such fee, not exceeding 5s., as the Directors may from time to time require or prescribe and in respect of the registration of any certificate of marriage or death or other document relating to or affecting the title to any shares or for making any other

REGISTERED
21 APR 1937

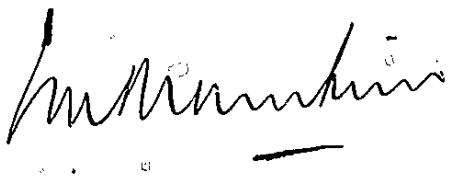
entry in the Register affecting the title to any share, such fee, not exceeding 2s. 6d., as the Directors may from time to time require or prescribe."

(3) By deleting the existing Article 135 and substituting therefor the following new Article to be numbered 135 and headed as follows :—

"AUTHENTICATION OF DEEDS AND DOCUMENTS.

"135. At least one Director and the Secretary or such other person as may be appointed by the Directors shall autographically sign every instrument to which the Seal shall have been affixed and, in favour of any purchaser or person *bona fide* dealing with the Company, such signatures shall be conclusive evidence of the fact that the Seal has been properly affixed."

E. M. MOUNTAIN,
Chairman.



IN THE HIGH COURT OF JUSTICE

0078 of 1937

CHANCERY DIVISION

MR. JUSTICE SIMONDS for

MR. JUSTICE BENNETT

TUESDAY the 27th day of APRIL, 1937

IN THE MATTER of THE EAGLE STAR AND BRITISH DOMINIONS INSURANCE COMPANY LIMITED

- and -

IN THE MATTER of THE COMPANIES ACT, 1929

F. 92 W 3.

1 MAY 1937

UPON the Petition of the above named The Eagle Star and British Dominions Insurance Company Limited whose registered office is situate at 1 Threadneedle Street in the City of London on the 6th April 1937 preferred unto this Court AND UPON HEARING Counsel for the Petitioner AND UPON READING the said Petition the Order dated the 5th February 1937 (whereby the said Company was ordered to convene separate meetings of the holders of (1) its Ordinary Shares of £3 each (fully paid) (2) its Ordinary Shares of £3 each (£1 paid) (3) its Ordinary Shares of £3 each (15/- paid) and (4) its Ordinary shares of £3 each (10/- paid) for the purposes of considering and if thought fit approving with or without modification, a Scheme of Arrangement proposed to be made between the said Company and the holders of its said shares) the "London Gazette" and the "Times" the "Scotsman" the "Glasgow Herald" the "Irish News (Belfast)" and the "Irish Times" newspapers all dated the 23rd February 1937 (all containing an advertisement of the notice convening the meetings directed to be held by the said Order dated the 5th

February 1937) the affidavit of Leonard Alexander Mouat Jones filed the 4th February 1937 the two Affidavits of Sir Edward Mortimer Mountain, Baronet and the several Affidavits of Charles John Marriott and Reginald Turner Joint all filed the 7th April 1937 and the Exhibits in the said Affidavits respectively referred to

THIS COURT DOTH HEREBY SANCTION the Scheme of Arrangement as set forth in the First Schedule to the said Petition and in the Schedule hereto

AND IT IS ORDERED that the above named Company do deliver an office copy of this Order to the Registrar of Companies

Arthur Stebbel
Registrar

A.S. Registrar

THE SCHEDULE above referred to

No. 0078 of 1937.

In the High Court of Justice.

CHANCERY DIVISION.

MR. JUSTICE EVE.

IN THE MATTER OF THE EAGLE, STAR AND BRITISH DOMINIONS INSURANCE COMPANY LIMITED

AND

IN THE MATTER OF THE COMPANIES ACT 1929.

Scheme of Arrangement

BETWEEN

the Company and

(*a*) the holders of the Ordinary Shares of £3 each (fully paid)

(*b*) the holders of the Ordinary Shares of £3 each (£1 paid)

(*c*) the holders of the Ordinary Shares of £3 each (15s. paid) and

(*d*) the holders of the Ordinary Shares of £3 each (10s. paid)

of the Company.

PRELIMINARY.

1. The authorised share capital of the Company is £5,500,000 divided as follows :—

	Nominal Share Capital.
1,000,000 4 per Cent. Cumulative Preference Shares of £1 each	£1,000,000
1,000,000 4 per Cent. Second Cumulative Preference Shares of £1 each	1,000,000
615,514 Preferred Ordinary Shares of £3 each ...	1,846,542
543,486 Ordinary Shares of £3 each	1,630,458
23,000 Unclassified Shares of £1 each	23,000
Total	£5,500,000

2. The issued shares in the capital of the Company and its paid up share capital are as follows :—

Issued.	Paid Up Share Capital.
1,000,000 Cumulative Preference Shares of £1 each (fully paid)	£1,000,000 0 0
1,000,000 4 per Cent. Second Cumulative Preference Shares of £1 each (fully paid)	1,000,000 0 0

615,514 Preferred Ordinary Shares of £3 each (6s. paid)	184,654	4	0
291,831 Ordinary Shares of £3 each (fully paid)	875,493	0	0
52,250 Ordinary Shares of £3 each (£1 paid)	52,250	0	0
60,000 Ordinary Shares of £3 each (15s. paid)	45,000	0	0
62,092 Ordinary Shares of £3 each (10s. paid)	31,046	0	0
	£3,188,443	4	0

SCHEME.

1. The capital of the Company to be reorganised by dividing the 291,831 Ordinary Shares of £3 each (fully paid) 52,250 Ordinary Shares of £3 each (£1 paid) 60,000 Ordinary Shares of £3 each (15s. paid) and 62,092 Ordinary Shares of £3 each (10s. paid) in the capital of the Company into the following Classes namely 1,849,686 Ordinary Shares of 10s. each (fully paid) and 157,892 Ordinary Shares of £3 each (10s. paid) in manner following :—

(*a*) each Ordinary Share of £3 (fully paid) shall be sub-divided into six fully paid Ordinary Shares of 10s. each

(*b*) every five Ordinary Shares of £3 each (£1 paid) shall be consolidated into one Ordinary Share of £15 (£5 paid) and each of the Ordinary Shares of £15 (£5 paid) resulting from such consolidation shall be sub-divided into
(1) six Ordinary Shares of 10s. each (fully paid) and
(2) four Ordinary Shares of £3 each (10s. paid)

(*c*) every ten Ordinary Shares of £3 each (15s. paid) shall be consolidated into one share of £30 (£7 10s. 0d. paid) and each of the Ordinary Shares of £30 each (£7 10s. 0d. paid) resulting from such consolidation shall be sub-divided into
(1) six Ordinary Shares of 10s. each (fully paid) and
(2) nine Ordinary Shares of £3 each (10s. paid).

2. Upon such consolidation :—

(*a*) in the case of Members holding more than five Ordinary Shares of £3 each (£1 paid) but whose holding thereof is not of an exact multiple of five such shares and

(*b*) in the case of Members holding more than ten Ordinary Shares of £3 each (15s. paid) but whose holding thereof is not of an exact multiple of ten such shares the Directors shall settle any difficulty which may arise with regard thereto and in particular may sell the shares or any of them resulting from the sub-division of shares arising on the consolidation of the fractions of such respective

multiples held by such respective Members to such person or persons at such time or times at such price or prices and in such manner as they may in their absolute discretion think fit and shall distribute the net proceeds of sale

(i) of shares resulting from the sub-division of shares arising on the consolidation of Ordinary Shares of £3 each (£1 paid) among the holders of such fractional holdings of such shares rateably in accordance with their rights and interests in such shares so sold and

(ii) of shares resulting from the sub-division of shares arising on the consolidation of Ordinary Shares of £3 each (15s. paid) among the holders of such fractional holdings of such shares rateably in accordance with their rights and interests in such shares so sold and in connection therewith the Directors may appoint some person to transfer the shares sold to the purchaser or purchasers thereof and such appointment and any transfer executed in pursuance thereof shall be effective.

3. Each of the 77,313 unissued Ordinary Shares of £3 each in the capital of the Company to be sub-divided into six Ordinary Shares of 10s. each.

4. At General Meetings of the Company upon a poll the holders of the Ordinary Shares of 10s. each and of the Ordinary Shares of £3 each (10s. paid) resulting from such reorganisation and sub-division present in person or by proxy thereat shall (subject as hereinafter provided) have one vote for every such Ordinary Share held by them respectively provided that if upon such poll the holders of any class or classes of shares (other than the Ordinary Shares of 10s. each and the Ordinary Shares of £3 each (10s. paid)) shall for the time being be entitled to vote, the holders of the said Ordinary Shares of 10s. each so present shall have one vote only for every six such Ordinary Shares of 10s. each held by them respectively, in order not to affect prejudicially the proportion for the time being attached to such other classes of shares of the total voting power attached to all the shares in the capital of the Company.

5. Upon this Scheme becoming binding and taking effect every holder of now existing Ordinary Shares of £3 each (fully paid) Ordinary Shares of £3 each (£1 paid) and Ordinary Shares of £3 each (15s. paid) shall deliver up to the Company his certificates for such shares in order that the same may be exchanged for fresh certificates for the shares and cash (if any) to which he may be entitled by virtue of this Scheme.

6. The Company may consent to any modification of this Scheme or condition which the Court may think fit to approve or impose.

No. 0078 of 1937.

In the High Court of Justice.

CHANCERY DIVISION.

MR. JUSTICE EVE.

Re THE EAGLE, STAR AND BRITISH DOMINIONS INSURANCE COMPANY LIMITED

AND

Re THE COMPANIES ACT 1929.

Scheme

SIMMONS & SIMMONS,
1, THREADNEEDLE STREET,
E.C.2.

ST. CLEMENTS PRESS LTD., *Day & Night Company Printers*, Kingsway, W.C.2, *and* Copthall House, E.C.2. Holborn 7600.

27th APRIL, 1937

IN THE HIGH COURT OF JUSTICE

CHANCERY DIVISION

MR. JUSTICE SIMONDS for

MR. JUSTICE BENNETT

R E: THE EAGLE STAR AND BRITISH DOMINIONS INSURANCE COMPANY LIMITED

- and -

R E: THE COMPANIES ACT, 1929

O R D E R

sanctioning Scheme of Arrangement

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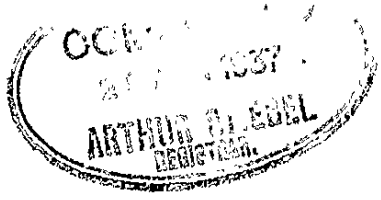
fos.7.



SIMMONS & SIMMONS
1 Threadneedle Street,
E.C.2.

B/.5~65~

[C.D. 39.]

It is requested that any reply to this letter may be addressed to the Comptroller of the Companies Department, Board of Trade, Central Buildings, Matthew Parker Street, London, S.W.1. (Telegraphic Address: "Companies, Parl, London." Telephone Number: Whitehall 5140), and that the following number may be quoted:— 10126/36.

BOARD OF TRADE,

23rd April, 1937.

The Eagle, Star and British Dominions Insurance Company Limited.

Gentlemen,

With reference to your application of the 20th April,

I am directed by the Board of Trade to inform you that they approve of the name of the above-named company being changed to

"Eagle Star Insurance Company Limited"

This communication should be tendered to the Registrar of Companies, Bush House, Aldwych, W.C.2.

as his authority for entering the new name on the Register, and for issuing his certificate under Section 19 (4) of the Companies Act, 1929. A Postal Order for 5/- made payable to the Commissioners of Inland Revenue, must at the same time be forwarded to the Registrar in payment of the registration fee.

REGISTERED
1 MAY 1937

I am, Gentlemen,

Your obedient Servant,

W. S. Rainbow

Simmons and Simmons,
Threadneedle Street,
E.C.2.

REGISTRATION
MAY 1937

DUPLICATE FOR THE FILE.

No. 82051

Certificate of Change of Name.

I hereby Certify That

THE EAGLE, STAR AND BRITISH DOMINIONS INSURANCE COMPANY LIMITED

having, with the sanction of a **Special Resolution** of the said Company and with the approval of the BOARD OF TRADE, changed its name, is now called

EAGLE STAR INSURANCE COMPANY LIMITED

and I have entered such new name on the Register accordingly.

Given under my hand at London, this first day of May One Thousand Nine Hundred and thirty-seven.

Assistant Registrar of Companies.

Certificate received by

Date 4/5/37

Number of Company 82451

Form No. 28.

THE COMPANIES ACT, 1929.

A 5/- Companies Registration Fee Stamp must be *impressed* here.

NOTICE of CONSOLIDATION, DIVISION, SUB-DIVISION, or CONVERSION into STOCK of SHARES, specifying the SHARES so Consolidated, Divided, Sub-divided, or Converted into Stock, or of the Re-Conversion into Shares of Stock, specifying the Stock so re-converted, or of the Redemption of Redeemable Preference Shares or of the Cancellation of Shares (otherwise than in connection with a reduction of share capital under Section 55 of The Companies Act, 1929).

Pursuant to Section 51.

Insert the Name of the Company EAGLE STAR INSURANCE COMPANY LIMITED.

REGISTERED 6 MAY 1937

Presented by

SIMMONS & SIMMONS,

1, Threadneedle Street,

E.C.2.

The Solicitors' Law Stationery Society, Limited, 22 Chancery Lane, W.C.2, 27 & 28 Walbrook, E.C.4, 49 Bedford Row, W.C.1, 6 Victoria Street, S.W 1, 15 Hanover Street, W.1, 19 & 21 North John Street, Liverpool, 2, 77 Colmore Row, Birmingham, 3, and 157 Hope Street, Glasgow, C.2.
PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS.

Companies 4B.—31135B.19-8-36.

176

6 MAY 1937

The Companies Act, 1929.

EAGLE STAR & BRITISH DOMINIONS INSURANCE COMPANY LIMITED.

At an Extraordinary General Meeting of The Eagle Star & British Dominions Insurance Company Limited, duly convened and held on Monday, the 29th day of May, 1933, the following Resolution Nod: 1 was duly passed as an Extraordinary Resolution and Resolutions Nod. 2 and 3 were duly passed as Special Resolutions.

REGISTERED
29 MAY 1933

Resolutions.

1. That the capital of the Company be increased to £3,900,000 by the creation of 900,000 new shares of £1 each.

2. That the Articles of Association of the Company be altered in manner following, that is to say:—

(1) By inserting immediately after the existing Article 47 the following new Articles to be numbered 47A and 47B and headed as follows:—

CONVERSION OF SHARES INTO STOCK.

47A. The Company may from time to time by resolution of a General Meeting convert all or any of its paid-up shares into Stock, and may from time to time in like manner reconvert such Stock into paid-up shares of any denomination. When any shares have been converted into Stock, the several holders of such Stock may transfer their respective interests therein or any part of such interests in such manner as the Company in General Meeting shall direct, but in default of any such direction, then in the same manner and subject to the same regulations as and subject to which the shares from which the Stock arose might previously to conversion have been transferred, or as near thereto as circumstances will admit. But the Directors may, if they think fit, from time to time fix the minimum amount of Stock transferable; provided that such minimum shall not exceed the nominal amount of the shares from which the Stock arose.

47B. The several holders of Stock shall be entitled to participate in the dividends and profits of the Company according to the amount of their respective interests in such Stock, and such interests shall, in proportion to the amount thereof, confer on the holders thereof respectively the same privileges and advantages for the purposes of voting at meetings of the Company and for other purposes as if they held the shares from which the Stock arose, but so that none of such privileges or advantages, except the participation in the dividends, profits and assets of the Company, shall be conferred by

any such aliquot part of consolidated Stock as would not, if existing in shares, have conferred such privilege or advantage. All such provisions of these Articles (other than those relating to share warrants) as are applicable to paid-up shares shall apply to Stock, and in all such provisions the word " share " and " shareholder " shall include " Stock " and " stockholder."

(2) Article 140 by inserting therein immediately after the words " equalising dividends " the words " or paying special dividends."

(3) By inserting immediately after the existing Article 148 the following new Article to be numbered 148A and headed as follows :—

CAPITALISATION.

148A. (1) A General Meeting may at any time and from time to time when no dividend on any Preference Shares or Preferred Ordinary Shares is in arrear direct the capitalisation of the whole or any part of the profits for the time being of the Company or any accumulations of profits carried to the general reserve fund or any sum carried to the general reserve fund as the result of a sale of assets or any part thereof or any sum received by way of premium on the issue of any shares, debentures, debenture stock or other obligations of the Company by the appropriation of the same to the holders of the Ordinary Shares of the Company in proportion to the amounts paid or credited as paid thereon (otherwise than in advance of calls) on the footing that the same be not paid in cash but be applied in payment in full at par of shares, debentures, debenture stock or other obligations of the Company to be distributed credited as fully paid amongst the holders of the Ordinary Shares of the Company in the proportion aforesaid.

(2) Provided that if the sanction of an agreement ratified by the holders of at least three-fourths of the nominal amount of the issued Ordinary Shares or confirmed by an Extraordinary Resolution passed at a separate General Meeting of the holders of the issued Ordinary Shares pursuant to Article 55 is obtained (whether before or after the adoption of this Article) and the Company by Special Resolution so determine the shares arising from any such capitalisation may notwithstanding any other provisions contained in these Articles be allotted to the holders of any class of shares as the consideration for the alteration or abrogation of all or any of the preferential or special rights attached to shares of that class.

(3) The Directors shall give effect to any such resolution and shall apply such portion of the profits or general reserve fund as aforesaid as may be required for the purpose of making payment in full at par for the shares, debentures, debenture stock or other obligations of the Company so to be distributed provided that no such distribution shall be made unless recommended by the Directors.

(4) Where any difficulty arises with regard to the distribution the Directors may settle the same as they think expedient and in particular may issue fractional certificates and generally may make such arrangements for the allotment, acceptance and sale of such shares, debentures, debenture stock or other obligations of the Company or fractional certificates and otherwise as they may think fit.

(5) The Directors may appoint any person to sign a contract on behalf of the Ordinary Shareholders and/or any person participating in such distribution and such appointment shall be effective and the contract may provide for the acceptance by such persons

of the shares, debentures, debenture stock or other obligations to be allotted to them respectively in satisfaction of all claims in respect of the sum so capitalised, and in the case of holders of shares other than Ordinary Shares in consideration of the alteration or abrogation of all or any of the preferential or special rights attached to such shares and where required such contract shall be delivered for registration in accordance with the provisions of the Companies Act, 1929.

(6) For the purposes of this Article the fixed preferential dividend on Preference Shares or Preferred Ordinary Shares shall be deemed to be in arrear if not paid on the usual half-yearly dates.

(7) This Article is subject to any special condition which may after the adoption hereof be attached to any shares or upon which any shares may for the time being be held.

(4) By inserting immediately before the first word in the existing Article 74 the following words, namely:—

The Preference Shares and Preferred Ordinary Shares respectively shall confer upon the holders thereof respectively the right to receive notice of and to attend and vote at a General Meeting of the Company only if and when at the time of convening such meeting the fixed cumulative preferential dividend on the Preference Shares or (as the case may be) the Preferred Ordinary Shares is six months in arrear or if the business of the meeting includes the consideration of any resolution directly affecting the special rights and privileges attached to such Preference Shares or (as the case may be) such Preferred Ordinary Shares or any resolution reducing the capital of the Company or for winding up the Company. For the purpose of this Article the fixed cumulative preferential dividend on the Preference Shares and Preferred Ordinary Shares shall be deemed to be payable by half-yearly instalments on the 1st day of January and the 1st day of July in each year. Subject as aforesaid

3. That:—

(1) Each of the existing 41,000 Preference Shares of £3 each be sub-divided into three Preference Shares of £1 each.

(2) As from the 29th day of May 1933 the rate of fixed cumulative preferential dividend payable in respect of such shares shall be at the rate of 4 per cent. per annum in lieu of the existing rate of 6 per cent. per annum.

(3) Of the 900,000 new shares of £1 each, 877,000 shares shall be 4 per Cent. Preference Shares ranking as to dividend, capital, voting and in all other respects *pari passu* with the 123,000 4 per Cent. Preference Shares of £1 each resulting from such sub-division and alteration of rights.

(4) The sum of £61,002, part of the undivided profits of the Company, be capitalised and be applied in paying up in full 61,002 of such new 4 per Cent. Preference Shares of £1 each and that such 61,002 fully-paid 4 per Cent. Preference Shares be distributed amongst the holders at noon on the 29th day of May 1933 of the 122,004 fully paid 4 per Cent. Preference Shares of £1 each resulting from such sub-division at the rate of one such fully paid new 4 per Cent. Preference Share of £1 ranking for dividend as from the 29th day of May 1933 for every two 4 per Cent. Preference Shares of £1 then already held by such holders respectively, but so that no Member shall be entitled to receive a fraction of a share and that the total of the

INDISTINCT ORIGINAL

fractions of shares which would otherwise be liable to be issued shall be sold to such persons as the Directors may think fit and the net proceeds of such sale divided amongst the Members who would otherwise be entitled to such fractions in proportion to the fractions to which they would otherwise be entitled.

(5) As from the 1st day of January 1933 the cumulative preferential dividend payable in respect of the Preferred Ordinary Shares in the capital of the Company and any arrears thereof payable in a winding-up shall be at the rate of 10 per cent. per annum (in lieu of 8 per cent. per annum and participating rights up to but not exceeding a further 2 per cent. per annum), but such shares shall not confer any further right to participate in profits.

Chairman.

Number of Company 82057

Form No. 26.

THE STAMP ACT, 1891.

(54 & 55 VICT., CH. 39.)

COMPANY LIMITED BY SHARES.

Statement of Increase of the Nominal Capital

OF

REGISTERED
29 MAY 1935

The Eagle Star & British Dominions Insurance Company.

LIMITED.

Pursuant to Section 112 of the Stamp Act, 1891, as amended by Section 7 of the Finance Act, 1899, and by Section 39 of the Finance Act, 1920.

NOTE.—The Stamp Duty on an increase of Nominal Capital is One Pound for every £100 or fraction of £100.

This Statement is to be filed with the Notice of Increase which must be filed pursuant to Section 52 (1) of the Companies Act, 1929. If not so filed within 15 days after the passing of the Resolution by which the Capital is increased, Interest on the duty at the rate of 5 per cent. per annum from the date of the passing of the Resolution is also payable. (Sec. 5 of the Revenue Act, 1903.)

Presented by Simmons & Simmons

1 Threadneedle St
E.C.2.

The Solicitors' Law Stationery Society, Limited,
22 Chancery Lane, W.C.2, 27 & 28 Walbrook, E.C.4, 49 Bedford Row, W.C.1, 6 Victoria Street, S.W.1, 15 Hanover Street, W.1, 19 & 21 North John Street, Liverpool, and 66 St. Vincent Street, Glasgow.
PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS.

Companies Form 6B. 3943A.23-5-32. W125.

[See Back.]

THE NOMINAL CAPITAL

OF

The Eagle Star & British Dominions Insurance Company, Limited,

has been increased by the addition thereto of the sum of

£900,000——, divided into 900,000

Shares of One pound each, beyond the registered

Capital of Three million pounds

*Signature Simmons & Simmons

Officer Solicitors for the Company.

Dated the 21st day of May 1923.

* This Statement should be signed by a Director or Manager or Secretary of the Company.

EAGLE STAR & BRITISH DOMINIONS INSURANCE COMPANY LIMITED.

REGISTERED
29 MAY 1933

At a SEPARATE GENERAL MEETING of the holders of the Preference Shares in the capital of The Eagle Star & British Dominions Insurance Company Limited duly convened and held on Monday, the 29th day of May, 1933, the following Resolution was duly passed as an Extraordinary Resolution pursuant to Article 55 of the Articles of Association of the Company, that is to say:—

Resolution.

That this Separate General Meeting of the holders of Preference Shares in the capital of The Eagle Star & British Dominions Insurance Company Limited on behalf of all the holders of such shares hereby confirms the Agreement dated the 6th day of May, 1933, and made between the Company of the one part and John Spencer, Esq., contracting on behalf of all the holders of (1) the Preference Shares; (2) the Preferred Ordinary Shares; and (3) the Ordinary Shares in the capital of the Company of the other part submitted to this Meeting and sanctions the passing by the Company of the Extraordinary and Special Resolutions set forth in the Schedule to such Agreement (being the resolutions set forth in the notice convening an Extraordinary General Meeting of the Company for the 29th day of May, 1933, accompanying the notice of this Meeting) amended so as to provide for the sub-division of all the Preference Shares (whether issued or unissued) into shares of £1, and hereby sanctions the sub-division of the existing Preference Shares into shares of £1 each, the alteration of the rate of preferential dividend thereon to 4 per cent. per annum as from the 29th day of May, 1933, the increase of capital and the creation of 877,000 further 4 per cent. Preference Shares of £1 each ranking *pari passu* with the existing Preference Shares, the alteration of Articles and voting rights, capitalisation of profits, the issue of 61,002 new fully paid 4 per cent. Preference Shares of £1 each to the holders of the Preference Shares in consideration of the alteration of the rights attached thereto and every alteration of the rights and privileges belonging to the said existing Preference Shares involved in or requisite for giving effect to such resolutions.

Chairman.

197 [illegible]

62051/516

The Companies Act, 1929.

EAGLE STAR & BRITISH DOMINIONS INSURANCE COMPANY LIMITED.

At a SEPARATE GENERAL MEETING of the holders of the Ordinary Shares in the capital of The Eagle Star & British Dominions Insurance Company Limited duly convened and held on Monday, the 29th day of May, 1933, the following Resolution was duly passed as an Extraordinary Resolution pursuant to Article 55 of the Articles of Association of the Company, that is to say:—

REGISTERED
31 MAY 1933

Resolution.

That this Separate General Meeting of the holders of Ordinary Shares in the capital of The Eagle Star & British Dominions Insurance Company Limited on behalf of all the holders of such shares hereby confirms the Agreement dated the 6th day of May, 1933, and made between the Company of the one part and John Spencer, Esq., contracting on behalf of the holders of (1) the Preference Shares ; (2) the Preferred Ordinary Shares ; and (3) the Ordinary Shares in the capital of the Company of the other part, submitted to this Meeting and sanctions the passing by the Company of the Extraordinary and Special Resolutions set forth in the Schedule to such Agreement (being the resolutions set forth in the notice convening an Extraordinary General Meeting of the Company for the 29th day of May, 1933, accompanying the notice of this Meeting) amended so as to provide for the sub-division of all the Preference Shares (whether issued or unissued) into shares of £1, and hereby sanctions the sub-division of the existing Preference Shares into shares of £1 each, the alteration of the rate of preferential dividend thereon to 4 per cent. per annum as from the 29th day of May, 1933, the increase of capital and the creation of 877,000 further 4 per cent. Preference Shares of £1 each ranking *pari passu* with the existing Preference Shares, the alteration of the fixed cumulative preferential dividend on the Preferred Ordinary Shares, the alteration of Articles, the capitalisation of profits, the issue of 61,002 new fully paid 4 per cent. Preference Shares of £1 each to the holders of the Preference Shares in consideration of the alteration of the rights attached thereto, and every alteration of the rights and privileges belonging to the Ordinary Shares involved in or requisite for giving effect to such resolutions.

Chairman.

82051

The Companies Act, 1929.

EAGLE STAR & BRITISH DOMINIONS INSURANCE COMPANY LIMITED.

At a SEPARATE GENERAL MEETING of the holders of the Preferred Ordinary Shares in the capital of The Eagle Star & British Dominions Insurance Company Limited duly convened and held on Monday, the 29th day of May, 1933, the following Resolution was duly passed as an Extraordinary Resolution pursuant to Article 55 of the Articles of Association of the Company, that is to say:—

REGISTERED
31 MAY 1933

Resolution.

That this Separate General Meeting of the holders of the Preferred Ordinary Shares in the capital of The Eagle Star & British Dominions Insurance Company Limited on behalf of all the holders of such shares hereby confirms the Agreement dated the 6th day of May, 1933, and made between the Company of the one part and John Spencer, Esq., contracting on behalf of the holders of (1) the Preference Shares; (2) the Preferred Ordinary Shares; and (3) the Ordinary Shares in the capital of the Company of the other part submitted to this meeting and sanctions the passing by the Company of the Extraordinary and Special Resolutions set forth in the Schedule to such Agreement (being the resolutions set forth in the notice convening an Extraordinary General Meeting of the Company for the 29th day of May, 1933, accompanying the notice of this meeting) amended so as to provide for the sub-division of all the Preference Shares (whether issued or unissued) into shares of £1, and hereby sanctions the alteration of the rate of fixed cumulative preferential dividend on such Preferred Ordinary Shares to 10 per cent. per annum as from the 1st day of January, 1933 (in lieu of the existing rate of 8 per cent. per annum with participating rights up to but not exceeding 2 per cent. per annum). the increase of capital, the subdivision of the existing Preference ... ... shares of £1 each, the alteration of the rate of preferential dividend thereon from 6 per cent. to 4 per cent. per annum as from the 29th day of May, 1933, and the creation of 877,000 further 4 per cent. Preference Shares of £1 each ranking *pari passu* with the existing Preference Shares, the alteration of Articles and voting rights and capitalisation of profits, the issue of 61,002 new fully paid 4 per cent. Preference Shares of £1 each to the holders of the Preference Shares in consideration of the alteration of the rights attached thereto and every alteration of the rights and privileges belonging to the said Preferred Ordinary Shares involved in or requisite for giving effect to such resolutions.

Chairman.

Number of Company } 1/570

Form No. 10.

THE COMPANIES ACT, 1929.

Notice of Increase in Nominal Capital

Pursuant to Section 52.

REGISTERED
2 JUN 1936

Name of Company. { The Eagle Star and British Dominions Insurance Company LIMITED.

NOTE.—This notice and a printed copy of the Resolution authorising the increase must be filed within 15 days after the passing of the Resolution. If default is made the Company and every officer in default is liable to a default fine (sec. 52 (3) of the Act).

Presented by Simmons & Simmons
1 Broadwick St.
London. E.C.1.

The Solicitors' Law Stationery Society, Limited, 22 Chancery Lane, W.C.2, 27 & 28 Walbrook, E.C.4, 49 Bedford Row, W.C.1, 6 Victoria St., S.W.1, 15 Hanover St., W.1, 19 & 21 North John St., Liverpool, and 66, St. Vincent Street, Glasgow.

To THE REGISTRAR OF COMPANIES.

The Eagle Star and British Dominions Insurance Company Limited, hereby gives you notice, pursuant to Section 52 of the Companies Act, 1929, that by ~~a~~ *an Extraordinary Resolution of the Company dated the 29th day of May 1933 the Nominal Capital of the Company has been increased by the addition thereto of the sum of £900,000 beyond the Registered Capital of £3,000,000.

*"Ordinary," "Extraordinary," or "Special".

The additional Capital is divided as follows:—

Number of Shares.	Class of Shares.	Nominal amount of each Share.
877000	Cumulative Preference (not redeemable)	£1.
23000	None	£1.

The Conditions (e.g. voting rights, dividends, &c.) subject to which the new shares have been, or are to be, issued are as follows:—

The 877,000 Cumulative Preference Shares are entitled to a fixed Cumulative Preferential Dividend at the rate of 4 per cent per annum on the amount paid up on such shares. The said shares are also entitled to receive notice of and to attend and vote at General Meetings if and when at the time of convening such meetings (1) the fixed Cumulative Preferential Dividend on such shares is six months in arrear (2) if the business of the Meeting includes the consideration of any Resolution directly affecting the rights of such shares or any Resolution reducing the capital of or for winding-up the Company. In a winding-up the said shares are entitled to return of capital in priority to the Preferred Ordinary and Ordinary Shares of the Company.

The 23,000 shares are unissued and have no rights attached to them whatsoever.

** If any of the new shares are Preference Shares state whether they are redeemable or not.

Signature John S[illegible]

State whether Director, Manager or Secretary } Secretary

Dated the first day of June 1933

THE EAGLE STAR AND BRITISH DOMINIONS INSURANCE COMPANY LIMITED.

AT a SEPARATE GENERAL MEETING of the holders of the Preferred Ordinary Shares in the capital of the above named Company duly convened and held at 32, Moorgate, in the City of London, on Friday, the 14th day of December, 1934, the following RESOLUTION was duly passed as an EXTRAORDINARY RESOLUTION in accordance with Article 55 of the Articles of Association of the Company, namely :—

REGISTERED
15 DEC 1934

RESOLUTION.

"That this Separate General Meeting of the holders of Preferred Ordinary Shares in the capital of The Eagle Star and British Dominions Insurance Company Limited on behalf of all the holders of such Shares, hereby sanctions the creation and issue by the Company of 1,000,000 new 4% Second Cumulative Preference Shares of £1 each (ranking in priority to the said Preferred Ordinary Shares) and 55,956 new Preferred Ordinary Shares of £3 each (ranking in all respects *pari passu* with the existing Preferred Ordinary Shares), with such respective rights as are specified in the Resolutions set forth in the Schedule hereto proposed to be passed at the Extraordinary General Meeting of the Company to be held on the 14th day of December, 1934."

SCHEDULE.

"1. That the capital of the Company be increased to £5,067,868 by the creation of 1,000,000 shares of £1 each, and 55,956 shares of £3 each.

2. That the said 1,000,000 new shares of £1 each shall be 4 per cent Second Cumulative Preference Shares and shall confer and be issued with the following rights, viz. :—

(A) The right to a cumulative preferential dividend (ranking next after the cumulative preferential dividend payable on the existing 1,000,000 4 per cent. Preference Shares in the Company) at the rate of 4 per cent. per annum on the amount for the time being paid up or credited as paid up thereon and payable half yearly on the 1st day of January and the 1st day of July in each year, in priority to any payment of dividend on any other shares in the Company.

(B) The right in a winding up, to have the capital paid or credited as paid up on the said 4 per cent. Second Cumulative Preference Shares together with any arrears of cumulative preferential dividend at the rate of 4 per cent. per annum up to the commencement of the winding up, repaid in full out of the surplus assets remaining after

satisfying all claims of the said existing 1,000,000 4 per cent. Preference Shares, and in priority to any repayment of capital on any other shares of the Company.

(c) The right upon a poll to one vote for every 4 per cent. Second Cumulative Preference Share held (without prejudice to the right of the holder to one vote as a member upon a show of hands) provided always that the said 4 per cent. Second Cumulative Preference Shares shall confer on the holders thereof the right to receive notice of, and to attend and vote at a General Meeting of the Company, only if and when at the time of convening such meeting the fixed cumulative preferential dividend on the said shares is six months in arrear, or if the business of the Meeting includes the consideration of any resolution directly affecting the special rights and privileges attached to such shares, for any resolution of the Company for reducing the capital of the Company, or for winding up the Company. For this purpose the fixed cumulative preferential dividend on the said shares shall be deemed to be payable, by half yearly instalments, on the 1st day of January and the 1st day of July in each year.

(d) The said 4 per cent. Second Cumulative Preference Shares shall not confer any further right to participate in profits or assets.

(e) No debentures or debenture stock shall be issued by the Company, nor shall any new shares ranking, as to dividend or capital, *pari passu*, with or in priority to the said 4 per cent. Second Cumulative Preference Shares be created or issued by the Company, without the sanction of an Extraordinary Resolution of the holders of such 4 per cent. Second Cumulative Preference Shares passed at a separate General Meeting thereof, held in accordance with Article 55 of the Company's Articles of Association.

3. That the said 55,956 new shares of £3 each, shall be Preferred Ordinary Shares and shall rank, *pari passu*, as to dividend, capital, voting and in all other respects, with and entitled to the same rights as the existing 550,558 Preferred Ordinary Shares of £3 each, except that the first dividend on such 55,956 new shares of £3 each shall be calculated from the date of allotment thereof."

E. M. MOUNTAIN,

Chairman.

THE EAGLE STAR AND BRITISH DOMINIONS INSURANCE COMPANY LIMITED.

AT an EXTRAORDINARY GENERAL MEETING of the above-named Company duly convened and held at 32, Moorgate, in the City of London, on Friday the 14th day of December, 1934, the following Resolution numbered 1 was duly passed as an EXTRAORDINARY RESOLUTION and the following Resolutions numbered 2 and 3 were duly passed as SPECIAL RESOLUTIONS:—

REGISTERED
15 DEC 1934

RESOLUTIONS.

"1. That the capital of the Company be increased to £5,067,868 by the creation of 1,000,000 shares of £1 each, and 55,956 shares of £3 each.

2. That the said 1,000,000 new shares of £1 each shall be 4 per cent. Second Cumulative Preference Shares and shall confer and be issued with the following rights, viz.:—

(A) The right to a cumulative preferential dividend (ranking next after the cumulative preferential dividend payable on the existing 1,000,000 4 per cent. Preference Shares in the Company) at the rate of 4 per cent. per annum on the amount for the time being paid up or credited as paid up thereon and payable half yearly on the 1st day of January and the 1st day of July in each year, in priority to any payment of dividend on any other shares in the Company.

(B) The right in a winding up, to have the capital paid or credited as paid up on the said 4 per cent. Second Cumulative Preference Shares together with any arrears of cumulative preferential dividend at the rate of 4 per cent. per annum up to the commencement of the winding up, repaid in full out of the surplus assets remaining after satisfying all claims of the said existing 1,000,000 4 per cent. Preference Shares, and in priority to any repayment of capital on any other shares of the Company.

(C) The right upon a poll to one vote for every 4 per cent. Second Cumulative Preference Share held (without prejudice to the right of the holder to one vote as a member upon a show of hands) provided always that the said 4 per cent. Second Cumulative Peference Shares shall confer on the holders thereof the right to receive notice of, and to attend and vote at a General Meeting of the Company, only if and when at the time of convening such meeting the fixed cumulative preferential dividend on the said shares is six months in arrear, or if the business of the meeting includes the consideration of any resolution directly affecting the special rights and privileges attached to such shares, or any resolution of the Company for reducing the capital of the Company, or for winding up the Company. For this purpose the fixed cumulative preferential dividend on the said shares shall be deemed to be payable, by half yearly instalments, on the 1st day of January and the 1st day of July in each year.

(D) The said 4 per cent. Second Cumulative Preference Shares shall not confer any further right to participate in profits or assets.

(E) No debentures or debenture stock shall be issued by the Company, nor shall any new shares ranking as to dividend or capital, *pari passu*, with or in priority to the said 4 per cent. Second Cumulative Preference Shares be created or issued by the Company, without the sanction of an Extraordinary Resolution of the holders of such 4 per cent. Second Cumulative Preference Shares passed at a separate General Meeting thereof, held in accordance with Article 55 of the Company's Articles of Association.

3. That the said 55,956 new shares of £3 each, shall be Preferred Ordinary Shares and shall rank, *pari passu*, as to dividend, capital, voting and in all other respects, with and entitled to the same rights as the existing 559,558 Preferred Ordinary Shares of £3 each, except that the first dividend on such 55,956 new shares of £3 each shall be calculated from the date of allotment thereof."

E. M. MOUNTAIN,
Chairman.

(FOLD HERE)

Number of Company 82021

THE COMPANIES ACT, 1929.

Notice of Increase in Nominal Capital

Pursuant to Section 52.

REGISTERED
15 DEC 1931

Insert the Name of the Company. THE EAGLE STAR AND BRITISH DOMINIONS INSURANCE COMPANY

LIMITED.

NOTE.—This notice and a printed copy of the Resolution authorising the increase must be filed within 15 days after the passing of the Resolution. If default is made the Company and every officer in default is liable to a default fine (sec. 52 (3) of the Act).

Presented by

SIMMONS & SIMMONS,
1, Threadneedle Street,
E.C.2.

The Solicitors' Law Stationery Society, Limited,
22 Chancery Lane, W.C.2, 27 & 28 Walbrook, E.C.4, 49 Bedford Row, W.C.1, 6 Victoria Street, S.W.1,
15 Hanover Street, W.1, 19 & 21 North John Street, Liverpool, 2, and 66 St. Vincent Street, Glasgow.
PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS.

20172.20-7-33

Companies Form No. 6A.

[See Back.

THE EAGLE STAR AND BRITISH DOMINIONS INSURANCE COMPANY LIMITED.

AT an EXTRAORDINARY GENERAL MEETING of the above-named Company duly convened and held at 32, Moorgate, in the City of London, on Friday the 14th day of December, 1934, the following Resolution numbered 1 was duly passed as an EXTRAORDINARY RESOLUTION and the following Resolutions numbered 2 and 3 were duly passed as SPECIAL RESOLUTIONS :—

RESOLUTIONS.

"1. That the capital of the Company be increased to £5,067,868 by the creation of 1,000,000 shares of £1 each, and 55,956 shares of £3 each.

2. That the said 1,000,000 new shares of £1 each shall be 4 per cent. Second Cumulative Preference Shares and shall confer and be issued with the following rights, viz. :—

(A) The right to a cumulative preferential dividend (ranking next after the cumulative preferential dividend payable on the existing 1,000,000 4 per cent. Preference Shares in the Company) at the rate of 4 per cent. per annum on the amount for the time being paid up or credited as paid up thereon and payable half yearly on the 1st day of January and the 1st day of July in each year, in priority to any payment of dividend on any other shares in the Company.

(B) The right in a winding up, to have the capital paid or credited as paid up on the said 4 per cent. Second Cumulative Preference Shares together with any arrears of cumulative preferential dividend at the rate of 4 per cent. per annum up to the commencement of the winding up, repaid in full out of the surplus assets remaining after satisfying all claims of the said existing 1,000,000 4 per cent. Preference Shares, and in priority to any repayment of capital on any other shares of the Company.

(C) The right upon a poll to one vote for every 4 per cent. Second Cumulative Preference Share held (without prejudice to the right of the holder to one vote as a member upon a show of hands) provided always that the said 4 per cent. Second Cumulative Peference Shares shall confer on the holders thereof the right to receive notice of, and to attend and vote at a General Meeting of the Company, only if and when at the time of convening such meeting the fixed cumulative preferential dividend on the said shares is six months in arrear, or if the business of the meeting includes the consideration of any resolution directly affecting the special rights and privileges attached to such shares, or any resolution of the Company for reducing the capital of the Company, or for winding up the Company. For this purpose the fixed cumulative preferential dividend on the said shares shall be deemed to be payable, by half yearly instalments, on the 1st day of January and the 1st day of July in each year.

(D) The said 4 per cent. Second Cumulative Preference Shares shall not confer any further right to participate in profits or assets.

(E) No debentures or debenture stock shall be issued by the Company, nor shall any new shares ranking as to dividend or capital, *pari passu*, with or in priority to the said 4 per cent. Second Cumulative Preference Shares be created or issued by the Company, without the sanction of an Extraordinary Resolution of the holders of such 4 per cent. Second Cumulative Preference Shares passed at a separate General Meeting thereof, held in accordance with Article 55 of the Company's Articles of Association.

"Ordinary," Extraordinary," & Special".

3 That the said 55,956 new shares of £3 each, shall be Preferred Ordinary Shares and shall rank, *pari passu*, as to dividend, capital, voting and in all other respects, with and entitled to the same rights as the existing 559,558 Preferred Ordinary Shares of £3 each, except that the first dividend on such 55,956 new shares of £3 each shall be calculated from the date of allotment thereof."

E. M. MOUNTAIN,

Chairman.

To THE REGISTRAR OF COMPANIES.

The Eagle Star and British Dominions Insurance Company

Limited, hereby gives you notice, pursuant to Section 52 of the Companies Act, 1929, that by an* Extraordinary Resolution of the Company dated the 14th day of December 193 the Nominal Capital of the Company has been increased by the addition thereto of the sum of £1,167,868

beyond the Registered Capital of £3,900,000

*'Ordinary," Extraordinary," or Special".

The additional Capital is divided as follows:—

Number of Shares.	Class of Shares.	Nominal amount of each Share.
1,000,000	4% Second Cumulative Preference shares of £1 each (not redeemable)	£1
55,956	10% Preferred Ordinary shares of £3 each.	£3

The Conditions (e.g., voting rights, dividends, &c.) subject to which the new shares have been, or are to be, issued are as follows:—

SEE RESOLUTIONS ATTACHED

*** If any of the new shares are Preference Shares state whether they are redeemable or not.

Signature John Spencer

State whether Director, Manager or Secretary SECRETARY.

Dated the 14th day of December 1934

Company No. 320511/46.

EAGLE STAR INSURANCE COMPANY LIMITED.

At an EXTRAORDINARY GENERAL MEETING of the above-named Company duly convened and held at No. 79, Pall Mall, London, S.W.1, on Wednesday, the 1st day of August, 1945, at 11 o'clock in the forenoon, the following Resolution was duly passed as a SPECIAL RESOLUTION, namely:—

REGISTERED 8 AUG 1945

Resolution.

That the Articles of Association be altered by deleting the existing Article 95 and substituting therefor the following new Article, namely:—

95(A). The Directors may grant such pensions allowances gratuities or other benefits to any persons or to the widows or dependents of any deceased persons in respect of services rendered by such persons or deceased persons to the Company as Directors or Managers or in any other offices or employment under the Company as they may from time to time consider expedient in the interest of the Company. Any such pensions or allowances may as the Directors consider advisable, be of such amounts and be granted for such periods, either for a life or lives or for a definite period or for a period terminable on the happening of any contingency or event, and generally on such terms and conditions as the Board may think fit, and a pension may be granted to any officer or employee either before or in anticipation of or upon or at any time after actual retirement, and the right of the grantee to receive a pension or benefit so granted shall not be affected by his being appointed or continuing in office as a Director and receiving remuneration as such.

(B) The Directors may provide out of the Company's moneys and vest in trustees upon trusts appropriate for the purpose, funds for providing for the payment of any pensions allowances gratuities or other benefits granted as aforesaid, and may also establish and contribute out of the Company's moneys to any schemes or funds under which officers and employees of the Company (including Directors holding other offices or employment) their widows or dependents, will or may become entitled to receive pensions, allowances, life assurances and other benefits on retirement or death after a certain length of service.

INSPECTOR OF STAMPS 8 AUG 1945

EAGLE STAR INSURANCE COMPANY LIMITED

At the ORDINARY GENERAL MEETING of the above-mentioned Company, duly convened and held at 79, Pall Mall, London, S.W.1, on Thursday, the 12th day of June, 1947, at 12.15 p.m., the under-mentioned Resolutions were duly passed as SPECIAL RESOLUTIONS, namely :—

RESOLUTION No. 1.

That the Articles of Association of the Company be altered by deleting the existing Article 88 and substituting therefor the following new Article, namely :—

(88). As from the first day of January, 1947, each of the Directors of the Main Board of the Company shall be paid out of the funds of the Company by way of remuneration for his services a yearly sum of £750 before deduction of Income Tax and Surtax and the Chairman of the Board shall, in addition, be entitled to such yearly sum as may be fixed by the Directors not exceeding £500 before deduction of Income Tax and Surtax. All remuneration payable to Directors shall be deemed to accrue from day to day and shall be paid by equal quarterly instalments.

REGISTERED
21 JUN 1947

RESOLUTION No. 2.

That the Articles of Association be altered by the inclusion of the following Articles to be inserted after Article 113 and before Article 114, namely :—

RETIREMENT OF DIRECTORS.

113(A). No Director of the Main Board of the Company shall be required to retire from or vacate his office, by virtue of any provision of the Statutes, prior to his attaining the age of 75 years but a Director of the Main Board shall vacate his office at the conclusion of the Annual General Meeting of the Company next after he attains that age.

113(B). A Director of the Main Board who retires in accordance with Article 113(A) may, by ordinary resolution of the Company, be re-appointed a Director of the Main Board for such period and on such terms as the Company shall by such resolution determine and, upon such re-appointment, he shall be deemed, for the purposes of ascertaining his retirement by rotation, to be a Director newly appointed at the time of the passing of the resolution, unless such resolution shall otherwise provide. Special notice of such resolution, stating the age of the Director to whom it relates, shall be given.

113(C). Articles 113(A) and 113(B) shall not apply to the Members of the Main Board who are in office at the date of the adoption of this Article and none of those Directors shall be required to retire at any time under an age limit, whether under these presents or under any provision of the Statutes.

113(D). Any acts done by a person as a Director shall be valid notwithstanding that it is afterwards discovered that his appointment had terminated by virtue of his having attained any specified age.

E. M. MOUNTAIN,
Chairman.

Certified correct,

2085

Chairman.

COMPANIES REGISTRATION
27 JUN

Number of Company 82051/592

Form No. 103

THE COMPANIES ACT 1948

A 5s. Companies Registration Fee Stamp must be *impressed* here.

Notice of Place where Register of Members is kept or of any Change in that Place

(*Pursuant to section* 110 (3))

Insert the Name of the Company

EAGLE STAR INSURANCE COMPANY LIMITED

REGISTRAR 18 NOV 1949

Section 110 of the Companies Act, 1948, provides that:—

* * * * *

(3) Every company shall send notice to the registrar of companies of the place where its register of members is kept and of any change in that place:

Provided that a company shall not be bound to send notice under this subsection where the register has, at all times since it came into existence or, in the case of a register in existence at the commencement of this Act, at all times since then, been kept at the registered office of the company.

(4) Where a company makes default in complying with subsection (1) of this section or makes default for fourteen days in complying with the last foregoing subsection, the company and every officer of the company who is in default shall be liable to a default fine.

COMPANIES REGISTRATION OFFICE 18 NOV 1949 67 A5

Presented by F.D. King,

Registrar,

1, Threadneedle Street, London, E.C.2.

The Solicitors' Law Stationery Society, Limited
22 Chancery Lane, W.C.2; 3 Bucklersbury, E.C.4; 49 Bedford Row, W.C.1; 6 Victoria Street, S.W.1; 15 Hanover Street, W.1; 55-59 Newhall Street, Birmingham, 3; 19 & 21 North John Street, Liverpool, 2; 5 St. James's Square, Manchester, 2; and 157 Hope Street, Glasgow, C.2

Notice of Place where Register of Members is kept or of any Change in that Place.

To the REGISTRAR OF COMPANIES.

EAGLE STAR INSURANCE COMPANY LIMITED

hereby gives you notice, in accordance with subsection (3) of section 110 of the Companies Act, 1948, that the register of members of the Company is kept at 32, Moorgate, London, E.C.2.

Signature J B Andrews

(*State whether Director or Secretary*) Secretary

Dated the 19th *day of* November 1949.

NOTE.—This Margin is reserved for binding and must not be written across.

EAGLE STAR INSURANCE COMPANY LIMITED

At an EXTRAORDINARY GENERAL MEETING of the above named Company duly convened and held at 22, Arlington Street, London, S.W.1, on Friday, the Seventeenth day of April, 1953, the subjoined resolutions were passed as Special Resolutions.

RESOLUTIONS

1. That the provisions of the Memorandum of Association of the Company with respect to its objects be and they are hereby altered by deleting the whole of existing Clause 3 thereof and substituting therefor the following new Clause, namely :—

3. The objects for which the Company is established are :—

(A) To carry on all kinds of insurance and assurance business, all kinds of re-insurance and re-assurance business, all kinds of counter-insurance and counter-assurance business, all kinds of guarantee and indemnity business and all kinds of counter-guarantee and counter-indemnity business and, in particular and without prejudice to the generality of the foregoing words, to carry on business of the following classes :—

(i) Life assurance, annuity, sinking fund and capital redemption,
(ii) Fire insurance,
(iii) Accident insurance,
(iv) Employers' liability and workmen's compensation insurance,
(v) Motor vehicle insurance,
(vi) Marine, aviation and transit insurance

in all forms and branches whether now known or hereafter to be devised.

REGISTERED 30 APR 1953

(B) To grant or effect assurances of all kinds securing payment of money, by way of a single payment or by several payments or by immediate or deferred annuities or otherwise, upon the happening of all or any of the following events : the death or marriage or birth or survivorship or failure of issue or the attainment of a given age by any person or persons or the expiration of any fixed or ascertainable period or the occurrence of any contingency or event which would or might be taken to affect any kind of interest of any person or persons in any property or other person or persons.

(C) To grant annuities of all kinds, whether dependent on human life or otherwise, and whether perpetual or terminable, immediate or deferred, absolute, contingent or otherwise, and to receive money on deposit at interest returnable by instalments or otherwise.

(D) To contract with leaseholders, borrowers, lenders, annuitants and others for the establishment, accumulation, provision and payment of sinking funds, redemption funds, depreciation funds and any other funds either in consideration of a lump sum or of an annual premium or otherwise.

(E) To grant insurances against every kind of loss, damage or injury caused by or consequential upon fire, lightning, hail, storm, tempest, flood, earthquake, explosion, naval or military or aerial operations, civil disturbance, usurped power or riot or the quelling thereof, transit by land or water or air, or other misfortune howsoever occurring and to grant insurances against any liabilities to third parties associated with the beforementioned perils.

(F) To grant insurances or guarantees against every kind of misadventure (including loss, damage or injury caused by or suffered by boilers and engineering installations or any other kind of property), accident, mortality, sickness, climatic conditions, burglary, theft or embezzlement or acts of negligence, error or omission, and against loss, damage or injury consequential upon transit by any means whatsoever, the making of calls upon shares, the diminution of dividends or income, the loss or forfeiture of licences, leases, other property and rights or the acceptance or incomplete discharge of obligations created by contracts or undertakings or transactions or by the operation of law or otherwise and to grant insurances against any liabilities to third parties associated with the beforementioned perils.

(G) To grant insurances against loss of or damage to or arising out of or in connection with the use of mechanically propelled vehicles and the third party risks arising therefrom.

(H) To grant insurances or to execute bonds or guarantees upon any type of ship, vessel or boat or aircraft or in relation thereto or arising therefrom, the machinery, tackle, furniture or equipment, the goods, merchandise or property of any description whatever on board, the freight or any other interest whatsoever, the risks incidental to construction, repair, landing, taking-off or docking, including third party risks, transit risks of all kinds and any other risks whatsoever.

(I) To give to any class or section of those who assure or have other dealings with the Company any rights over or in relation to any fund or funds, or a right to participate in the profits of the Company, or in the profits of any particular branch or part of its business, or any other special privileges, advantages or benefits, with power to vary the same.

(J) To establish agencies and branches and appoint agents and others to assist in the conduct or extension of the Company's business, and to regulate and discontinue the same.

(K) To act as agents for the issue of any bills, bonds, stock or shares, whether or not offered to the public for subscription, and to guarantee the subscription of any such securities or shares, and to act as trustee, executor or administrator with or without remuneration, and to undertake trusts of all kinds and the conduct of any business connected with trusts of any description or the estates of deceased persons, and to receive for safe custody any kind of property.

(L) To carry on directly or indirectly any other business which may seem to the Company capable of being conveniently carried on in connection with or in addition to any of the above-mentioned businesses or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property, rights or businesses for the time being.

(M) To acquire and undertake the whole or any part of the business, property and liabilities of any person or company carrying on any business which the Company is authorised to carry on, or possessed of property suitable for the purposes of this Company.

(P.T.O).

4419

(N) To enter into partnership or any arrangement for sharing profits or joint adventure with any person, persons or company carrying on or about to carry on any business which this Company is authorised to carry on, or any business capable of being conducted so as directly or indirectly to benefit this Company, and to acquire or join in acquiring any such business, and to amalgamate with any other company having objects altogether or in part similar to those of this Company.

(O) To purchase, take on lease or in exchange, hire, subscribe for or otherwise acquire, and to hold and deal with any property, real or personal, and any interests, rights, privileges or obligations of or in any company.

(P) To make, draw, accept, endorse, negotiate, discount, buy, sell and deal in bills, notes and other negotiable or transferable instruments.

(Q) To borrow and secure the payment of money in such manner and on such terms as the Directors may deem expedient and to mortgage or charge the undertaking and all or any part of the property and rights of the Company, present or future, including uncalled capital and to issue on such terms as may be thought expedient debentures or debenture stock, perpetual or redeemable.

(R) To lend money either with or without security to any person or company and to guarantee the performance of contracts or the payment of debts or liabilities by any person or company.

(S) To pay for any business, property or rights acquired or agreed to be acquired by this Company and generally to satisfy any obligation of this Company by the issue or transfer of shares of this or any other company credited as fully or partly paid up, or of debentures or other securities of this or any other company.

(T) To sell, exchange, let, develop, dispose of, or otherwise deal with the undertaking, or all or any part of the property of this Company, upon such terms and for such price or other consideration of any kind as the Company may think fit.

(U) To promote or assist in or contract with any person or company for the promotion of any company or companies, for the purpose of acquiring all or any of the property and liabilities of this Company or for any other purpose, and to take or otherwise acquire and hold shares, debentures or other securities of any such company and to subsidise or otherwise assist any such company, and to procure the registration or incorporation of any such company in or under the laws of any place outside England.

(V) To remunerate or make donations to any person or company for services rendered or to be rendered to the Company.

(W) To invest and deal with the moneys of the Company not immediately required, upon such securities and in such manner as may from time to time be determined by the Directors.

(X) To distribute among the Members or any class or classes of Members of the Company *in specie* any property of the Company.

(Y) To establish and support funds or institutions calculated to benefit directors, officers or ex-officers or employees or ex-employees of the Company or of any subsidiary company or of their predecessors in business or the dependants or connections of such persons and to grant to such persons pensions, allowances, gratuities or other benefits and to support or subscribe to any charitable or public institutions, clubs, societies or funds.

(Z) To do all or any of the above things in any part of the world as principals or agents, contractors, trustees or otherwise and by or through trustees, attorneys or agents and either alone or in conjunction with others, and to procure the Company to be registered or recognised in any foreign country or place.

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

And it is hereby declared that the word " company " in this Clause, except where used in reference to this Company, shall be deemed to include any person or partnership or other body of persons, whether incorporated or not incorporated and whether domiciled in the United Kingdom or elsewhere, and that the objects specified in each paragraph of this Clause, except where otherwise expressed in such paragraph, shall be separate and independent main objects of the Company and shall not be limited or restricted by reference to the terms of any other paragraph or the name of the Company.

2. That the regulations contained in the printed document produced to this meeting and for identification signed by the Chairman hereof be and the same are hereby adopted as the Articles of Association of the Company in substitution for and to the exclusion of all the existing Articles of Association of the Company.

B. E. S. MOUNTAIN,

Chairman.

THE COMPANIES ACTS, 1862 to 1900
THE COMPANIES ACT, 1948.

COMPANY LIMITED BY SHARES.

Articles of Association

OF

EAGLE STAR INSURANCE COMPANY LIMITED

(Adopted by Special Resolution passed at an Extraordinary General Meeting of the Company held on the 17th April, 1953.)

TABLE "A."

1. The regulations in Table "A" in the First Schedule to the Companies Act, 1862, shall not apply to the Company and these Articles shall be the only Articles of the Company.

INTERPRETATION.

2. In these Articles the following words and expressions bear the meanings hereby assigned to them except where the subject or context forbids :—

WORDS.	MEANINGS.
The Act	The Companies Act, 1948.
The Statutes ...	The Companies Act, 1948, and every other Act for the time being in force concerning companies and affecting the Company.
These Articles ...	These Articles of Association as drawn or as altered from time to time.

Words.	Meanings.
Directors	The Directors for time being of the Company.
The Board ...	The Directors of the Company present at a duly convened meeting of Directors at which a quorum is present.
The Register ...	The Register of Members required to be kept by Section 110 of the Act.
The Office ...	The registered office for the time being of the Company.
The Seal	The Common Seal of the Company.
The Secretary ...	Any person appointed to perform the duties of the Secretary of the Company.
The United Kingdom	Great Britain and Northern Ireland.
Month	Calendar Month.
Paid (up) ...	Includes credited as paid (up).
Dividend	Includes bonus.
Debenture ...	Includes Debenture Stock.
In writing ...	Written, printed, lithographed, or photographed, or visibly expressed in all or any of these or any other modes of representing or reproducing words.

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

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

Words importing persons shall include corporations.

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

CAPITAL.

3. The capital of the Company at the date of the adoption of these Articles is £5,500,000 divided into 1,000,000 4 per cent. Preference Shares of £1 each (all issued and fully paid up), 1,000,000 4 per cent. Second Preference Shares of £1 each (all issued and fully paid up), 615,514 Preferred Ordinary Shares of £3 each (6s. paid), 157,892 Ordinary Shares of £3 each (10s. paid), 2,313,564 Ordinary Shares of 10s. each (of which 2,172,800 have been issued and are fully paid up and 140,764 are unissued) and 23,000 unclassified Shares of £1 each.

(A) *The 4 per cent. Preference Shares :* The 4 per cent. Preference Shares carry the right to a fixed cumulative preferential dividend at the rate of 4 per cent. per annum on the capital for the time being paid up on such shares and rank both as regards dividend and return of capital in priority to all other shares in the Company but do not confer any further right to participate in profits or surplus assets.

No new shares ranking as to dividend or capital *pari passu* with or in priority to the 4 per cent. Preference Shares shall be created or issued by the Company without the sanction of an Extraordinary Resolution of the holders of the 4 per cent. Preference Shares passed at a separate general meeting thereof in accordance with Article 14.

(B) *The 4 per cent. Second Preference Shares :* The Second Preference Shares carry the right to a cumulative preferential dividend (ranking next after the cumulative preferential dividend payable on the existing 1,000,000 4 per cent. Preference Shares in the Company) at the rate of 4 per cent. per annum on the amount for the time being paid up thereon payable half yearly on the 1st day of January and the 1st day of July in each year in priority to any payment of dividend on any other shares in the Company and the right in a winding up to have the capital paid up on the Second Preference Shares together with any arrears of cumulative prefer-

ential dividend at the rate of 4 per cent. per annum up to the commencement of the winding up repaid in full out of the surplus assets remaining after satisfying all claims of the said 1,000,000 4 per cent. Preference Shares and in priority to any repayment of capital on any other shares in the Company but do not confer any further right to participate in profits or surplus assets.

No debentures shall be issued by the Company nor shall any new shares ranking as to dividend or capital *pari passu* with or in priority to the Second Preference Shares be created or issued by the Company without the sanction of an Extraordinary Resolution of the holders of the Second Preference Shares passed at a separate general meeting thereof in accordance with Article 14.

(c) *The Preferred Ordinary Shares :* The Preferred Ordinary Shares carry the right to a cumulative preferential dividend (ranking next after the cumulative preferential dividend payable on the 1,000,000 Second Preference Shares of the Company) at the rate of 10 per cent. per annum on the amount for the time being paid up thereon and payable half yearly and the right in a winding up to have the capital paid up on the said Preferred Ordinary Shares together with any arrears of the cumulative preferential dividend at the rate of 10 per cent. per annum up to the commencement of the winding up repaid in full out of the surplus assets remaining after satisfying all claims of the said 4 per cent. Preference Shares and Second Preference Shares and in priority to any repayment of capital on any other shares of the Company but do not confer any further right to participate in profits or surplus assets.

No debentures shall be issued by the Company nor shall any new shares ranking as to dividend or capital *pari passu* with or in priority to the Preferred Ordinary Shares be created or issued by the Company without the sanction of an Extraordinary Resolution of the holders of the Preferred Ordinary Shares passed at a separate general meeting thereof held in accordance with Article 14.

No part of the capital remaining unpaid on the Preferred Ordinary Shares shall be capable of being

called up unless and until the whole of the capital for the time being remaining unpaid in respect of the Ordinary Shares in the capital of the Company for the time being issued and in respect of all other shares (if any) in the capital of the Company for the time being issued and ranking after the Preferred Ordinary Shares shall have been called up.

CONVERSION OF SHARES INTO STOCK.

4. The Company may, from time to time, by Ordinary Resolution, convert all or any of its paid-up shares into stock and may from time to time, in like manner, reconvert any such stock into paid-up shares of any denomination.

5. The holders of stock may transfer their respective interests therein, or any part of such interests, in such manner as the Company by Ordinary Resolution shall direct but, in default of any such direction, in the same manner and subject to the same regulations as and subject to which the shares from which the stock arose might previously to conversion have been transferred, or as near thereto as circumstances will admit. But the Board may, if it thinks fit, from time to time fix the minimum amount of stock transferable, provided that such minimum shall not exceed the nominal amount of the shares from which the stock arose.

6. The holders of stock shall be entitled to participate in the dividends and profits of the Company according to the amount of their respective interests in such stock, and such interests shall, in proportion to the amount thereof, confer on the holders thereof respectively the same rights, privileges and advantages for the purpose of voting at meetings of the Company and for other purposes as if they held the shares from which the stock arose, but so that none of such rights, privileges or advantages, except the participation in the dividends, profits and assets of the Company, shall be conferred by any such amount of stock as would not, if existing in shares, have conferred such right, privilege or advantage. No warrants to bearer shall be issued in respect of stock.

7. All such provisions of these Articles as are applicable to paid-up shares shall apply to stock, and in all such provisions the words "share" and "shareholder" shall include "stock" and "stockholder."

INCREASE OF CAPITAL.

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

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

ALTERATION OF CAPITAL.

10. The Company may from time to time by Ordinary Resolution :—

(A) Consolidate and divide all or any of its share capital into shares of larger or smaller amount than its existing shares.

(B) Cancel any shares which at the date of the passing of the resolution have not been taken or agreed to be taken by any person, and diminish the amount of its share capital by the amount of the shares so cancelled.

(C) Sub-divide its shares, or any of them, into shares of smaller amount than is fixed by the Memorandum of Association, subject nevertheless to the provisions of Section 61 (1) (*d*) of the Act, and so that the Resolution whereby any share is sub-divided may determine that, as between the holders of the shares resulting from such sub-division, one or more of the shares may have any such preferred or other special rights over, or may have such deferred rights, or be subject to any such restrictions, as compared with the others, as the Company has power to attach to unissued or new shares.

11. The Company may from time to time by Special Resolution reduce its share capital, any capital redemption reserve fund or any

share premium account in any manner and with and subject to any incident authorised and consent required by law.

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

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

MODIFICATION OF CLASS RIGHTS.

14. All or any of the rights and privileges belonging to any preference or deferred shares or to any other special class of shares issued by the Company at any time may be affected, extinguished, altered, modified or dealt with by agreement between the Company and any person purporting to contract on behalf of that class, provided such agreement is ratified in writing by the holders of at least three-fourths of the nominal amount of the issued shares of that class or is confirmed by an Extraordinary Resolution passed at a separate General Meeting of the holders of shares of that class, and all the provisions hereinafter contained as to General Meetings shall *mutatis mutandis* apply to every such Meeting, but so that the quorum thereof shall be Members holding or representing by proxy three-fourths of the nominal amount of the issued shares of that class.

SHARES.

15. Subject to any special rights for the time being attached to any existing class of shares, any share in the Company (whether forming part of the present capital or not) may be issued with any such preferred, deferred, or other special rights, or subject to such conditions or restrictions, whether in regard to dividend, return of capital, voting or otherwise, as the Company may by Ordinary Resolution direct, or failing such direction, as the Board may determine.

16. The Company shall not give, whether directly or indirectly, and whether by means of a loan, guarantee, the provision of security or otherwise, any financial assistance for the purpose of or in connection with a purchase of or subscription made or to be made by any person for any shares in the Company or in its holding Company (if any), nor shall the Company make a loan for any purpose whatsoever on the security of its shares or those of its holding Company (if any), but nothing in this Article shall prohibit transactions mentioned in the proviso to Section 54 (1) of the Act.

17. The Company may pay a commission to any person in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally, or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any shares in the capital of the Company ; provided that such commission shall not exceed 10 per cent. of the price at which such shares are issued, or an amount equivalent to such percentage, and the requirements of Sections 53 and 124 of the Act and the Eighth Schedule thereto shall be observed. Any such commission may be satisfied wholly or partly in fully paid shares of the Company, in which case Section 52 of the Act shall be duly complied with. The Company may also on any issue of shares pay such brokerage as may be lawful.

18. The shares shall be at the disposal of the Board, which may allot, grant options over, or otherwise deal with or dispose of them to such persons, at such times and generally on such terms and conditions as it thinks proper, but so that no shares shall be issued at a discount, except in accordance with Section 57 of the Act.

19. If any shares shall be issued for the purpose of raising money to defray the expenses of construction of any works or buildings or the provision of any plant which cannot be made profitable for a lengthened period, the Company may pay interest at a rate not exceeding 4 per cent. per annum or such other rate as may for the time being be prescribed by Order of the Treasury on so much of such share capital as is for the time being paid up for the

period and subject to the conditions and restrictions specified in Section 65 of the Act, and may charge the sum so paid to capital as part of the cost of construction of the works or buildings, or the provision of plant.

20. If two or more persons are registered as joint holders of any share, any one of such persons may give effectual receipts for any dividend or other moneys payable in respect of such share.

21. No person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by or required to recognise any equitable, contingent, future or partial interest in any share or (except as only by these Articles otherwise expressly provided or as by Statute required or pursuant to an order of Court) any right whatsoever in respect of any share, other than an absolute right to the entirety thereof in the registered holder.

22. Every Member shall be entitled to receive without payment within two months after the allotment of shares to him or lodgment of a transfer of shares to or by him (or within such other period as the conditions of issue shall provide) one certificate under the Seal autographically signed by at least one Director and the Secretary or such other person as may be appointed by the Board for all the shares of each class registered or remaining registered in his name; provided that in the case of joint holders the Company shall not be bound to issue more than one certificate for each class of shares to all the joint holders, and delivery of any such certificate to any one of them shall be sufficient delivery to all. Every certificate shall be under the Seal and shall specify the number, class and distinctive numbers (if any) of the shares to which it relates and the amount paid up thereon. A Member shall be entitled to receive more than one certificate in respect of the shares held by him in the capital of the Company for the time being on the payment of such sum for each additional certificate not exceeding two shillings and sixpence as the Board may determine, provided that no Member shall be entitled to more than one certificate in respect of any one share held by him.

23. If any such certificate shall be worn out, defaced, destroyed or lost, it may be renewed on such evidence being produced as the Board shall require and, in case of wearing out or defacement, on delivery up of the old certificate, and in case of destruction or loss on execution of such indemnity (if any) and in either case on payment of such sum, not exceeding one shilling, as the Board may from time to time require. In the case of destruction or loss the Member to whom such renewed certificate is given shall also

bear and pay to the Company all expenses incidental to the investigation by the Company of the evidence of such destruction or loss and to such indemnity.

CALLS ON SHARES.

24. The Board, subject to the provisions of these Articles and to any conditions of issue, may from time to time make such calls upon the Members in respect of all moneys unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) as it thinks fit, provided that twenty-one days' notice at least is given of each call specifying the time or times and place of payment and provided that no call shall exceed one-half of the nominal value of the share or be made payable within one month after the date fixed for the payment of the then last preceding call, and each Member shall be liable to pay the amount of every call so made upon him to the persons and at the times and places appointed by the Board. A call may be made payable by instalments. A call shall be deemed to have been made as soon as the resolution of the Board authorising such call shall have been passed, and an entry in the Minute Book of a resolution of the Board making the call shall be conclusive evidence of the making of the call. A call may be revoked or postponed as the Board shall determine. The joint holders of a share shall be jointly and severally liable to pay all calls and instalments in respect thereof.

25. If, before or on the day appointed for payment thereof, a call or instalment payable in respect of a share is not paid the person from whom the amount of the call is due shall pay interest on such amount at such rate not exceeding 10 per cent. per annum as the Board shall fix from the day appointed for payment thereof to the time of actual payment, but the Board shall have power to waive payment of or remit such interest or any part thereof.

26. Any sum which by the terms of issue of a share is made payable upon allotment or at any fixed date whether on account of the amount of the share or by way of premium shall, for all purposes of these Articles, be deemed to be a call duly made and payable on the date fixed for payment and, in case of non-payment, the provisions of these Articles as to payment of interest and expenses, forfeiture, and the like, and all other relevant provisions of the Statutes or of these Articles shall apply as if such sum were a call duly made and notified as hereby provided.

27. The Board may make arrangements upon the issue of shares for a difference between the holders of such shares in the amount of calls to be paid and in the time of payment of such calls.

28. The Board may, if it thinks fit, receive from any Member willing to advance the same all or any part of the moneys uncalled and unpaid upon his shares, and upon all or any of the moneys so advanced, the Board may (until the same would, but for such advance, become presently payable) pay or allow such interest (not exceeding, without the consent of a General Meeting, 5 per cent. per annum) as may be agreed between it and such Member. No sum paid up in advance of calls shall entitle the holder of a share in respect thereof to any portion of a dividend subsequently declared in respect of any period prior to the date upon which such sum would, but for such payment, become presently payable.

29. No Member shall be entitled to receive any dividend or to be present or vote at any meeting or upon a poll, or to exercise any right or privilege as a Member, until he shall have paid all calls for the time being due and payable on every share held by him, whether alone or jointly with any other person, together with interest and expenses in respect of such calls and all other sums (if any) presently payable by him in respect of any shares in the Company held by him.

LIEN ON SHARES.

30. The Company shall have a first and paramount lien on all the shares (not fully paid up) registered in the name of any Member, whether solely or jointly with others, for all moneys due to the Company from him or his estate, whether solely or jointly with any other person, whether a Member or not, and whether such moneys are presently payable or not ; and no equitable interest in any share shall be created except upon the footing and condition that the Company's lien is to have full effect. The Company's lien on a share shall extend to all dividends or other moneys payable thereon. But the Board may at any time declare any share to be exempt, wholly or partially, from the provisions of this Article.

31. For the purpose of enforcing such lien the Board may sell all or any of the shares subject thereto at such time or times and in such manner as it thinks fit, but no sale shall be made until such time as the moneys in respect of which such lien exists or some part thereof are or is presently payable, and until a notice in writing, stating the amount due and demanding payment thereof and giving notice of intention to sell in default, shall have been served in such manner as the Board shall think fit on such Member or the person entitled by transmission to the shares, and default in payment shall have been made by him or them for fourteen days after such notice.

32. The net proceeds of any such sale shall be applied in or towards satisfaction of the amount due to the Company including any expenses incurred in connection therewith, and the balance shall be

paid to the Member or the person entitled by transmission to the shares ; provided always that the Company shall be entitled to a lien upon such balance in respect of any moneys due to the Company but not presently payable like to that which it had upon the shares immediately before the sale thereof.

33. Upon any such sale as aforesaid, the Board may authorise some person to transfer to the purchaser the shares sold and may enter the purchaser's name in the Register as holder of the shares, and the purchaser shall not be bound to see to the regularity or validity of, or be affected by any irregularity or invalidity in, the proceedings or be bound to see to the application of the purchase money, and after his name has been entered in the Register the validity of the sale shall not be impeached by any person, and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

FORFEITURE OF SHARES.

34. If any Member or person entitled by transmission fails to pay the whole or any part of any call or instalment of a call on or before the day appointed for the payment thereof, the Board may at any time thereafter during such time as the call or instalment, or any part thereof, remains unpaid, serve a notice on the Member or the person entitled to the share by transmission as the case may be requiring him to pay such call or instalment, or such part thereof as remains unpaid, together with any accrued interest and any expenses incurred by the Company by reason of such non-payment.

35. The notice shall name a further day (not earlier than the expiration of fourteen days from the date of service of the notice) on or before which such call, or such part thereof as aforesaid, and all such interest and expenses as aforesaid, are to be paid. It shall also name the place where payment is to be made, and shall state that in the event of non-payment at or before the time and at the place appointed, the shares in respect of which such call was made will be liable to be forfeited.

36. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which such notice has been given may at any time thereafter, before payment of all calls, interest and expenses due in respect thereof has been made, be forfeited by a resolution of the Board to that effect.

37. A forfeiture of shares shall include all dividends declared in respect of the forfeited share and not actually paid before the forfeiture.

38. When any share has been forfeited in accordance with these Articles, notice of the forfeiture shall forthwith be given to the Member or the person entitled to the share by transmission, as the case may be, and an entry of such notice having been given, and of the forfeiture with the date thereof, shall forthwith be made in the Register opposite to the entry of the share ; but no forfeiture shall be in any manner invalidated by an omission or neglect to give such notice or to make such entry as aforesaid.

39. Notwithstanding any such forfeiture as aforesaid, the Board may at any time before the forfeited share has been otherwise disposed of annul the forfeiture upon the terms of payment of all calls and interest due thereon and all expenses incurred in respect of the share, and upon any further or other terms as it thinks fit.

40. Every share which shall be forfeited may be sold, reallotted, or otherwise disposed of, either to the person who was before forfeiture the holder thereof or entitled thereto, or to any other person, upon such terms and in such manner as the Board may think fit, and whether with or without all or any part of the amount previously paid on the share being credited as paid. The Board may, if necessary, authorise some person to transfer a forfeited share to any such other person as aforesaid.

41. A person whose share has been forfeited shall cease to be a Member in respect of the forfeited share but shall, notwithstanding, be liable to pay to the Company all calls made and not paid on such share at the time of forfeiture, with interest thereon from the day appointed for payment to the date of actual payment at such rate not exceeding 10 per cent. per annum as the Board shall think fit, in the same manner in all respects as if the share had not been forfeited, and to satisfy all the claims and demands which the Company might have enforced in respect of the share at the time of forfeiture without any deduction or allowance for the value of the share at the time of forfeiture.

42. A statutory declaration in writing that the declarant is a Director or the Secretary of the Company, and that a share has been duly forfeited in pursuance of these Articles, and stating the date upon which it was forfeited, shall be, as against all persons claiming to be entitled to the share, conclusive evidence of the facts therein stated, and such declaration, together with a certificate of proprietorship of the share under the Seal delivered to a purchaser or allottee thereof, shall (subject to the execution of any necessary transfer) constitute a good title to the share, and the new holder of the share shall be discharged from all calls made prior to such purchase or allotment, and shall not be bound to see to the application of the

purchase money, nor shall his title to the share be affected by any omission, irregularity or invalidity in or relating to or connected with the proceedings in reference to the forfeiture, sale, reallotment or disposal of the share.

TRANSFER OF SHARES AND REGISTRATION.

43. Subject to the restrictions of these Articles, any Member may transfer all or any of his shares by instrument of transfer, but every transfer must be in writing in the usual common form and must be lodged at the Office, accompanied by the certificate for the shares to be transferred, and such other evidence as the Board may require to prove the title of the intending transferor.

44. The instrument of transfer of a share shall be executed both by the transferor and the transferee, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof.

45. The Board may, in its discretion, and without assigning any reason therefor, refuse to register the transfer of any share not fully paid up to any person whom it shall not approve as transferee. The Board may also refuse to register any transfer of a share on which the Company has a lien.

46. No transfer of any share shall be made to an infant, bankrupt, or person of unsound mind.

47. If the Board refuses to register a transfer of any shares, it shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal, as required by Section 78 of the Act.

48. Such fee, not exceeding two shillings and sixpence for each registration, as the Board may from time to time determine, shall be charged for registration of a transfer, probate, letters of administration, certificate of marriage or death, power of attorney, or other document relating to or affecting the title to any share or for making any entry in the Register affecting the title to any share.

49. Subject to the provisions of Section 115 of the Act, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine, provided that such registration shall not be suspended for more than thirty days in any year.

TRANSMISSION OF SHARES.

50. In the case of the death of a Member, the survivors or survivor, where the deceased was a joint holder, or the legal personal representatives of the deceased where he was a sole or only surviving holder, shall be the only persons recognised by the Company as having any title to his shares, but nothing herein contained shall release the estate of a deceased holder (whether sole or joint) from any liability in respect of any share solely or jointly held by him.

51. Any person becoming entitled to a registered share in consequence of the death or bankruptcy of a Member, upon producing such evidence of title as the Board shall require, and subject as hereinafter provided, may elect either to be registered himself as holder of the share or to have some person nominated by him registered as the holder thereof.

52. If the person so becoming entitled shall elect to be registered himself, he shall deliver or send to the Company a notice in writing signed by him and stating that he so elects. If he shall elect to have another person registered, he shall testify his election by executing to that person a transfer of the share. All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the Member had not occurred and the notice or transfer were a transfer signed by that Member.

53. A person entitled to a share by transmission shall be entitled to receive and give a discharge for any dividends or other moneys payable in respect of the share, but he shall not be entitled in respect of it to receive notices of or to attend or vote at meetings of the Company, or (save as aforesaid) to exercise any of the rights or privileges of a Member unless and until he shall become registered as a Member in respect of the share; provided always that the Company may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days the Company may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the share until the requirements of the notice have been complied with.

GENERAL MEETINGS.

54. An Annual General Meeting of the Company shall be held in each year in addition to any other Meetings which may be held in that year, and such meeting shall be specified as the Annual General

Meeting in the notices calling it. Not more than fifteen months shall elapse between the date of one Annual General Meeting and the date of the next. The Annual General Meeting shall be held at such time and place as the Board shall appoint.

55. All General Meetings of the Company other than Annual General Meetings shall be called Extraordinary General Meetings.

56. The Board may call an Extraordinary General Meeting whenever it thinks fit. Extraordinary General Meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided by the Statutes.

57. Twenty-one clear days' notice at least of every Annual General Meeting and of every Extraordinary General Meeting at which it is proposed to pass a Special Resolution and fourteen clear days' notice at least of every other Extraordinary General Meeting shall be given in manner hereinafter mentioned to such Members as are under the provisions of these Articles entitled to receive such notices from the Company and to the Auditors of the Company. Every notice of meeting shall be in writing and shall specify the place, day and hour of meeting and, in case of special business, the general nature of such business and shall also state with reasonable prominence that a Member entitled to attend and vote at the meeting is entitled to appoint one or more proxies to attend and vote instead of him and that a proxy need not also be a Member. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given. In the case of a meeting convened for passing a Special or Extraordinary Resolution the notice shall specify the intention to propose the Resolution as a Special or Extraordinary Resolution as the case may be.

58. A Meeting of the Company shall notwithstanding that it is called by shorter notice than that specified in the last preceding Article be deemed to have been duly called if it is so agreed by such Members as are prescribed in that behalf by the Statutes.

59. The Company shall comply with the provisions of the Statutes as to giving notice of resolutions and circulating statements on the requisition of Members.

60. The accidental omission to give notice of any meeting to, or the non-receipt of notice of any meeting by, any person entitled to receive notice shall not invalidate any resolution of or proceeding at that meeting.

PROCEEDINGS AT GENERAL MEETINGS.

61. All business shall be deemed special that is transacted at an Extraordinary General Meeting. All business that is transacted at an Annual General Meeting shall also be deemed special, with the exception of declaring a dividend, the consideration of the accounts and balance sheet and the reports of the Directors and Auditors and any other documents annexed to the balance sheet, the election of Directors in the place of those retiring and the appointment of and the fixing of the remuneration of the Auditors.

62. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. For all purposes the quorum shall be not less than three Members present in person and entitled to attend and vote at the Meeting.

63. The Chairman of the Board shall preside at every General Meeting, but if there be no such Chairman, or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to preside, the Deputy-Chairman of the Board shall preside, or if there be no such Deputy Chairman, or if he be not present within such period, or shall be unwilling to preside, the Directors present shall choose some Director, or if no Director be present, or if all the Directors present decline to take the chair, the Members present shall choose one of themselves to be Chairman of the meeting.

64. If within thirty minutes from the time appointed for the holding of a General Meeting a quorum is not present, the meeting, if convened on the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to such time and place as the Chairman of the Meeting shall decide and if at such adjourned meeting a quorum is not present within thirty minutes from the time appointed for holding the meeting, the persons present shall be a quorum.

65. The Chairman may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn any meeting from time to time and from place to place, as the meeting shall determine. Whenever a meeting is adjourned for twenty-eight days or more notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, no Member shall be entitled to any notice of an adjournment or of the business to be transacted at an adjourned meeting. No business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place.

66. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless before or upon the declaration of the result of the show of hands a poll be demanded by the Chairman or (subject to the provisions of the Statutes) in writing by not less than three Members present in person or by proxy and entitled to vote or by any Member or Members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting or by a Member or Members holding shares in the Company conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right. Unless a poll be so demanded and the demand be not withdrawn a declaration by the Chairman of the Meeting that a resolution has on a show of hands been carried, or carried unanimously or by a particular majority, or lost, or not carried by a particular majority, shall be conclusive, and an entry to that effect in the minute book of the Company shall be conclusive evidence thereof, without proof of the number or proportion of the votes recorded in favour of or against such resolution. The demand for a poll may be withdrawn.

67. If a poll be demanded in manner aforesaid and the demand be not withdrawn, it shall be taken at such time (not being more than thirty days from the date of the meeting) and place and in such manner as the Chairman shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

68. No poll shall be demanded on the election of a Chairman of a meeting or on any question of adjournment.

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

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

71. Every resolution of a General Meeting for the appointment or election of a Director shall relate to one named person and a single resolution for the appointment or election of two or more persons as Directors shall be void.

VOTES OF MEMBERS.

72. Subject to any special terms as to voting upon which any shares may be issued or may for the time being be held, upon a show of hands every Member personally present and entitled to vote shall have one vote and upon a poll every Member present in person or by proxy and entitled to vote shall have one vote for every share held by him; provided that

(A) The 4 per cent. Preference Shares, Second Preference Shares and Preferred Ordinary Shares respectively shall confer upon the holders thereof respectively the right to receive notice of and to attend and vote at a General Meeting of the Company only if and when at the time of convening such meeting the cumulative preferential dividend on the 4 per cent. Preference Shares, Second Preference Shares or Preferred Ordinary Shares (as the case may be) is six months in arrear or if the business of the meeting includes the consideration of any resolution directly affecting the special rights and privileges attached to the 4 per cent. Preference Shares, Second Preference Shares or Preferred Ordinary Shares (as the case may be) or any resolution reducing the capital of the Company or for winding up the Company. For the purposes of this paragraph the cumulative preferential dividend on the 4 per cent. Preference Shares, Second Preference Shares and Preferred Ordinary Shares shall be deemed to be payable by half yearly instalments on the 1st day of January and the 1st day of July in each year.

(B) If upon a poll the holders of any class or classes of shares (other than the Ordinary Shares of 10s. each and the Ordinary Shares of £3 each (10s. paid)) shall for the time being be entitled to vote the holders of the Ordinary Shares of 10s. each present in person or by proxy and entitled to vote shall upon such poll have one vote only for every six such Ordinary Shares of 10s. each held by them respectively.

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

74. If two or more persons are jointly entitled to a share, then, in voting upon any question, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other registered holders of the share, and for this purpose seniority shall be determined by the order in which the names stand in the Register.

75. Save as herein expressly provided, no person other than a Member duly registered, and who shall have paid all moneys for the time being due from him and payable to the Company in respect of his shares, shall be entitled to be present at or to vote on any question either personally or by proxy or to be reckoned in a quorum at any General Meeting.

76. Votes may be given either personally or by proxy. On a show of hands a Member (other than a corporation) present only by proxy shall have no vote, but a proxy for or representative of a corporation may vote on a show of hands. A proxy need not be a Member of the Company and a Member may appoint one or more than one person to act as his proxy.

77. If a Member appoints more than one person to act as his proxy the instrument appointing each such proxy shall specify the shares held by the Member in respect of which each such proxy is to vote and no Member may appoint more than one proxy to vote in respect of any one share held by that Member.

78. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the meeting, whose decision shall be final and conclusive.

79. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing, or if such appointor is a corporation either under its common seal or under the hand of some officer or attorney duly authorised in that behalf.

80. A vote given in accordance with the terms of an instrument appointing a proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or transfer of the share in respect of which it is given, unless previous intimation in writing of the death, insanity, revocation or transfer shall have been received at the Office before the time fixed for holding the meeting.

81. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll and to vote at such poll.

82. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed, or a notarially certified copy thereof, shall be deposited at the Office or at such other place within the United Kingdom as is specified for that purpose in the notice convening the meeting at least forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in such instrument proposes to vote or, in case of a poll, not less than twenty-four hours before the time appointed for the taking of the poll; otherwise the person so named shall not be entitled to vote in respect thereof.

83. Any instrument appointing a proxy shall be in the following form, or as near thereto as circumstances will admit :—

"EAGLE STAR INSURANCE COMPANY LIMITED.

I/We

of ,

(a) Member(s) of EAGLE STAR INSURANCE COMPANY LIMITED, hereby appoint ,

of ,

and failing him, ,

of ,

as my/our proxy to vote for me/us and on my/our behalf for/against* the resolutions to be proposed at the (Annual *or* Extraordinary *or* Adjourned, *as the case may be*) General Meeting of the Company, to be held on the day of , 19 , and at every adjournment thereof.

Signed this day of , 19 .

*Strike out whichever is not desired. Unless otherwise instructed the proxy will vote as he thinks fit."

or in such other form as the Board may from time to time approve.

CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS.

84. Any corporation which is a Member of the Company may, by resolution of its directors or other governing body, authorise

any person to act as its representative at any meeting of the Company or of any class of Members thereof; and such representative shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual shareholder, including power, when personally present, to vote on a show of hands.

DIRECTORS.

85. Until otherwise determined by a General Meeting, the number of Directors shall not be less than five nor more than twenty.

86. The Board may from time to time and at any time appoint any person to be a Director either to fill a casual vacancy or by way of addition to the Board provided that the total number of Directors shall not exceed the prescribed maximum. A Director so appointed shall hold office only until the Annual General Meeting following next after his appointment, when he shall retire but shall be eligible for re-election; a Director so retiring shall not be taken into account in determining the number of Directors to retire by rotation at such meeting.

87. The continuing Directors at any time may act, notwithstanding any vacancy in their body; provided always that in case the Directors shall at any time be reduced in number to less than the minimum number fixed by or in accordance with these Articles, it shall be lawful for them to act as Directors for the purpose of filling up vacancies in their body or of summoning a General Meeting of the Company, but not for any other purpose.

88. The shareholding qualification of a Director shall be the holding in his own right alone, and not jointly with any other person, of shares of the Company to the nominal value of £500 and Sections 181 and 182 of the Act shall be duly complied with by every Director.

89. A Director may hold any other office or place of profit under the Company (except that of Auditor) in conjunction with his office of Director and on such terms as to remuneration and otherwise as the Board shall arrange. Any Director may act by himself or his firm in a professional capacity for the Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director, provided that nothing herein contained shall authorise a Director or his firm to act as Auditor or Auditors to the Company.

90. No Director or intending Director shall be disqualified by his office from contracting with the Company either as vendor, purchaser or otherwise nor shall any such contract, or any contract or

arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested, be liable to be avoided nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relation thereby established, but the nature of his interest shall be declared by him at the meeting of the Board at which the question of entering into the contract or arrangement is first taken into consideration or, if the Director was not at the date of that meeting interested in the proposed contract or arrangement, at the next meeting of the Board held after he became so interested and, in a case where the Director becomes interested in a contract or arrangement after it is made, such declaration shall be made at the first meeting of the Board held after he becomes so interested.

A general notice to the Board by a Director that he is a member of any specified firm or company and is to be regarded as interested in any contract or transaction which may, after the date of the notice, be made with such firm or company shall be a sufficient declaration of interest in relation to such contract or transaction under this Article and, after such general notice, it shall not be necessary to give any special notice relating to any particular contract or transaction with such firm or company, provided that any such general notice shall be of no effect unless either it is given at a meeting of the Board or the Director giving the notice takes reasonable steps to secure that it is brought up and read at the next meeting of the Board after it is given.

A Director shall not vote in respect of any contract or arrangement in which he is so interested and, if he shall do so, his vote shall not be counted, but this prohibition shall not apply to any arrangement for giving any Director any security or indemnity in respect of money lent by him to or obligations undertaken by him for the benefit of the Company nor to any contract by a Director to subscribe for or underwrite shares or debentures of the Company nor to any contract or arrangement with any other company in which he is interested only as an officer of the company or as holder of shares or other securities nor to any contract between the Company and any other insurance company.

This prohibition may at any time be suspended or relaxed by the Company in General Meeting to any extent and either generally or in respect of any particular contract, arrangement or transaction, and any particular contract, arrangement or transaction in contravention of the prohibition may be ratified by the Company in General Meeting.

91. A Director may hold office as a Director, Manager or other officer of or be otherwise interested in any other company of which the Company is a Member or in which the Company is otherwise interested and shall not be liable to account to the Company for any remuneration or other benefits receivable by him from such other company.

92. Subject to the provisions of these Articles the Company may from time to time in General Meeting appoint new Directors and increase or reduce the number of Directors and may also determine in what rotation the increased or reduced number is to go out of office.

93. Without prejudice to the power of the Company under Section 184 of the Act to remove a Director before the expiration of his period of office by Ordinary Resolution, the Company may by Extraordinary Resolution remove any Director before the expiration of his period of office, and may by Ordinary Resolution appoint another Director in his stead. A person appointed in place of a Director so removed shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director.

EXECUTIVE DIRECTORS.

94. (A) The Board may from time to time appoint one or more of their body to be an Executive Director under such title and on such terms as to remuneration and otherwise and for such period as they may determine, and a person so appointed is in these Articles referred to as an " Executive Director ".

(B) The appointment of any Director to be an Executive Director shall be subject to termination if he cease from any cause to be a Director, unless the contract or resolution under which he holds office shall expressly state otherwise, but without prejudice to any claim he may have for damages for breach of any contract of service between him and the Company.

95. The Board may entrust to and confer upon any Executive Director any of the powers exercisable by them as Directors upon such terms and conditions and with such restrictions as they think fit, and either collaterally with or to the exclusion of their own powers, and may from time to time revoke, withdraw, alter, or vary all or any of such powers.

96. The Board may in any contract of service provide and may from time to time resolve that the Director appointed an

Executive Director by such contract or, as the case may be, that such of the Executive Directors as the Board shall specify in such resolution shall be exempted from retirement by rotation, and any such resolution shall be effective and may at any time be revoked by the Board with respect to any such Director.

POWERS OF BORROWING AND MORTGAGING.

97. The Board may exercise all the powers of the Company to raise or borrow money, but so that the aggregate amount at any one time owing in respect of moneys borrowed by the Company and all its subsidiaries (exclusive of inter-company borrowings) shall not without the sanction of the Company in General Meeting exceed one and a half times the amount of the issued and paid up Share Capital of the Company. Nevertheless no lender or other person dealing with the Company shall be concerned to see or enquire whether this limit is observed.

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

POWERS AND DUTIES OF THE BOARD.

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

100. The business of the Company shall be managed by the Board, which may exercise all such powers of the Company, and do on behalf of the Company all such acts as may be exercised and done by the Company, and as are not by the Statutes or by these Articles required to be exercised or done by the Company in General Meeting, subject nevertheless to any regulations of these Articles, to the provisions of the Statutes, and to such regulations being not inconsistent with the aforesaid regulations or provisions as may be prescribed by the Company in General Meeting, but no regulation

made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.

101. The Board may establish any local boards or agencies for managing any of the affairs of the Company, either in the United Kingdom or elsewhere, and may appoint any persons to be members of such local boards, or any managers or agents, and may fix their remuneration, and may delegate to any local board, manager or agent any of the powers, authorities and discretions vested in the Board (other than the power to make calls), with power to sub-delegate, and may authorise the members of any local board, or any of them, to fill any vacancies therein, and to act notwithstanding vacancies, and any such appointment or delegation may be made upon such terms and subject to such conditions as the Board may think fit, and the Board may remove any person so appointed, and may annul or vary any such delegation, but no person dealing in good faith and without notice of any such annulment or variation shall be affected thereby.

102. The Board may from time to time and at any time by power of attorney under the Seal appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Board, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under these Articles) and for such period and subject to such conditions as it may think fit, and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Board may think fit, and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in him.

103. The Company or the Board on behalf of the Company may exercise all the powers of Section 35 of the Act, relating to the official seals for use abroad, and any such seal shall be affixed by the authority and in the presence of, and the instrument sealed therewith shall be signed by, such persons as the Board shall from time to time by writing under the Seal appoint.

104. The Company may also exercise the powers of Sections 119 to 122 inclusive of the Act with reference to the keeping of Dominion Registers, and the Board may (subject to the provisions of those Sections) make and vary such regulations as it may think fit for the keeping of any such Register.

105. (A) The Board may grant such pensions, allowances, gratuities or other benefits to any persons or to the widows or de-

pendants of any deceased persons in respect of services rendered by such persons or deceased persons to the Company as Directors or Managers or in any other offices or employment under the Company as they may from time to time consider expedient in the interest of the Company. Any such pensions or allowances may as the Board considers advisable, be of such amounts and be granted for such periods, either for a life or lives or for a definite period or for a period terminable on the happening of any contingency or event, and generally on such terms and conditions as the Board may think fit, and a pension may be granted to any officer or employee either before or in anticipation of or upon or at any time after actual retirement, and the right of the grantee to receive a pension or benefit so granted shall not be affected by his being appointed or continuing in office as a Director and receiving remuneration as such.

(B) The Board may provide out of the Company's moneys and vest in trustees upon trusts appropriate for the purpose, funds for providing for the payment of any pensions, allowances, gratuities or other benefits granted as aforesaid, and may also establish and contribute out of the Company's moneys to any schemes or funds under which officers and employees of the Company (including Directors holding other offices or employment), their widows or dependants, will or may become entitled to receive pensions, allowances, life assurances and other benefits on retirement or death after a certain length of service.

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

PROCEEDINGS OF THE BOARD.

107. The Board may meet for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit, and determine the quorum necessary for the transaction of business. Unless otherwise determined by the Board three shall be a quorum. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes the chairman shall have a second or casting vote.

108. The Board may from time to time elect from its members including any Executive Directors a Chairman and a Deputy Chairman and determine the periods for which they are to hold office respectively. The Chairman, or in his absence the Deputy Chairman, shall preside at its meetings but if no such Chairman or Deputy

Chairman be elected, or if at any meeting the Chairman or Deputy Chairman be not present within five minutes after the time appointed for holding the same, the Board shall choose one of its number to be chairman of such meeting.

109. The Chairman may, and on the request of a Director the Secretary shall, at any time summon a meeting of the Board. It shall not be necessary to give notice of a meeting of the Board to any Director for the time being absent from the United Kingdom.

110. The Board may delegate any of its powers, including authority to affix the Seal to any document, to Committees consisting of such members (not being less than two in number excluding *ex officio* members) of its body as it thinks fit. Any Committee so formed shall in the exercise of the powers so delegated conform to any regulations that may from time to time be imposed upon it by the Board. Questions arising at any meeting of a Committee shall be decided by a majority of votes. In the case of an equality of votes the chairman shall have a second or casting vote. The Chairman of the Board shall be an *ex officio* member of all Committees appointed by the Board.

111. All acts *bona fide* done by any meeting of the Board or of a Committee of the Board, or by any person acting as a Director, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment of any Director or person acting as aforesaid or that they or any of them were disqualified or had ceased to be Directors or a Director, be as valid as if every such person had been duly appointed and was qualified to be and had continued to be a Director.

112. The Board shall cause proper minutes to be made of all General Meetings of the Company and also of all appointments of officers and of the proceedings of all meetings of the Board and Committees of the Board, and of all business transacted at such meetings and a record of the attendances thereat. Any such minutes of any meeting, if purporting to be signed by the chairman of such meeting, or by the chairman of the next succeeding meeting of the Company or of the Board or Committee, shall be conclusive evidence without any further proof of the facts therein stated.

113. A resolution in writing signed by all the Directors for the time being entitled to receive notice of a meeting of the Board shall be as effective for all purposes as a resolution passed at a meeting of the Board duly convened and held and may consist of several documents in the like form each signed by one or more of the Directors.

REMUNERATION OF DIRECTORS.

114. Each of the Directors shall be paid out of the funds of the Company by way of remuneration for his services a yearly sum of £750 before deduction of income tax. The Chairman and the Deputy Chairman of the Board shall, in addition, but subject to the provisions of any contract of service between them and the Company be entitled to such yearly sum (if any) as may be fixed by the Directors not exceeding £500 each before deduction of income tax. All remuneration payable to Directors shall be deemed to accrue from day to day and shall be paid by equal quarterly instalments.

115. The Directors shall also be entitled to be repaid all travelling, hotel and other expenses properly and reasonably incurred by them respectively in and about the business of the Company, including their expenses of travelling to and from Board or Committee or General Meetings.

116. The Board may grant special remuneration to any member thereof who shall be appointed to serve on any Committee of the Board or who, at the request of the Board, shall render any special or extra services to the Company, or go or reside abroad in connection with the conduct of any of the affairs of the Company. Such special remuneration may be made payable to such Director in addition to or in substitution for his ordinary remuneration as a Director, and may be payable by way of a lump sum or otherwise as the Board shall determine.

ROTATION AND RETIREMENT OF DIRECTORS.

117. At the Annual General Meeting in every year two of the Directors for the time being shall retire from office, provided that an Executive Director for the time being exempted from retirement by rotation under Article 96 hereof shall not be subject to retirement by rotation or be taken into account in determining the rotation of Directors for retirement in any year.

118. The Directors to retire at the Annual General Meeting in every year shall be the Directors who have been longest in office since their last election. As between Directors of equal seniority, the Directors to retire shall in the absence of agreement be selected from among them by lot. A retiring Director shall be eligible for re-election and shall act as a Director throughout the meeting at which he retires.

119. (A) No Director shall be required to vacate his office under an age limit prior to his having attained the age of 75 years and any Director retiring from office under the provisions of these Articles shall be capable of being re-appointed as a Director at any time prior to his having attained the age of 75 years. No special notice shall be

required of any resolution re-appointing a Director prior to his having attained the age of 75 years nor shall it be necessary to give to the Members notice of the age of any Director under the age of 75 years proposed to be re-appointed as a Director.

(B) A Director shall vacate his office at the conclusion of the Annual General Meeting of the Company next after he attains the age of 75 years. Any Director so vacating office may, by Ordinary Resolution of the Company, be re-appointed a Director for such period and on such terms as the Company shall by such resolution determine and upon such re-appointment he shall be deemed, for the purpose of ascertaining his retirement by rotation, to be a Director newly appointed at the time of the passing of such resolution unless such resolution shall otherwise provide. Special notice of such resolution shall be given and the notice thereof given to Members shall state the age of the Director proposed to be re-appointed. If a Director who has been re-appointed as aforesaid subsequently retires from office, the foregoing provisions of this paragraph relating to his re-appointment shall apply in like manner to any further re-appointment.

(C) Paragraphs (A) and (B) of this Article shall not apply to any Director who was in office on the 12th day of June, 1947. No such Director shall be required to vacate his office under an age limit at any time and any such Director retiring from office under the provisions of these Articles shall be capable of being re-appointed as a Director at any time. No special notice shall be required of any resolution re-appointing any such Director nor shall it be necessary to give to the Members notice of the age of any such Director proposed to be re-appointed as a Director.

(D) Any acts done by a person as a Director shall be valid notwithstanding that it is afterwards discovered that his appointment had terminated by virtue of his having attained any specified age.

120. Subject to any Resolution for reducing the number of Directors, the Company may at the meeting at which a Director retires in manner aforesaid, fill the vacated office by electing a person thereto.

121. No person other than a Director retiring at the meeting shall, unless recommended by the Board for election, be eligible for election to the office of Director at any General Meeting unless, within the prescribed time before the day appointed for the meeting, there shall have been given to the Secretary notice in writing by some Member duly qualified to be present and vote at the meeting for which such notice is given of his intention to propose such person for election, and also notice in writing, signed by the person to be

proposed, of his willingness to be elected. The prescribed time above mentioned shall be such that, between the date when the notice is served or deemed to be served, and the day appointed for the meeting there shall be not less than four nor more than twenty-one clear intervening days.

122. If, at any meeting at which an election of Directors ought to take place, the place of any retiring Director is not filled up, such retiring Director shall, if willing to act, be deemed to have been re-elected, unless at such meeting it shall be determined to reduce the number of Directors or a resolution for the re-election of such retiring Director shall have been put to the meeting and not carried.

DISQUALIFICATION OF DIRECTORS.

123. The office of a Director shall be vacated :—

(A) If he becomes bankrupt or makes any arrangement or composition with his creditors.

(B) If he becomes of unsound mind or physically or mentally incapable of performing the functions of a Director and the Board shall resolve that he is so disqualified.

(C) If he ceases to be a Director under the provisions of the Statutes as to the acquiring and holding by Directors of their qualification.

(D) If he absents himself from the meetings of the Board during a continuous period of six months without special leave of absence from the Board, and the Board shall resolve that he is so disqualified.

(E) If he is prohibited from being a Director by reason of any provision of the Statutes.

(F) If, subject to the terms of any contract between him and the Company, by notice in writing to the Company he resigns his office.

(G) If without the sanction of the Board he be or becomes a Director, Auditor or other officer of or in any other Company carrying on all or any of the branches of the business for the time being carried on by the Company.

(H) If, in writing by all the other Directors, he be requested to resign.

THE SEAL.

124. (A) The Board shall provide for the safe custody of the Seal, which shall only be used by the authority of the Board or of a committee of the Board authorised by the Board in that behalf, and

every instrument to which the Seal shall be affixed shall be signed by a Director and shall be countersigned by the Secretary or by some other person appointed by the Board for the purpose.

(B) All policies, contracts of assurance, bonds, guarantees, indemnities, consents and undertakings may be in such form and contain such powers, provisos, conditions, covenants, clauses and agreements as the Board shall think fit, and it shall not be necessary for the same or any of them to be sealed with the Seal but the same and any other deeds and documents, which the Board resolve shall not be sealed, shall be signed by the Secretary or such other person or persons and in such manner as the Board may from time to time determine.

SECRETARY.

125. The Board shall from time to time appoint and may remove a Secretary or Joint Secretaries and may appoint and remove one or more Assistant Secretaries.

126. A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary, but any such provision requiring or authorising a thing to be done by or to the Secretary shall be satisfied by its being done by or to any one Joint or Assistant Secretary.

DIVIDENDS AND RESERVE.

127. Subject to any preferential or other special rights for the time being attached to any special class of shares, the profits of the Company which shall from time to time be determined to be distributed by way of dividend shall be applied in payment of dividends upon the shares of the Company.

128. All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.

129. The Company in General Meeting may from time to time declare dividends, but no such dividend shall (except as by the Statutes expressly authorised) be payable otherwise than out of the profits of the Company. No higher dividend shall be paid than is recommended by the Board, and the declaration of the Board as to the amount of the profits at any time available for dividend shall be conclusive. The Board may if it thinks fit and if in its opinion

the position of the Company justifies such payment, from time to time declare and pay an interim dividend or pay any preferential dividends which are payable on fixed dates.

130. With the sanction of a General Meeting, dividends may be paid wholly or in part in specie and may be satisfied in whole or in part by the distribution amongst Members, in accordance with their rights, of fully-paid shares, debentures or other securities of the Company or of any other company, or of any other property suitable for distribution as aforesaid. The Board shall have full liberty to make all such valuations, adjustments and arrangements and to issue all such certificates or documents of title as may in its opinion be necessary or expedient with a view to facilitating the equitable distribution amongst the Members of any dividends or portions of dividends to be satisfied as aforesaid or to giving them the benefit of their proper shares and interests in the property and no valuation, adjustment or arrangement so made shall be questioned by any Member.

131. Any dividend, instalment of dividend or interest or other moneys payable in cash in respect of any share may be paid by cheque or warrant payable to the order of the Member or person entitled thereto, or (in the case of joint holders) of that Member or person whose name stands first on the Register in respect of the joint holding. Every such cheque or warrant shall (unless otherwise directed) be sent by post to the last registered address of the Member or person entitled thereto, and the receipt of the person whose name appears on the Register as the owner of any share, or, in the case of joint holders, of any one of such holders, or of his or their agent duly appointed in writing, shall be a good discharge to the Company for the same. Every such cheque or warrant shall be sent at the risk of the person entitled to the money represented thereby. No unpaid dividend or interest as aforesaid shall bear interest against the Company.

132. The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks proper as a reserve fund or reserve funds which shall at the discretion of the Board be applicable for meeting contingencies or for repairing or maintaining any works connected with the business of the Company, or for any other purposes for which the profits of the Company may lawfully be applied; or shall, with the sanction of the Company in General Meeting, be as to the whole or in part applicable for equalising dividends, or for distribution by way of special dividend, and pending such application the Board may apply the sums from time to time so set apart as aforesaid in the business of the Company or invest the same in such securities, other than the shares of the Company, as

it may select. The Board may also from time to time carry forward such sums as it may deem expedient in the interests of the Company not to divide.

133. The Board may deduct from any dividend or other moneys payable in respect of any shares held by a Member, either alone or jointly with any other Member, all such sums of money (if any) as may be due and payable by him either alone or jointly with any other person to the Company on account of calls or howsoever otherwise.

134. The payment by the Board of any unclaimed dividend or other moneys payable on or in respect of a share into a separate bank account shall not constitute the Company a trustee in respect thereof and any dividend unclaimed after a period of twelve years from the date of declaration of such dividend shall be forfeited and shall revert to the Company.

CAPITALISATION OF RESERVES AND PROFITS.

135. Subject to the provisions of the Act relating to any capital redemption reserve fund or any share premium account the Company in General Meeting may upon the recommendation of the Board at any time and from time to time when no dividend on any Preference Shares or Preferred Ordinary Shares is in arrear pass a Resolution that any sum (*a*) for the time being standing to the credit of any reserve fund or reserve account of the Company, including premiums received on the issue of any shares or debentures of the Company, or (*b*) being undivided net profits in the hands of the Company, be capitalised, and that such sum be appropriated as capital to and amongst the Ordinary shareholders in the proportions in which they would have been entitled thereto if the same had been distributed by way of dividend on the Ordinary Shares, and in such manner as the Resolution may direct, and such Resolution shall be effective ; and the Board shall in accordance with such Resolution apply such sum in paying up in full any unissued shares or debentures of the Company on behalf of the Ordinary shareholders aforesaid, and appropriate such shares or debentures to, and distribute the same, credited as fully paid up, amongst such shareholders in the proportions aforesaid, in satisfaction of the shares and interests of such shareholders in the said capitalised sum, or shall apply such sum or any part thereof on behalf of the shareholders aforesaid in paying up the whole or part of any uncalled balance which shall for the time being be unpaid in respect of any issued Ordinary Shares held by such shareholders or otherwise deal with such sum as directed by such Resolution.

Where any difficulty arises in respect of any such distribution the Board may settle the same as it thinks expedient, and in

particular it may issue fractional certificates, fix the value for distribution of any fully paid up shares or debentures, make cash payments to any shareholders on the footing of the value so fixed in order to adjust rights, and vest any such shares or debentures in trustees upon such trusts for or for the benefit of the persons entitled to share in the appropriation and distribution as may seem just and expedient to the Board. When deemed requisite a proper contract for the allotment and acceptance of any shares to be distributed as aforesaid shall be delivered to the Registrar of Companies for registration in accordance with Section 52 of the Act, and the Board may appoint any person to sign such contract on behalf of the persons entitled to share in the appropriation and distribution and such appointment shall be effective.

For the purpose of this Article, the preferential dividend on Preference Shares or Preferred Ordinary Shares shall be deemed to be in arrear if not paid on the usual half-yearly dates.

ACCOUNTS AND AUDIT.

136. The Board shall cause proper accounts to be kept and the provisions of the Statutes in this regard shall be complied with. The books of account shall be kept at the Office, or subject to Section 147 (3) of the Act at such other place or places as the Board shall think fit, and shall always be open to the inspection of any Director.

137. The Board shall from time to time determine whether in any particular case or class of cases or generally and to what extent and at what times and places and under what conditions or regulations (subject to the provisions of the Act) the accounts and books of the Company, or any of them, shall be open to the inspection of Members, and no Member (not being a Director) shall have any right of inspecting any account or book or document of the Company, except as conferred by Statute or authorised by the Board or by a resolution of the Company in General Meeting.

138. The Board shall from time to time in accordance with Sections 148, 150 and 157 of the Act cause to be prepared and to be laid before the Company in General Meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in those Sections.

139. A printed copy of the said balance sheet, accounts and reports shall twenty-one days at least before the date of the meeting be delivered or sent by post to every Member and debenture holder of the Company or in the case of a joint holding to that Member or debenture holder (as the case may be) whose name stands first in the appropriate register in respect of the joint holding and to

the Auditors of the Company and three copies shall at the same time be sent to the Secretary of the Share and Loan Department, The Stock Exchange, London. The Auditors' report shall be read at the meeting. No accidental non-compliance with the provisions of this Article shall invalidate the proceedings at the meeting.

140. The provisions of the Statutes as to the appointment, powers and rights, remuneration and duties of the Auditors shall be complied with.

NOTICES.

141. A notice or other document may be served by the Company upon any Member either personally or by sending it through the post in a prepaid letter addressed to such Member at his registered address as appearing in the Register.

142. Any such notice or other document if served by post shall be deemed to have been served on the day following that on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice or document was properly addressed and posted as a prepaid letter or prepaid registered letter as the case may be.

143. All notices directed to be given to the Members shall with respect to any share to which persons are jointly entitled be given to whichever of such persons is named first in the Register, and notice so given shall be sufficient notice to all the holders of such share.

144. Any Member described in the Register by an address not within the United Kingdom who shall from time to time give the Company an address within the United Kingdom at which notices may be served upon him shall be entitled to have notices served upon him at such address, but save as aforesaid no Member other than a registered Member described in the Register by an address within the United Kingdom shall be entitled to receive any notice from the Company.

145. Any summons, notice, order or other document required to be sent to or served upon the Company, or upon any officer of the Company, may be sent or served by leaving the same or sending it through the post in a prepaid registered letter addressed to the Company, or to such officer, at the Office.

WINDING UP.

146. If the Company shall be wound up, the Liquidator may, with the sanction of an Extraordinary Resolution, divide among the Members in specie any part of the assets of the Company and any such division may be otherwise than in accordance with the existing

rights of the Members, but so that if any division is resolved on otherwise than in accordance with such rights the Members shall have the same right of dissent and consequential rights as if such resolution were a Special Resolution passed pursuant to Section 287 of the Act. A Special Resolution sanctioning a transfer or sale to another company duly passed pursuant to the said Section may in like manner authorise the distribution of any shares or other consideration receivable by the Liquidator amongst the Members otherwise than in accordance with their existing rights, and any such determination shall be binding upon all the Members, subject to the right of dissent and consequential rights conferred by the said Section.

147. If the Company shall be wound up and the assets available for distribution shall be insufficient to pay the whole of the paid-up capital, such assets shall be distributed so that as nearly as may be the losses shall be borne by the Members in proportion to the capital paid up or which ought to have been paid up at the commencement of the winding up on the shares held by them respectively, other than amounts paid up in advance of calls. This Article is to be without prejudice to the rights of the holders of shares issued upon special conditions.

SECRECY.

148. No member or General Meeting or other Meeting of Members shall be entitled to require discovery of or any information respecting any detail of the Company's trading, or any matter which is or may be in the nature of a trade secret, mystery of trade or secret process, or which may relate to the conduct of the business of the Company which in the opinion of the Board it would be inexpedient in the interest of the Company to communicate to the public.

INDEMNITY.

149. Every Director, Executive Director, Agent, Auditor, Secretary or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities (including any such liability as is mentioned in paragraph (*b*) of the proviso to Section 205 of the Act) which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by the said Section.

THE COMPANIES ACTS, 1862 TO 1900
THE COMPANIES ACT, 1948

COMPANY LIMITED BY SHARES.

Memorandum of Association

OF

EAGLE STAR INSURANCE COMPANY LIMITED

(Altered by Special Resolution passed at an Extraordinary General Meeting of the Company held on the 17th April, 1953.)

1. The name of the Company is "EAGLE STAR INSURANCE COMPANY LIMITED."

2. The Registered Office of the Company will be situate in England.

3. The objects for which the Company is established are :—

(A) To carry on all kinds of insurance and assurance business, all kinds of re-insurance and re-assurance business, all kinds of counter-insurance and counter-assurance business, all kinds of guarantee and indemnity business and all kinds of counter-guarantee and counter-indemnity business and, in particular and without prejudice to the generality of the foregoing words, to carry on business of the following classes :—

(i) Life assurance, annuity, sinking fund and capital redemption,
(ii) Fire insurance,
(iii) Accident insurance,

(iv) Employers' liability and workmen's componsation insurance,

(v) Motor vehicle insurance,

(vi) Marine,aviation and transit insurance

in all forms and branches whether now known or hereafter to be devised.

(B) To grant or effect assurances of all kinds securing payment of money, by way of a single payment or by several payments or by immediate or deferred annuities or otherwise, upon the happening of all or any of the following events : the death or marriage or birth or survivorship or failure of issue or the attainment of a given age by any person or persons or the expiration of any fixed or ascertainable period or the occurrence of any contingency or event which would or might be taken to affect any kind of interest of any person or persons in any property or other person or persons.

(C) To grant annuities of all kinds, whether dependent on human life or otherwise, and whether perpetual or terminable, immediate or deferred, absolute, contingent or otherwise, and to receive money on deposit at interest returnable by instalments or otherwise.

(D) To contract with leaseholders, borrowers, lenders, annuitants and others for the establishment, accumulation, provision and payment of sinking funds, redemption funds, depreciation funds and any other funds either in consideration of a lump sum or of an annual premium or otherwise.

(E) To grant insurances against every kind of loss, damage or injury caused by or consequential upon fire, lightning, hail, storm, tempest, flood, earthquake, explosion, naval or military or aerial operations, civil disturbance, usurped power or riot or the quelling thereof, transit by land or water or air, or other misfortune howsoever occurring and to grant insurances against any liabilities to third parties associated with the beforementioned perils.

(F) To grant insurances or guarantees against every kind of misadventure (including loss, damage or injury caused by or suffered by boilers and engineering installations or any other kind of property), accident, mortality, sickness, climatic conditions, burglary, theft or embezzlement or acts of negligence, error or omission, and against

loss, damage or injury consequential upon transit by any means whatsoever, the making of calls upon shares, the diminution of dividends or income, the loss or forfeiture of licences, leases, other property and rights or the acceptance or incomplete discharge of obligations created by contracts or undertakings or transactions or by the operation of law or otherwise and to grant insurances against any liabilities to third parties associated with the beforementioned perils.

(G) To grant insurances against loss of or damage to or arising out of or in connection with the use of mechanically propelled vehicles and the third party risks arising therefrom.

(H) To grant insurances or to execute bonds or guarantees upon any type of ship, vessel or boat or aircraft or in relation thereto or arising therefrom, the machinery, tackle, furniture or equipment, the goods, merchandise or property of any description whatever on board, the freight or any other interest whatsoever, the risks incidental to construction, repair, landing, taking-off or docking, including third party risks, transit risks of all kinds and any other risks whatsoever.

(I) To give to any class or section of those who assure or have other dealings with the Company any rights over or in relation to any fund or funds, or a right to participate in the profits of the Company, or in the profits of any particular branch or part of its business, or any other special privileges, advantages or benefits, with power to vary the same.

(J) To establish agencies and branches and appoint agents and others to assist in the conduct or extension of the Company's business, and to regulate and discontinue the same.

(K) To act as agents for the issue of any bills, bonds, stock or shares, whether or not offered to the public for subscription, and to guarantee the subscription of any such securities or shares, and to act as trustee, executor or administrator with or without remuneration, and to undertake trusts of all kinds and the conduct of any business connected with trusts of any description or the estates of deceased persons, and to receive for safe custody any kind of property.

(L) To carry on directly or indirectly any other business which may seem to the Company capable of being conveniently carried on in connection with or in addition to any of the above-mentioned businesses or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property, rights or businesses for the time being.

(M) To acquire and undertake the whole or any part of the business, property and liabilities of any person or company carrying on any business which the Company is authorised to carry on, or possessed of property suitable for the purposes of this Company.

(N) To enter into partnership or any arrangement for sharing profits or joint adventure with any person, persons or company carrying on or about to carry on any business which this Company is authorised to carry on, or any business capable of being conducted so as directly or indirectly to benefit this Company, and to acquire or join in acquiring any such business, and to amalgamate with any other company having objects altogether or in part similar to those of this Company.

(O) To purchase, take on lease or in exchange, hire, subscribe for or otherwise acquire, and to hold and deal with any property, real or personal, and any interests, rights, privileges or obligations of or in any company.

(P) To make, draw, accept, endorse, negotiate, discount, buy, sell and deal in bills, notes and other negotiable or transferable instruments.

(Q) To borrow and secure the payment of money in such manner and on such terms as the Directors may deem expedient and to mortgage or charge the undertaking and all or any part of the property and rights of the Company, present or future, including uncalled capital and to issue on such terms as may be thought expedient debentures or debenture stock, perpetual or redeemable.

(R) To lend money either with or without security to any person or company and to guarantee the performance of contracts or the payment of debts or liabilities by any person or company.

(s) To pay for any business, property or rights acquired or agreed to be acquired by this Company and generally to satisfy any obligation of this Company by the issue or transfer of shares of this or any other company credited as fully or partly paid up, or of debentures or other securities of this or any other company.

(t) To sell, exchange, let, develop, dispose of, or otherwise deal with the undertaking, or all or any part of the property of this Company, upon such terms and for such price or other consideration of any kind as the Company may think fit.

(u) To promote or assist in or contract with any person or company for the promotion of any company or companies, for the purpose of acquiring all or any of the property and liabilities of this Company or for any other purpose, and to take or otherwise acquire and hold shares, debentures or other securities of any such company and to subsidise or otherwise assist any such company, and to procure the registration or incorporation of any such company in or under the laws of any place outside England.

(v) To remunerate or make donations to any person or company for services rendered or to be rendered to the Company.

(w) To invest and deal with the moneys of the Company not immediately required, upon such securities and in such manner as may from time to time be determined by the Directors.

(x) To distribute among the Members or any class or classes of Members of the Company *in specie* any property of the Company.

(y) To establish and support funds or institutions calculated to benefit directors, officers or ex-officers or employees or ex-employees of the Company or of any subsidiary company or of their predecessors in business or the dependants or connections of such persons and to grant to such persons pensions, allowances, gratuities or other benefits and to support or subscribe to any charitable or public institutions, clubs, societies or funds.

(z) To do all or any of the above things in any part of the world as principals or agents, contractors, trustees

or otherwise and by or through trustees, attorneys or agents and either alone or in conjunction with others, and to procure the Company to be registered or recognised in any foreign country or place.

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

And it is hereby declared that the word " company " in this Clause, except where used in reference to this Company, shall be deemed to include any person or partnership or other body of persons, whether incorporated or not incorporated and whether domiciled in the United Kingdom or elsewhere, and that the objects specified in each paragraph of this Clause, except where otherwise expressed in such paragraph, shall be separate and independent main objects of the Company and shall not be limited or restricted by reference to the terms of any other paragraph or the name of the Company.

4. The liability of the Members is limited.

5. The capital of the Company is £5,500,000 divided into 773,406 shares of £3 each, 2,023,000 shares of £1 each, and 2,313,564 shares of 10s. each.

6. Any shares of which the original or increased capital of the Company may from time to time consist, may be guaranteed or have any special privilege or advantage or may be deferred, and may be issued on such special conditions as to priority or postponement either for dividends or for repayment of principal, or as to voting power and otherwise as the Company may from time to time determine, but so that the rights for the time being attached to the Preference Shares for the time being in the Company's capital shall not be altered otherwise than as provided by clause 55 of the Company's Articles of Association.

Article 14 of the New Articles of Association is in identical terms.

Certified to be a true copy of the Memorandum of Association as altered by Special Resolution passed at an Extraordinary General Meeting of the Company held on the 17th April 1953. The original capital of the Company was £600,000.

Chairman.

mber of ompany } 22051/613

Form No. 103

THE COMPANIES ACT 1948

COMPANIES REGISTRATION OFFICE

A 5s. Companies Registration Fee Stamp must be *impressed* here.

Notice of Place where Register of Members is kept or of any Change in that Place

(*Pursuant to section* 110 (3))

REGISTERED 26 JUL 1955

Insert the Name of the Company EAGLE STAR INSURANCE COMPANY LIMITED.

Section 110 of the Companies Act, 1948, provides that :—

* * * * *

(3) Every company shall send notice to the registrar of companies of the place where its register of members is kept and of any change in that place :

Provided that a company shall not be bound to send notice under this subsection where the register has, at all times since it came into existence or, in the case of a register in existence at the commencement of this Act, at all times since then, been kept at the registered office of the company.

(4) Where a company makes default in complying with subsection (1) of this section or makes default for fourteen days in complying with the last foregoing subsection, the company and every officer of the company who is in default shall be liable to a default fine.

Presented by F.D. KING, (REGISTRAR)

WIMBORNE HOUSE,

ARLINGTON STREET, S.W.1.

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26 JUL 1955

The Solicitors' Law Stationery Society, Limited,
22 Chancery Lane, W.C.2; 3 Bucklersbury, E.C.4; 49 Bedford Row, W.C.1; 6 Victoria Street, S.W.1;
15 Hanover Street, W.1; 55-59 Newhall Street, Birmingham, 3; 19 & 21 North John Street, Liverpool, 2;

Notice of Place where Register of Members is kept or of any Change in that Place.

To the REGISTRAR OF COMPANIES.

EAGLE STAR INSURANC . COMPANY LIMITED

hereby gives you notice, in accordance with subsection (3) of section 110 of the Companies Act, 1948, that the register of members of the Company is kept at Wimborne House, Arlington Street, S.W.1.

Signature [signature]

(*State whether Director or Secretary*) Director.

Dated the 25th *day of* July, 1955.

NOTE.—'This Margin is reserve' for binding and must not be written across.

31/7/56.

I, GORDON SIMMONS of 1 Threadneedle Street in the City of London DO SOLEMNLY AND SINCERELY DECLARE as follows :-

1. I am a partner in the firm of Messrs. Simmons & Simmons of 1 Threadneedle Street in the City of London

2. MY firm acted for Eagle Star Insurance Company Limited (hereinafter called "the Company") in One thousand nine hundred and fifteen (which Company was then known as British Dominions General Insurance Company Limited) in connection with the sale and purchase of the business carried on by The United Dominions Insurance Company Limited in consideration (inter alia) of the issue by the Company of Six hundred and sixty six Ordinary Shares of Three pounds each (fully paid) Two thousand two hundred and forty six Ordinary Shares of Three pounds each (One pound paid) and Sixty two thousand and Ninety two Ordinary Shares of Three pounds each (Ten shillings paid) which shares were allotted to the shareholders in The United Dominions Insurance Company Limited

3. I am informed by the Secretary of the Company that the Company's records show that the shares referred to in paragraph 2 hereof were duly allotted and that the business carried on by The United Dominions Insurance Company Limited was transferred to the Company

4. I have had ascertained that a Return of Allotments was filed on the Company's File at the Companies Registry in respect of the shares which were allotted by the Company as aforesaid and that in the said Return of Allotments it is stated that these shares were allotted pursuant to an Agreement with The United Dominions Insurance Company Limited

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5. NO Agreement in respect of the issue by the Company

31 JUL 1956

of the above mentioned shares can be found in the Company's File at the Companies Registry and an exhaustive search for such an agreement has been made amongst all the papers and documents in my possession or custody as well as those in the possession or custody of my partners and no such agreement has been found or traced by me or by any of my partners I am informed by the Secretary of the Company that a similar search has been made amongst all the papers and documents of the Company without such an agreement being found or traced

6. BY an Order of the Court dated the Eighth day of September One thousand nine hundred and fifteen the Court sanctioned a Provisional Agreement dated the Eighth day of July One thousand nine hundred and fifteen and expressed to be made between The United Dominions Insurance Company Limited of the one part and the Company of the other part and ordered that the said Provisional Agreement be carried into effect and that the Directors of The United Dominions Insurance Company Limited execute and do all assurances and things which might be necessary for that purpose

7. A copy of a Provisional Agreement dated the Eighth day of July One thousand nine hundred and fifteen was set forth in the Petition to the Court to obtain the sanction of the Court pursuant to Section 13 of the Assurance Companies Act 1909 to the transfer of the business of The United Dominions Insurance Company Limited to the Company The said Provisional Agreement provided (inter alia) for the sale and transfer to the Company by The United Dominions Insurance Company Limited of the business and undertaking of The United Dominions Insurance Company Limited as a going concern and for the issue by the Company in certain

proportions of the (inter alia) shares mentioned in the paragraph 2 hereof A copy of the Petition certified by the Assistant Keeper of the Public Records is now produced and shown to me and marked "A" I have had a copy made of the Agreement set forth in the said Petition and such copy is now produced and shown to me marked "B"

8. I verily believe that an Agreement was entered into by The United Dominions Insurance Company Limited and the Company for the sale and purchase of the business of The United Dominions Insurance Company Limited to the Company as mentioned in paragraph 2 and that such Agreement and all duplicates thereof have been lost and cannot be found and that the said copy Agreement marked "B" is a true copy of the Agreement for such sale and purchase

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 the City of Threadneedle Street London this 24th day of June One thousand nine hundred and fifty six

Before me,

J. H. Lumbert

A Commissioner for Oaths

DATED 25th July 1956

STATUTORY DECLARATION

- of -

GORDON SIMMONS Esquire.

Presented by:—

SIMMONS & SIMMONS,
1, Threadneedle Street,
London, E.C.2.

(REF: D.9272/deC/SM"E")

THIS IS THE DOCUMENT MARKED "A"
referred to in the Statutory
Declaration of Gordon Simmons, Esq.,
dated the 25th day of July 1956:

D. H. Lamhedst

A Commissioner for Oaths.

DAMAGED DOCUMENT

SUPREME COURT OF JUDICATURE
22 SEP. 1915
CENTRAL OFFICE
FILING & RECORD

1915. No. C

1915. No.

In the High Court of Justice,

CHANCERY DIVISION.

Before the Vacation Judge

MR. JUSTICE Younger

Fos.

IN THE MATTER OF THE ASSURANCE COMPANIES ACT, 1909

AND

IN THE MATTER OF THE UNITED DOMINIONS INSURANCE COMPANY, LIMITED.

~~TO HIS MAJESTY'S HIGH COURT OF JUSTICE.~~

THE ~~HUMBLE~~ PETITION of FREDERICK HANDEL BOOTH, of Bretherton Hall, Ferrybridge, in the County of York; HENRY TIMBS GULLICK, of The Banks, St. Peters, Thanet, in the County of Kent; PATRICK HUGH [illegible], of 18, Castle Street, Liverpool, in the County of Lancaster; EDWARD MORTIMER MOUNTAIN, of West [illegible] House, Epsom, in the County of Surrey; FRANK ROGERSON, of 77, Leigham Court Road, Streatham, in the County of London; WILLIAM WALLACE SEYMOUR, of "Ehrenberg," Chestnut Avenue, Torquay, in the County of Devon; ALEXANDER GEORGE MACKENZIE, of 29, Chester Terrace, Regent's Park, in the said County of London; GEORGE WIGLEY, of Redcliffe, Mapperley Road, in the town and County of Nottingham; and CHARLES WILLIAMS, of 90, Kenilworth Court, Putney, in the said County of London.

SHEWETH AS FOLLOWS:—

1. The object of this Petition is to obtain the sanction of the Court as required by Section 13 of the Assurance Companies Act, 1909, to the transfer of the business of The United Dominions Insurance Company Ltd (hereinafter called "the Vendor Company") to the British Dominions General Insurance Company Ltd (hereinafter called "the Purchasing Company").

11 August 1915
The Court doth Order that all parties concerned do attend before the Court on Wednesday the 8th day of September 1915 and that leave be given to make fabbwith.
C. B. Younger

2. The Vendor Company was incorporated under the Comp Acts, 1862 to 1890, on the 20th March, 1897, as a Company liability limited by shares under the name of "The Credit Assur and Guarantee Corporation Ltd." By special resolution duly passed and confirmed at meetings of the Vendor Company duly convened held on the 12th day of December, 1901, and the 31st day of D 1901, the name of the Vendor Company was changed to "The B Dominions Insurance Company Ltd." and by special resolution passed and confirmed at meetings of the Vendor Company duly vened and held on the 12th January, 1911, and the 27th Jan 1911, the name of the Vendor Company was changed to "The U Dominions Insurance Company Ltd." which name the Vendor Comp now bears.

3. The Registered Office of the Vendor Company is situate England.

4. The Memorandum of Association of the Vendor Company pa vides that the objects for which the Vendor Company is established are among others:-

(A) "The assurance and guarantee of all commercial and "general credits including the guarantee of the due payment of "the loans of bankers and others trade debts overdrafts accept- "ances promissory notes and all other debts and liabilities whether "present or contingent and the indemnification of sureties guaran- "tors and others against loss of every description."

(B) "The guarantee of money secured by or payable under "or in respect of debentures, bonds, debenture stock contracts "mortgages charges obligations and securities of any company or "any authority supreme municipal parochial local or otherwise or "of any person or persons whomsoever whether corporate or unin- "corporate."

(C) "The guarantee of the fidelity of persons filling or about "to fill offices posts positions or situations official or otherwise in- "cluding persons holding or about to hold the position of receiver "liquidator guardian trustee executor administrator committee at- "torney broker delegate or agent and the guarantee of the due "performance and discharge by such persons or by any other per- "sons of all or any of their own or of such other persons duties and "obligations and the indemnification of any such person or persons "from loss or liability of any kind occasioned or to be or capable "of being occasioned by the bankruptcy insolvency negligence fraud

DAMAGED DOCUMENT

"misconduct error of judgment or misfortune of any other person "or persons corporate or unincorporate."

(D) "The assurance or guarantee of the title to, or quiet enjoy- "ment of property either real or personal in any way whatever "including the indemnification of any person or persons against "any loss whatever either present or contingent in respect of any "insufficiency imperfection or deficiency of title or in respect of "any incumbrances burdens outstanding rights actions claims or "demands."

(E) "The assurance, guarantee or indemnification against loss "injury or damage of any description to human beings or of or "to animals or real or personal property arising from or in connec- "tion with accidents whether terminating fatally or otherwise con- "tingencies risks and events of any and every kind provided that "such assurance shall not be ordinary human life assurance."

(F) "The undertaking and execution of the office of trustee "receiver and liquidator (whether official or otherwise) executor "administrator committee, manager, attorney delegate, substitute "treasurer and any other offices or situations of trust or confidence "both public and private and the performing and carrying out the "duties functions and business incident thereto and connected "therewith either gratuitously or otherwise and generally to transact "all kinds of trust and agency business either gratuitously or other- "wise."

(G) "The guaranteeing of deposits and guarantee funds re- "quired in relation to any tender or application for any contract "concession, degree Bill in Parliament enactment property or privi- "lege or in relation to the carrying out of any contract, conces- "sion decree or enactment."

(H) "The receiving holding and taking charge of gratuitously "or otherwise money securities documents of or relating to title to "property of all kinds, bullion, jewellery, pictures, plate, valuables "and moveable effects of all kinds on deposit at interest or for "custody the wholly or partially insuring or guaranteeing all such "articles and things against loss or injury from any cause whatever "—the issuing of warrants and documents of title against deposits "of all kinds made with the Company and generally the carrying "on of the business of a Safe Deposit Company including the "using, for the purpose of storage, gratuitously or otherwise let- "ting on hire, and otherwise disposing of safes strong rooms and

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"other receptacles for the storage and safe keeping of moveable "property of all kinds."

(I) "The acting as agents to and for depositors and others "in and about effecting sales purchases and exchanges of any pro- "perty deposited with the Company for safe custody or by way of "security and in collecting paying and remitting interest dividends "and other moneys."

(J) "The contracting with leaseholders borrowers lenders or "annuitants and others for the establishment accumulation provi- "sion and payment of sinking funds redemption funds, depreciа- "tion funds, renewal funds, endowment funds and any other special "funds and that either in consideration of a lump sum or of an "annual premium or otherwise and generally on such terms and "conditions as may be arranged."

(K) "The acting as agents for holders of Colonial, American "and foreign shares bonds and other securities in the purchase sale "registration and transfer of such securities and in collecting and "paying over dividends thereon and generally in protecting and re- "presenting their interests in regard to such securities."

(L) "The acting as agents for joint stock and other companies "whether domiciled in the United Kingdom or elsewhere in the "issue of their shares, stock, bonds, debentures and debenture "stock and the undertaking and guaranteeing of such issues and "the guaranteeing to the holders the due payment of principal and "interest of debentures and debenture stock."

(M) "Generally the carrying on in all its branches of every kind "of credit assurance, insurance against trade and other losses "guarantee and indemnity business counter guarantee and counter "indemnity business, fidelity guarantee business insurance against "theft insurance against loss of health insurance against loss of "goods insurance against calls insurance against diminution of divi- "dends or income insurance against loss of profits, insurance against "loss or forfeiture of licenses, leases or other property or rights "or loss or diminution of property in possession reversion re- "mainder expectancy possibility or otherwise insurance against loss "through birth or failure of issue or marriage or by loss or re- "covery of contractual or testamentary capacity accident insurance "including assurance against accidents terminating fatally boiler in- "surance live stock insurance hailstorm insurance transit insurance "plate glass insurance burglary insurance employers' liability in- "surance mortgage insurance securities insurance share liability in-

DAMAGED DOCUMENT

"surance, trustees, executors and receivers liability insurance depo-
"sits in banks insurance marine insurance and fire insurance and
"also of every other kind of insurance and of every kind of re-
"insurance and counter-insurance business whether of the like or of
"a different kind and whether now known or hereafter to be in-
"vented or devised except the insurance, re-insurance or counter-
"insurance of ordinary human life."

(N) "The entering into partnership or into any arrangement
"for sharing profits union of interests joint adventure reciprocal
"concession amalgamation co-operation or otherwise with any person
"or company carrying on or engaged in, or about to carry on or
"engage in any business or transaction which the Company is
"authorised to carry on or engage in and any business or trans-
"action capable of being conducted so as directly or indirectly to
"benefit the Company and the taking or otherwise acquiring and
"holding of shares or stock in or securities of and the subsidising
"of or otherwise the assistance of, any such company and the sel-
"ling holding and re-issuing with or without guarantee or otherwise
"dealing with such shares stock or securities."

(O) "The selling of the undertaking of the Company or any
"part thereof for such consideration as the Company may think fit
"and in particular for shares debentures or securities of any other
"company having objects altogether or in part similar to those of
"the Company."

(P) "The sale exchange improvement management develop-
"ment leasing mortgaging disposing of, turning to account, or other-
"wise dealing with all or any part of the property and rights of
"the Company."

(Q) "The distribution of any of the property of the Company
"among the Members in specie."

5. The original capital of the Vendor Company was £850,300 divided into 2,000 deferred shares of £1 each and 99,800 ordinary shares of £8 10s. 0d. each. In pursuance of the power contained in clause 7 (G) of the Memorandum of Association of the Vendor Company by a special resolution duly passed and confirmed at meetings of the Vendor Company duly convened and held on the 27th day of November, 1902, and the 12th day of December, 1902, it was resolved that 6,000 of the said 99,800 ordinary shares should be issued as preferred ordinary shares.

6. Of the capital referred to in paragraph 5 h
been issued 4,881 Preferred Ordinary Share
fully paid up 31,046 Ordinary Share

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the sum of 10s. has been called up and (except as hereinafter mentioned) paid in respect of each share 1,123 Ordinary Shares of £8 10s. 0d. each upon which the sum of £3 10s. 0d. has been called up and paid in respect of each share and 2,000 Deferred Shares of £1 each all fully paid up. In respect of the said 31,046 Ordinary Shares there are calls in arrear on 635 of such shares which have not been forfeited amounting to £136 3s. 10d. and the sum of £100 has been paid in advance of calls on 30 of such shares and 3,962 of such shares in respect of which £212 1s. 0d. has been paid have been forfeited for non-payment of calls. In respect of the said 1,123 Ordinary Shares the sum of £5 has been paid in advance of calls on 5 of the said shares.

7. The Vendor Company has carried on the assurance (except life) guarantee and indemnity business authorised by the clauses of its Memorandum of Association hereinbefore referred to but for some years past the profits realised from its trading have not been sufficient (except on one occasion) to justify its Directors in recommending the payment of any dividend to its shareholders.

8. The Purchasing Company having proposed to the Vendor Company to take a transfer of the business of the Vendor Company on the terms and conditions contained in the Provisional Agreement hereinafter stated that Agreement was entered into accordingly.

9. The said Provisional Agreement is in the terms following:—

"AN AGREEMENT made the 8th day of July One thou
"nine hundred and fifteen between The United Dominions Insur
"Company Limited whose registered office is situate at 57 Moor-
"gate Street in the City of London (hereinafter called "the Vendor
"Company") of the one part and The British Dominions General
"Insurance Company Limited whose registered office is situate at 1
"Royal Exchange Avenue in the City of London (hereinafter called
""the Purchasing Company") of the other part Whereas the
"Vendor Company was incorporated in the year One thousand nine
"hundred and seven under the Companies Act 1862 as a Company
"limited by Shares And whereas the present authorised capital of
"the Vendor Company is Eight hundred and fifty thousand three
"hundred pounds divided into Six thousand Preferred Ordinary
"Shares of Eight pounds ten shillings each Ninety three thousand
"eight hundred Ordinary Shares of Eight pounds ten shillings each
"and Two thousand Deferred Shares of One pound each And
"whereas the Vendor Company has created and issued two series

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"of Debenture Stock for Thirty thousand pounds and Twenty
"thousand pounds respectively the whole of which two series are
"now outstanding together with current interest thereon And where-
"as under the Memorandum of Association of the Vendor Company
"it has power to amalgamate with any other Company whose
"objects are or include objects similar to those of the Vendor
"Company whether by sale or purchase for shares or otherwise of
"the undertaking and also 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 And whereas there
"has been issued of such Capital Four thousand eight hundred
"and eighty one Preferred Ordinary Shares of Eight pounds ten
"shillings each fully paid Thirty one thousand and forty six Or-
"dinary Shares of Eight pounds ten shillings each upon each of
"which Share Ten shillings has been called up there are Calls
"in arrear on Six hundred and thirty five of such Shares amount-
"ing to Four hundred and thirty six pounds three shillings and ten
"pence and One hundred pounds has been paid in advance of Calls
"on Thirty of such Shares One thousand one hundred and twenty
"three Ordinary Shares of Eight pounds ten shillings each upon each
"of which Shares Three pounds ten shillings has been called up
"and paid and upon five of which Shares Five pounds has been paid
"in advance of Calls and Two thousand Deferred Shares of One
"pound each fully paid making a total of Sixty two thousand nine
"hundred and forty two pounds And whereas Three thousand
"nine hundred and sixty two Ordinary Shares upon which ten
"shillings has been called up and in respect of which Two hundred
"and twelve pounds one shilling has been paid have been forfeited
"for non-payment of Calls And whereas the Purchasing Company
"was incorporated in the year One thousand nine hundred and
"four under the Companies Acts 1862 to 1900 as a Company
"limited by Shares And whereas the present authorised capital of
"the Purchasing Company is One million and two pounds divided
"into Forty one thousand Preference Shares of Three pounds each and
"Two hundred and ninety two thousand three hundred and thirty
"four Ordinary Shares of Three pounds each And whereas there
"has been issued of such Capital 40,667 Preference Shares and
"152,667 Ordinary Shares of which all the said Preference Shares
"and 42,667 of the said Ordinary Shares are fully paid and 50,000
"Ordinary Shares are each credited with £1 as paid up thereon
"and 60,000 Ordinary Shares are each credited with 15s. as paid

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"up thereon And whereas the Purchasing Company by its Memo-
"randum of Association has power among other things to purchase
"or otherwise acquire all or any part of the business property
"undertaking and liabilities of any Company carrying on business
"which the Purchasing Company is for the time being authorised
"to carry on and to pay either in cash shares or otherwise as may
"be deemed expedient for any business or property by the Purchas-
"ing Company And whereas the parties hereto have mutually
"agreed to enter into the arrangement hereinafter provided Now

"IT IS HEREBY AGREED as follows:—

1. "When and so soon as the arrangement for amalgamation
"hereby provided for shall have been sanctioned by the High Court
"of Justice in England and the necessary Special Resolutions for
"the winding up of the Vendor Company shall have been passed
"and confirmed for the purpose of enabling this Agreement to be
"carried into effect under the provisions of Section 192 of the
"Companies (Consolidation) Act 1908 the Vendor Company by its
"Liquidator shall sell and transfer to the Purchasing Company and
"the Purchasing Company shall purchase and accept a transfer of
"the business and undertaking of the Vendor Company as a going
"concern as and from the 30th day of June One thousand nine
"hundred and fifteen and all the real and personal property assets
"effects and things in action of what nature and kind whatsoever
"of the Vendor Company including the goodwill of the business of
the Vendor Company the benefit of Contracts made between the
"Vendor and Purchasing Companies and the exclusive rights and
"power to use the name of the Vendor Company and including also
"the benefit of all contracts of insurance all premiums and other
"payments to become payable thereunder and all contracts and
"treaties of re-insarance and all guarantees and other like obliga-
"tions and all contracts with agents and others And including
"also all the books and documents of which it may be necessary
"or desirable for the transferees of the said business to have posses-
"sion the Purchasing Company undertaking that such books and
"documents shall be available to the Liquidator of the Vendor
"Company for the purposes of the winding up of the Company and
"of carrying out the provisions of this Agreement And the said
"premises are to be sold transferred and purchased subject to all
"liabilities and obligations of every description of the Vendor

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"Company including the said two issues of Mortgage Debenture "Stock for Thirty thousand pounds and Twenty thousand pounds "respectively together with interest thereon from the Twenty "seventh day of May One thousand nine hundred and fifteen pro- "vided however that the transfer sale and purchase aforesaid is not "to include the uncalled Capital of the Vendor Company or any part "thereof except the Call of One pound ten shillings per Share "hereinafter mentioned which is to be made by the Liquidator."

2. "The consideration for the sale shall be (A) the allotment "in manner hereinafter mentioned by the Purchasing Company of "One thousand four hundred and eighty eight Ordinary Shares of "Three pounds each of and in the Capital of the Purchasing Com- "pany having One pound credited as paid up on each of such "Shares and of one Ordinary Share of Three pounds of and in "the Capital of the Purchasing Company having Ten shillings "credited as paid up on such Share. The said Shares together with "Forty thousand Ordinary Shares of Three pounds each One pound "paid up of the Purchasing Company now held by the Vendor "Company representing in all a paid up Capital of Forty one "thousand four hundred and eighty eight pounds ten shillings in "the Purchasing Company shall be distributed in manner follow- "ing: Each holder of Preferred Ordinary Shares of Eight pounds "ten shillings each fully paid up of and in the Capital of the "Vendor Company shall be entitled as of right to claim an allot- "ment or transfer to himself or his nominee or nominees of such "number of the said Shares in the Purchasing Company as shall "represent a paid up Capital in the Purchasing Company equal in "amount to the nominal value of the said Preferred Ordinary "Shares of the Vendor Company held by him Provided that in cases "where the holding of any such shareholder is of a nominal value "which contains an odd Ten shillings the odd Ten shillings shall "be satisfied by a cash payment by the Purchasing Company and "the number of Shares to be allotted under this clause shall be re- "duced accordingly (B) the allotment in manner hereinafter men- "tioned by the Purchasing Company of Sixty two thousand and "ninety two Ordinary Shares of Three pounds each of and in the "Capital of the Purchasing Company having Ten shillings credited "as paid up on each of such Shares. The said Sixty two "thousand and ninety two Ordinary Shares shall be distributed in "manner following: Each holder of Ordinary Shares of Eight "pounds ten shillings each of the Vendor Company upon which

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"Ten shillings per Share has been called up and upon which there "shall have been paid up in full the said Call of Ten shillings and "upon which the further Call of One pound ten shillings per "Share hereinafter mentioned shall have been made shall in respect "of each such Ordinary Share in the Vendor Company held by him "be entitled as of right to claim an allotment to himself or to his "nominee or nominees of two Ordinary Shares of Three pounds "each in the Purchasing Company with the sum of Ten shillings "credited as having been paid up on each of such Shares (C) the "allotment in manner hereinafter mentioned by the Purchasing "Company of Two thousand two hundred and forty six Ordinary "Shares of Three pounds each of and in the Capital of the Pur-"chasing Company having One pound credited as paid up on each "of such Shares. The said Two thousand two hundred and forty "six Ordinary Shares shall be allotted in manner following namely: "Each Shareholder of the Vendor Company shall in respect of each "Ordinary Share of Eight pounds ten shillings each in the "Vendor Company held by him upon which Three pounds ten "shillings shall have been paid up be entitled as of right to claim "an allotment to himself or to his nominee or nominees of two "Ordinary Shares of Three pounds each in the Purchasing Com-"pany having One pound credited as paid up on each of such Shares "(D) the allotment in manner hereinafter mentioned by the Pur-"chasing Company of Six hundred and sixty six Ordinary Shares "of Three pounds each of and in the Capital of the Purchasing "Company credited as fully paid up. The said Six hundred and "sixty six Ordinary Shares shall be allotted in manner following: "Each holder of Deferred Shares of One pound each fully paid "up of and in the Capital of the Vendor Company shall in respect "of every three of such Shares held by him be entitled as of right "to claim an allotment to himself or to his nominee or nominees "of One Ordinary Share of Three pounds in the Purchasing Com-"pany credited as fully paid up Provided that in cases where the "holding of any shareholder contains any odd Share or Shares over "and above a multiple of three his claim in respect of such odd "Share or Shares shall be satisfied by a cash payment of One "pound by the Purchasing Company in respect of each such Share "and the number of Shares to be allotted under this clause shall "be reduced accordingly (E) a cash payment to the Liquidator "or his nominees of One hundred and five pounds to be applied "in repayment of the amounts paid in advance of Calls on the Or-

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"dinary Shares of the Vendor Company such repayments however "in the case of Ordinary Shares upon which Ten shillings per "Share has been called up to be set off against the Call to be "made as hereinafter mentioned. The Purchasing Company shall "transfer or allot Shares in accordance with the above provisions "to the Shareholders of the Vendor Company who shall claim the "same or to their nominees."

3. "A member entitled to claim an allotment as aforesaid must "claim the same within one month from the date of the sanction "of this Agreement as aforesaid or of the passing and confirmation "of the above mentioned Special Resolutions for the winding up of "the Vendor Company which event shall last happen by sending to "the Purchasing Company a claim in writing for an allotment of "the Shares and such claim must be signed by the member making "the same and where it requests that the allotment of Shares shall "be made to a nominee or nominees of such member the said claim "must be countersigned by such nominee or nominees. The "Liquidator of the Vendor Company shall within seven days after "the Vendor Company shall have passed and confirmed the above "mentioned Special Resolutions for the winding up thereof or after "the sanction of the Court shall have been obtained hereto which "event shall last happen give notice in writing to each member of "the Vendor Company stating the number of Shares which the "member is entitled to claim as of right under this Agreement "and the situation of the registered office of the Purchasing Com-"pany and the time within which a claim for allotment as afore-"said must be sent in to the Purchasing Company and there must "be enclosed therewith proper forms of claim addressed to the "Purchasing Company for signature by the member and his nominee "or nominees. The notice aforesaid shall in each case be given "by sending the same through the post addressed to the member "at his registered address as appearing on the register of mem-"bers. In the case of the claim for allotment of shares being for a "nominee or nominees of a member it shall be subject to the ap-"proval by the Purchasing Company of such nominee or nominees."

4. "If the Liquidator shall in order to carry the said transfer "into effect have occasion to purchase the interest of any member "of the Vendor Company who shall effectually dissent from the "necessary Special Resolutions hereinbefore referred to in manner "provided by Section 192 (3) of the Companies (Consolidation)

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"Act 1908 then and in every and any such case the number of "Shares to be allotted under the provisions of clause two hereof "shall be proportionately reduced but the Purchasing Company "shall pay to the Liquidator for the purpose of effecting such "purchase such sum as by arbitration between the Vendor Com- "pany and such member or by agreement made with the sanction "of the Purchasing Company between him and the Liquidator of "the Vendor Company shall be determined to be the price payable "in respect of such purchase Provided always and it is hereby "agreed and declared that if a member or members of the Vendor "Company holding together Shares of the Vendor Company to the "total nominal value of Ten thousand pounds shall effectually dis- "sent from the said Special Resolutions the Purchasing Company "shall be entitled by notice in writing addressed to the Liquidator "of the Vendor Company and left at the registered office of the "Vendor Company to cancel this Agreement and thereupon th "Agreement shall be void and of no effect."

5. "The said sale and purchase shall so far as practicable take "effect as on and from the 30th day of June One thousand nine "hundred and fifteen and all contracts transactions receipts pay- "ments losses and obligations whatsoever of the Vendor Company "shall on and as from that day be transferred to the Purchasing "Company so that the business aforesaid shall as aforesaid from that day "be carried on and be deemed to have been carried on for the sole "benefit and at the sole risk of the Purchasing Compa "

6. "When and so soon as this Agreement shall have bee "sanctioned as aforesaid and the above mentioned Special Reso- "lutions for winding up of the Vendor Company shall have been "passed and confirmed the Purchasing Company shall pay off "satisfy and discharge the above mentioned two issues of Mort- "gage Debenture Stock for Thirty thousand pounds a Twenty "thousand pounds respectively and interest as aforesaid and shall "pay satisfy and discharge all other the debts liabilities and obli- "gations whatsoever of the Vendor Company and shall perform "and carry out all insurance and other contracts and engagements "of the Vendor Company and shall at all times keep the Vendor "Company and the members and Liquidator thereof indemnified "against all the debts liabilities obligations and engagements of the "Vendor Company whatsoever and against all actions proceedings "claims and demands in relation thereto."

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7. "The Vendor Company shall not pay any dividend or bonus "to its Shareholders after the date hereof pending completion of "the Purchase."

8. "The Purchasing Company shall without investigation ob- "jection or requisition accept such title as the Vendor Company "has to all the real or personal property and premises to be trans- "ferred pursuant to this Agreement."

9. "The Purchasing Company shall if and when the purchase "hereby agreed upon shall be completed pay and at all times "thereafter keep the Vendor Company and its Liquidator indem- "nified against all proper and reasonable costs and expenses of and "incidental to the negotiations for preparation and completion of "this Agreement and the carrying of the same into effect or con- "sequent thereon including all such applications to the High Court "of Justice and other proceedings as may be necessary or ex- "pedient to enable this Agreement to be carried into effect and "including also costs charges or expenses for the purpose of or "in relation to the winding up of the Vendor Company and any "arrangements consequent thereon including any fee of the Liqui- "dator of the Vendor Company and including also the cost of dis- "charging the claim of any Shareholder of the Vendor Company "who may dissent from the above mentioned Special Resolutions "for the winding up of the Vendor Company."

10. "The Liquidator will within seven days of his appointment "as Liquidator call up on each of the said Thirty one thousand and "forty six Ordinary Shares of Eight pounds ten shillings per Share "upon which Ten shillings per Share has been called up the sum "of One pound ten shillings per Share to be paid by six instal- "ments as follows: videlicet the first instalment of Five shillings "on the First day of October next the second third fourth fifth "and sixth instalments of Five shillings each to be paid respe[illegible]ve "tively on the First January One thousand nine hundred an[illegible]ied the "teen the First July One thousand nine hundred and sixteen "First January One thousand nine hundred and seventeen the "July One thousand nine hundred and seventeen and First Janua "One thousand nine hundred and eighteen and the proceeds of such "Call shall be paid to the Purchasing Company in recoupment of "the amounts expended by it in satisfying and discharging the said "two issues of Debenture Stock hereinbefore referred to or such part "or parts thereof as such proceeds shall be sufficient to recoup

"Provided that the full amount of the Call or the balance of
"said Call for the time being unpaid may be paid in advance
"any time: And provided further that if the full amount of the Cal
"upon any of the Thirty one thousand and forty six Or
"Shares shall not be paid within seven days after the date wh
"first instalment becomes due each Share in the Purchasing
"pany which is claimed in accordance with the provisions of
"2(B) hereof in respect of any one of the said Thirty one thousan
"forty six Ordinary Shares on which the full amount of the said
"Call remains unpaid shall be allotted to the Shareholder claimin
"the same but the Certificate for the Share so to be allotted shall
"be handed to the Liquidator to be held by him until such time
"as the full amount of the said Call shall have been paid together
"with interest at the rate of Five per centum per annum upon any
"instalment in arrear as a security for the payment of the said Call
"and the interest as aforesaid and the Shareholder shall at the
"request of the Liquidator execute a blank transfer of the Shares
"the Certificate for which shall be handed to the Liquidator as
"aforesaid but the Purchasing Company shall only pay upon
"each Share allotted in respect of any one of the said 31,046 Or-
"dinary Shares on which the full amount of the said Call shall no
"have been paid the same proportion of any dividend which may
"be declared by the Purchasing Company in respect of each Ordi-
"nary Share as the amount actually paid up in respect of the said
"Call at the date when the said dividend is declared bears to the
"total amount of the said Call And provided further that if any
"instalment of the said Call is not paid when due the Liquidator
"may in his discretion and if the total amount of the said Call
"together with interest at the rate of Five per centum per annum
"upon any instalment in arrear shall not have been paid when the
"final instalment of the said Call is due the Liquidator shall serve
"a notice upon the person or persons who shall have claimed the
"Shares of the Purchasing Company allotted in respect of such
"Share in the Vendor Company requiring such person or persons to
"pay within fourteen days of the notice the Call or the instalment
"of the Call or such part thereof as is then due and unpaid
"together with interest as aforesaid and any expenses which may
"have accrued by reason of the non-payment and if the requisition
"of any such notice be not complied with the Shares in the
"Purchasing Company which shall have been allotted in respect of
"the Shares in the Vendor Company in respect of which such notice

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"has been given may (but subject to the restrictions set out in "Clause 15 hereof) be either sold or otherwise disposed of upon "such terms and in such manner as the Liquidator shall think fit "but the liability for the said Call shall not be discharged or re- "leased except so far as the net proceeds of such sale or disposition "shall extend."

11. "The Vendor Company and the Liquidator thereof shall at "the expense of the Purchasing Company execute and do and cause "to be executed and done all such assurances acts and things as "shall reasonably be required by the Purchasing Company for "vesting all the real and personal property and assets hereby agreed "to be transferred in the Purchasing Company and for giving the "Purchasing Company the full benefit and advantage of this Agree- "ment and the Purchasing Company shall execute and do all such "deeds documents and things as may reasonably be required by the "Vendor Company or the Liquidator thereof for the purpose of "giving full effect to this Agreement."

12. "Subject as aforesaid if this Agreement shall not have "become absolute from the 1st day of December One thousand "nine hundred and fifteen and the Vendor Company shall not have "gone into Liquidation as aforesaid it shall be lawful for either "of them the Vendor Company or the Purchasing Company by "notice in writing to the other to rescind this Agreement and "thereupon the same shall be absolutely void and of no effect."

13. "In case there shall at any time be any difference or dis- "pute as to the true intent or meaning of this Agreement or any- "thing contained herein or as to any rights obligations or proce- "dure thereunder every such difference or dispute shall be referred "to two Arbitrators and their Umpire in accordance with the Ar- "bitration Act 1889."

14. "This Agreement is subject to such alterations or modifi- "cations (if any) as the Court may direct."

15. "The Shares to be issued by the Purchasing Company "in pursuance of this Agreement are subject to the restrictions im- "posed thereon by the Treasury as a condition of the issue thereof "viz. that the Allottees shall not sell during the continuance of the

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"present war any share or shares in the Purchasing Company so "to be allotted as aforesaid and this restriction shall be endorsed "on the Share Certificates so to be issued as aforesaid."

"In witness whereof the Vendor Company and the Purcha "Company have caused their respective Common Seals to be h "unto affixed the day and year first before written."

10. At a Meeting of the Directors of the Purchasing Company specially summoned for the purpose and held on the 8th day of July, 1915, a resolution was passed unanimously in the following terms:—

"The Solicitor submitted the engrossment of the Provisiona "Agreement with The United Dominions Insurance Company L "and after discussion the same was approved unanimously an "was resolved that the Seal of the Company be affixed thereto "which was accordingly done in the presence of Mr. Harry F. "Gullick, Mr. Frank Rogerson, and Mr. J. Gardiner, the Secretary."

11. At a Meeting of the Directors of the Vendor Company specially summoned for the purpos" and held on the 24th day of J 1915, a resolution was unanimously passed authorising the seal the said Provisional Agreement and the same was on the same duly sealed.

12. The said Provisional Agreement was submitted to an extraordinary general meeting of the shareholders of the Vendor Company specially called for the purpose and held on the 19th day of July, 1915, when the following resolutions were passed unanimously that is to say:—

1. "That it is expedient that the business of the Company "be sold and transferred to The British Dominions General In "surance Company, Limited, upon the terms of the Provisional "Agreement submitted to this meeting, dated the 8th day of July, "1915, and made between this Company of the one part and The "British Dominions General Insurance Company, Limited, of the "other part, which agreement is hereby approved."

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2. "That the Directors of this Company be authorised and "are hereby directed to take or concur in all necessary steps, and "to obtain the sanction of the Court to the proposed arrangement "for transfer with such (if any) modification as the Court may "require."

3. "That if and so soon as the sanction of the Court shall "have been obtained to the proposed arrangement with such modi- "fication (if any) as aforesaid, the Directors be authorised and are "hereby directed to take all necessary steps to procure the passing "of a special resolution or special resolutions for winding-up the "Company voluntarily and appointing Charles John Marriott, of 57, "Moorgate Street, in the City of London, liquidator for the pur- "pose of such winding-up, and authorising the said Liquidator, "pursuant to Section 192 of the Companies (Consolidation) Act, "1908, to adopt the Agreement so sanctioned by the Court as afore- "said and to carry the same into effect."

13. An extraordinary general meeting of the shareholders of the Vendor Company was held on the 4th day of August, 1915, the same having been specially summoned for the purpose of confirming the said last mentioned resolutions and the same were then unanimously confirmed.

14. Neither the Vendor Company or the Purchasing Company has any life, endowment sinking fund, or bond investment policy holders.

15. The Purchasing Company was incorporated under the Companies Acts, 1862 to 1900, on the 15th day of September, 1904, as a Company with liability limited by shares under the name of "The British Dominions Marine Insurance Co., Ltd." By special resolutions duly passed and confirmed at meetings of the Purchasing Company duly convened and held on the 12th January, 1911, and the 27th January, 1911, the name of the Purchasing Company was altered to "The British Dominions General Insurance Co., Ltd."

16. The registered office of the Purchasing Company is situate in England.

17. The original authorised capital of the Purchasing Company was £600,000 divided into 200,000 shares of £3 each. By divers special resolutions 41,000 shares forming part of the original capital were converted into Preference Shares with a right to a fixed cumulative preferential dividend at the rate of 6 per cent. per annum on the capital for the time being paid up on such shares.

18. By an extraordinary resolution duly passed at a meeting of the Purchasing Company duly convened and held on the 25th day of March, 1915, the capital of the Purchasing Company was increased from £600,000 to £1,000,002 by the creation of 133,334 new shares of £3

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each, ranking pari passu with the existing ordinary shares of the Purchasing Company.

19. At the date of the Provisional Agreement the following Capital of the Purchasing Company had been issued and subscribed, viz.:— 40,667 Preference Shares fully paid, 42,667 Ordinary Shares fully paid, 50,000 Ordinary Shares with £1 paid up on each share and 60,000 Ordinary Shares with 15s. paid up on each share, the total subscribed capital being thus £580,002 of which £345,002 was credited as paid up.

20. The Purchasing Company carries on a large and successful business in marine fire employers' liability plate glass contingency personal accident disease sickness motor car license driving risks loss of profits sprinkler leakage burglary public liability and fidelity ins[illegible] and the market value of the shares in 1915 was as follows:—

Ordinary Shares of £3 each fully paid £4 per share.
Preference ... ... £3 10s. 0d. pe[illegible]

The premium and other income of the Purchasing Com[illegible]any ceeds £650,000 per annum. The present invested funds [illegible]rine to £850,000 and the Reserve Funds to £142,000 and the [illegible]nage Bankers, in hand and on deposit about £175,000. In additi[illegible]y to dividend of 6% paid on the Preference Shares the Purchasi[illegible] pany paid a dividend of 6% on the Ordinary Shares for [illegible]risks ending December 31st, 1914, and an interim dividend at [illegible] of 7% per annum for the current year. [illegible]risks

21. The Memorandum of Association of the Purchasing [illegible] provides among other things as follows:—

(A) "To make or effect insuranc[illegible] steamers ships v[illegible]s, "boats and craft whether afloat or under [illegible]tion or repair or "otherwise and engines, tackle, gear and equipm[illegible]ds merchan- "dise, specie bullion and other property; freights or [illegible]ships or "vessels respondentia and bottomry interests advances [illegible]sions "profits disbursements and other objects of insurance whether belong- "ing to members of the Company or not and to make all and every "insurance appertaining to or connected with marine risks includ- "ing the guarantee for the due payment of the policies of marin "insurance effected by any other company and generally to carry "the business of marine underwriters and insurers and of mar "insurance brokers and insurance agents and to purchase and t "over such business from companies or private individuals.

(B) "To make or effect such insurances on all objects of "surance against appertaining to or connected with all risks

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"transit, whether partly by land and partly by water or wholly by "land or wholly by water including inland rivers or waters and in- "cluding all risks of transit by post whether alone or in connection "with any other mode of transit and also all risks incidental to "goods or other property whilst stored or deposited on land or "on water for the purpose of safe custody exhibition sale or any "other purpose whether in connection with any transit or voyage "or independently of any transit or voyage; to re-insure or in any "way provide for the liability of the Company wholly or partially "upon any insurance guarantee or contract granted or entered into "by the Company and generally to carry on and transact every kind "of transit insurance and indemnity business."

(C) "To insure owners of vessels cargoes freights and other "properties interests and subject matters of insurance of whatsoever "nature and description and all persons whatsoever interested therein "against all or any risks contingencies and liabilities now or at any "time hereafter commonly insured against or undertaken by marine "insurers or underwriters or by protection indemnity small damage "or any other insurance clubs or associations and generally to "carry on business of marine insurance in all its branches.

(D) "To re-insure or counter-insure all or any of the risks "undertaken by the Company or all or any of the risks undertaken "on its behalf or account and to undertake any authorised risks "either direct or by way of re-insurance or counter-insurance.

(E) "To be surety in and to execute any bail bond or "guarantee in lieu of bail or any other bond or guarantee required "to be given or executed to obtain the release of any vessel's "cargoes or freights or otherwise in connection with marine in- "surance business."

(F) "With the consent in writing of the holders of not less "than three-fourths of the shares of the Company for the time being "issued but not otherwise to assure or guarantee commercial and "general credits including the guarantee of the due payment of "the loans of bankers and others trade debts overdrafts acceptances "promissory notes and all other debts and liabilities whether present "or contingent and the indemnification of sureties guarantors and "others against loss of every description."

(G) "With the like consent to guarantee money secured by or "payable under or in respect of debentures bonds debenture stock

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"contracts mortgages charges, obligations and securities of any "company or any authority supreme municipal parochial local or "otherwise or of any person or persons whomsoever whether cor- "porate or unincorporate.

(H) "With the like consent to guarantee the fidelity of persons "filling or about to fill offices, posts positions or situations official or "otherwise including persons holding or about to hold the position "of receiver liquidator guardian trustee, executor administrator com- "mittee attorney, broker delegate or agent and the guarantee of the "due performance and discharge by such persons or by any other "persons of all or any of their own or of such other persons duties "and obligations and the indemnification of any such person "persons from loss or liability of any kind occasioned or to be oc- "capable of being occasioned by the bankruptcy insolvency "negligence fraud misconduct error of judgment or misfortune "any other person or persons corporate or unincorporate."

(I) "With the like consent to assure or guarantee the title "to, or quiet enjoyment of property either real or personal in any "way whatever including the indemnification of any person or per- "sons against any loss whatever either present or contingent in re- "spect of any insufficiency imperfection or deficiency of title or in "respect of any incumbrances burdens outstanding rights actions "claims or demands."

(J) "With the like consent to assure, guarantee or indemnify "against loss injury or damage of any description to human beings "or of or to animals or real or personal property arising from or in "connection with accidents contingencies risks and events of any "and every kind provided that such assurance shall not be ordinary "human life assurance."

(K) "With the like consent to undertake and execute the "office of trustee receiver and liquidator (whether official or other- "wise) executor administrator committee manager attorney delegate "substitute treasurer and any other offices or situations of trust or "confidence both public and private and to perform and carry out "the duties functions and business incident thereto and connected "therewith either gratuitously or otherwise and generally to trans- "act all kinds of trust and agency business either gratuitously or "otherwise."

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(L) "With the like consent to guarantee the deposits and "guarantee funds required in relation to any tender or application "for any contract concession decree, Bill in Parliament enactment "property or privilege or in relation to the carrying out of any "contract concession decree or enactment."

(M) "With the like consent to receive, hold and take charge "of, gratuitously or otherwise, money, securities documents of or "relating to title to property of all kinds bullion jewellery pictures "plate valuables and moveable effects of all kinds on deposit at "interest or for custody to wholly or partially insure or guarantee "all such articles and things against loss or injury from any cause "whatever to issue warrants and documents of title against deposits "of all kinds made with the Company and generally to carry on "the business of a safe deposit Company to use for the purposes of "storage gratuitously or otherwise let on hire and otherwise dispose "of safes strong rooms and other receptacles for the storage and "safe keeping of moveable property of all kinds.

(N) "With the like consent to act as agents to and for deposi- "tors and others in and about effecting sales purchases and ex- "changes of any property deposited with the Company for safe "custody or by way of security and in collecting paying and remit- "ting interest dividends and other moneys."

(O) "With the like consent to contract with leaseholders bor- "rowers, lenders or annuitants and others for the establishment "accumulation provision and payment of sinking funds redemption "funds depreciation funds renewal funds endowment funds and any "other special funds and that either in consideration of a lump "sum or of an annual premium or otherwise and generally on such "terms and conditions as may be arranged."

(P) "With the like consent to act as agents for holders of "Colonial, American and foreign shares bonds and other securities "in the purchase sale registration and transfer of such securities "and in collecting and paying over dividends thereon and generally "in protecting and representing their interests in regard to such se- "curities."

(Q) "With the like consent to act as agents for joint stock "and other companies whether domiciled in the United Kingdom "or elsewhere in the issue of their shares stock bonds debentures

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"issues and the guaranteeing to the holders the due payment of "principal and interest of debentures and debenture stock."

(R) "With the like consent generally to carry on in all its "branches every kind of credit assurance, insurance against trade "and other losses guarantee and indemnity business counter "guarantee and counter indemnity business, fidelity guarantee busi- "ness insurance against theft insurance against loss of health, in- "surance against loss of goods insurance against calls, insurance "against diminution of dividends or income insurance against loss of "profits insurance against loss or forfeiture of licenses leases or other "property or rights or loss or diminution of property in possession re- "version remainder expectancy possibility or otherwise insurance "against loss through birth or failure of issue or marriage or by loss or "recovery of contractual or testamentary capacity accident insurance "boiler insurance live stock insurance hailstorm insurance transit "insurance, plate glass insurance burglary insurance employers' liabi- "lity insurance mortgage insurance securities insurance share liabi- "lity insurance, trustees executors and receivers liability insurance "deposits in banks insurance fire insurance and also every other "kind of insurance and of every kind of re-insurance and counter- "insurance business whether of the like or of a different kind and "whether now known or hereafter to be invented or devised ex- "cept the insurance re-insurance or counter-insurance of ordin- "human life; but nothing in this clause is to require the sa "consent in case of marine insurance."

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

(T) "To enter into any joint purse arrangement or any ar- "rangement for sharing profits union of interests or co-operation "with any company firm or person carrying on or proposing to "carry on any business or transaction which the Company is for the "time being authorised to carry on and to acquire and hold shares "stock or securities of any such company and to sell hold re-issue "or otherwise deal with the same."

(U) "To sell or in any way dispose of the undertaking of "the Company or any part thereof for such consideration as the "Company may think fit and in particular for shares debentures or "securities of any other company, subject or not to any liability "restriction or condition as to transfer or otherwise."

CHANCERY REGISTRAR SENIOR REGISTRAR ORDER

(V.C) To purchase acquire carry on and develop and to promote and as
or if deemed desirable to undertake and take over all or any part of the business, profits
undertakings and liabilities of any person or Company carrying on any business or
which this Company is for the time being authorised to carry on or offering facilities
connection therewith or any shares or interests therein.

(H.H) To pay either in cash shares or otherwise as may be deem
expedient, for any business or property acquired by the Company

CHANCERY REGISTRAR SENIOR REGISTRAR ORDER

22. The consent of the shareholders of the Purchasing Company holding more than three-fourths of the then issued shares to carry on the business enumerated in the sub-paragraphs (G) to (U) inclusive of paragraph 21 hereof were duly given on the 31st day of October, 1916.

23. Article 85 of the Purchasing Company's Articles of Association is as follows:—

"The business of the Company shall subject as herein provided be managed by the Directors who may exercise all such "powers of the Company and do on behalf of the Company all "such acts as may be exercised and done by the Company and as "are not by the Statutes or by these presents required to be exercised "or done by the Company in General Meeting subject nevertheless to any regulations of these presents to the provisions of the "Statutes and to such regulations (being not inconsistent with the "aforesaid regulations or provisions) as may be prescribed by the "Company in General Meeting, but no regulation made by the "Company in General Meeting shall invalidate any prior act of the "Board which would have been valid if such regulation had not "been made."

Nothing in the said Articles or in any regulations made by the Purchasing Company in general meeting prevents the Directors of the Purchasing Company from purchasing the business of the Vendor Company upon the terms of the said Provisional Agreement.

24. The arrangement intended to be effected by the said Provisional Agreement is an equitable arrangement and it is expedient and will be for the mutual benefit of the shareholders and policy-holders of the Vendor Company and of the Purchasing Company that the said Agreement should be confirmed and carried into effect.

Your Petitioners therefore humbly pray:—

1. That the said Provisional Agreement dated the 8th day of July, 1915, and the transfer intended to be effected thereby may be sanctioned and confirmed by this Honourable Court and carried into effect and that your Petitioners the Directors of the Purchasing Company may be at liberty to execute and do all assurances and things which may be necessary for that purpose.
2. That such further or other order may be made in the premises as to the Court shall seem fit.

And your Petitioners will ever pray etc.

It is intended to serve this Petition on the Vendor Company.

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CHANCERY DIV

MR. JUSTICE *Youn*

Wednesday 8. J

IN THE MATTER OF THE A
COMPANIES ACT, 1909

AND

IN THE MATTER OF TH
DOMINIONS INSURANCE
LIMITED.

PF

SIMMONS &

DAMAGED DOCUMENT

AY PRESS, LIMITED, 8, 9, 10, I

THIS IS THE DOCUMENT MARKED "B"
referred to in the Statutory
Declaration of Gordon Simmons, Esq.,
dated the 25th day of July, 1956:

D. H. Lambert

A Commissioner for Oaths.

f] 82051/620
Co. ny]

Form 28.

THE COMPANIES ACT, 1948

REGISTERED
3 AUG 1956

COMPANIES REGISTRATION

A 5/- Companies Registration Fee Stamp must be impressed here.

NOTICE of CONSOLIDATION, DIVISION, SUB-DIVISION, or CONVERSION into STOCK of SHARES, specifying the SHARES so Consolidated, Divided, Sub-divided, or Converted into Stock, or of the Re-Conversion into Shares of Stock, specifying the Shares so re-converted, or of the Redemption of Redeemable Preference Shares or of the Cancellation of Shares (otherwise than in connection with a reduction of share capital under Section 66 of the Companies Act, 1948).

Pursuant to Section 62.

Name of Company { Eagle Star Insurance Company Limited.

PUBLISHED AND SOLD BY
WATERLOW & SONS LIMITED,
LAW AND COMPANIES' STATIONERS AND REGISTRATION AGENTS,
85 & 86, London Wall, London, E.C.2;
49, Parliament Street, Westminster, S.W.1; 107, Park Lane, Marble Arch, W.1;
77, Colmore Row, Birmingham, 3; 109, The Headrow, Leeds, 1;
12 & 14, Brown Street, Manchester, 2.

3 AUG 1956

ed by

Simmons & Simmons,

1 Threadneedle

DAMAGED DOCUMENT

TO THE REGISTRAR OF COMPANIES.

Eagle Star Insurance Company LIMITED,

hereby gives you notice ~~in accordance with Section 62 of the Companies Act, 1948,~~ that by a Special Resolution passed on the 29th May 1933 each of the then existing 41,000 Preference Shares of £3. each was sub-divided into three Preference Shares of £1. each.

(*Signature*) .....

(*State whether Director or Secretary*) Secretary

day of August 19 56

NOTE.—This margin is reserved for binding and should not be written across.

DAMAGED DOCUMENT

No. 82051 /1622

EAGLE STAR INSURANCE COMPANY LIMITED

COMPANIES REGISTRATION FIVE SHILLINGS

At an Extraordinary General Meeting of the above-named Company duly convened and held at Wimborne House, 22, Arlington Street, London, S.W.1, on the 31st day of July, 1956, the following Resolutions were duly passed as SPECIAL RESOLUTIONS:—

REGISTERED 8 AUG 1956

Resolutions

1. THAT the Scheme of Arrangement between the Company and (i) the holders of its Preferred Ordinary Shares of £3 each (ii) the holders of its Ordinary Shares of £3 each (iii) the holders of its fully-paid Ordinary Shares of 10s. each and (iv) the holders of its partly-paid Ordinary Shares of 10s. each (a print whereof has been produced to this Meeting and for the purpose of identification subscribed by the Chairman) be approved with such modification (if any) therein as the Court may approve or impose and that the Board of Directors be authorised and directed to take all necessary steps and proceedings for carrying the said Scheme into effect.

2. THAT subject to and upon the Scheme becoming operative as provided by paragraph 8 thereof the capital of the Company be reduced from £5,500,000 divided into 1,000,000 4 per cent. Cumulative Preference Shares of £1 each 1,000,000 4 per cent. Second Cumulative Preference Shares of £1 each 615,514 Preferred Ordinary Shares of £3 each 157,892 Ordinary Shares of £3 each 2,313,564 Ordinary Shares of 10s. each and 23,000 unclassified Shares of £1 each to £3,289,501 divided into 1,000,000 4 per cent. Cumulative Preference Shares of £1 each 1,000,000 4 per cent. Second Cumulative Preference Shares of £1 each 615,514 Preferred Ordinary Shares of 1s. each 2,471,450 Ordinary Shares of 10s. each 6 Ordinary Shares of 1s. each and 23,000 unclassified Shares of £1 each and that such reduction be effected by

(a) cancelling paid-up capital to the extent of 5s. per share on each of the Preferred Ordinary Shares of £3;

(b) extinguishing the liability in respect of uncalled capital to the extent of 5s. per share on each of the Preferred Ordinary Shares of £3;

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(c) extinguishing the liability in respect of uncalled capital to the extent of 50s. per share on each of the Ordinary Shares of £3;

(d) extinguishing the liability in respect of uncalled capital to the extent of 9s. per share on each of the 6 partly-paid Ordinary Shares of 10s.;

(e) reducing the nominal amount of each of the Preferred Ordinary Shares of £3 from £3 to 1s.;

(f) reducing the nominal amount of each of the Ordinary Shares of £3 from £3 to 10s.;

(g) reducing the nominal amount of each of such 6 Ordinary Shares of 10s. from 10s. to 1s.

3. THAT subject to and upon such reduction as aforesaid taking effect the preferential and special rights and privileges attached to the said 615,514 Preferred Ordinary Shares of 1s. each resulting from such reduction shall be abrogated as on and from the 1st July, 1956, but without prejudice to and so as not to affect the half-yearly dividend declared on the Preferred Ordinary Shares in respect of the first six months of 1956 and paid on the 2nd July, 1956, and

(a) all such 615,514 Preferred Ordinary Shares of 1s. each be converted into 615,514 Ordinary Shares of 1s. each in the capital of the Company so as to form with the 6 Ordinary Shares of 1s. each resulting from the said reduction 615,520 Ordinary Shares of 1s. each all ranking for dividend as from the 1st January, 1956, and entitled to participate as if fully paid up on and at all times since such date in all dividends declared on Ordinary Shares on or after the 1st July, 1956, but not entitled to participate in any interim or other dividend declared prior to such 1st July, 1956, whether payable on such date or prior or subsequent thereto;

(b) Every ten of the 615,520 Ordinary Shares of 1s. each resulting from such reduction and conversion be consolidated into one Ordinary Share of 10s. ranking for and entitled as to dividend as aforesaid but otherwise ranking *pari passu* in all respects with the existing fully paid Ordinary Shares of 10s. each; and the Board of Directors be authorised and directed to settle any difficulty which may arise with regard to such consolidation and to determine which of such shares are consolidated into each consolidated share and in the case of shares registered in the name of one Member being consolidated with shares registered in the name of another Member to make such arrangements for the sale of the consolidated share and to sell the same to such person or persons and at such price as the Board may in its absolute discretion think fit and to distribute the net proceeds of sale among the holders of such fractional holdings rateably in accordance with their rights and interests in the consolidated share so sold and to appoint some person to transfer to the purchaser or purchasers thereof the shares so sold and such appointment and any transfer executed in pursuance thereof shall be effective and do all such other acts and things (if any) necessary to carry this Resolution into effect.

4. THAT further subject to and upon such reduction as aforesaid taking effect

(a) each of the 23,000 unclassified Shares of £1 be sub-divided into two unclassified Shares of 10s. each, and

(b) the share capital of the Company be increased to its former amount of £5,500,000 by the creation of 3,466,998 Ordinary Shares of 10s. each and 954,000 unclassified Shares of 10s. each.

5. THAT the persons who at the close of business on the day before the day on which the Scheme becomes operative are the holders of Preferred Ordinary Shares be paid within two months of the Scheme becoming operative a special non-recurring dividend of 1½d. (less income tax) per Preferred Ordinary Share so held by them respectively.

6. THAT further subject to and upon such reduction as aforesaid taking effect the Articles of Association of the Company be altered:—

(a) by deleting therefrom the first sentence of Article 3 thereof and substituting therefor in the said Article 3 the following new first sentence (that is to say):— "The share capital of the Company at the date upon which the resolution for the inclusion of this sentence in the Company's Articles takes effect is £5,500,000 divided into 1,000,000 4 per cent. Preference Shares of £1 each 1,000,000 4 per cent. Second Preference Shares of £1 each 6,000,000 Ordinary Shares of 10s. each and 1,000,000 unclassified Shares of 10s. each."

(b) by deleting therefrom paragraph (C) of the said Article 3.

(c) by deleting therefrom paragraph (A) of Article 72 and substituting therefor and in its place in the said Article 72 the following new paragraph (A) (that is to say):—

"(A). The 4 per cent. Preference Shares and the 4 per cent. Second Preference Shares respectively shall confer upon the holders thereof respectively the right to receive notice of and to attend and vote at a general meeting of the Company only if and when at the time of convening such meeting the cumulative preferential dividend on the 4 per cent. Preference Shares or the 4 per cent. Second Preference Shares (as the case may be) is six months in arrear or if the business of the meeting includes the consideration of any resolution directly affecting the special rights and privileges attached to the 4 per cent. Preference Shares or the 4 per cent. Second Preference Shares (as the case may be) or any resolution reducing the capital of the Company or for winding up the Company. For the purposes of this paragraph the cumulative preferential dividend on the 4 per cent. Preference Shares and the 4 per cent. Second Preference Shares shall be deemed to be payable by half-yearly instalments on the 1st day of January and the 1st day of July in each year."

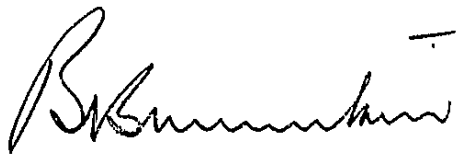
(d) by deleting from paragraph (B) of the said Article 72 the words "and the Ordinary Shares of £3 each (10s. paid)" at present appearing therein, and

(e) by deleting from the first paragraph and from the last paragraph of Article 135 the words "or Preferred Ordinary Shares" at present appearing in both such paragraphs.

7. THAT as recommended by the Board of Directors subject to and upon such reduction as aforesaid taking effect the sum of £1,196,122 being part of the sum standing to the credit of the Company's General Reserve Fund be capitalised and appropriated as capital to and amongst the persons who at the close of business on the seventh day following the date on which the scheme shall become operative will be the registered holders of the 2,392,244 Ordinary Shares of 10s. each of the Company in the proportions they would have been entitled thereto had the same been then distributed by way of dividend and accordingly the Board be authorised and directed to apply such sum in paying up in full 2,392,244 new Ordinary Shares of 10s. each of the Company on behalf of such persons and to appropriate such new Ordinary Shares to and distribute the same ranking for and entitled as to dividend as hereinafter mentioned and credited as fully paid amongst such persons in the proportion of one new fully-paid Ordinary Share for each Ordinary Share then to be registered in their names respectively in satisfaction of the shares and interests of such persons in the said capitalised sum and to do all other acts and things (if any) necessary or requisite for the purpose of carrying this resolution into effect. Such new Ordinary Shares shall rank for dividend as from the 1st January, 1956, and be entitled to participate as if fully paid on and at all times since such date in all dividends declared on Ordinary Shares on or after the 1st July, 1956, but shall not be entitled to participate in any interim or other dividend declared prior to such 1st July, 1956, whether payable on such date or prior or subsequently thereto.

B.E.S. MOUNTAIN,

Chairman.



D.G.S. LTD.

EAGLE STAR INSURANCE COMPANY LIMITED

1, THREADNEEDLE STREET,
LONDON, E.C.2.

6th July, 1956.

To the Shareholders.

DEAR SIR OR MADAM,

At the Annual General Meeting of your Company I announced that it was proposed to raise fresh capital by an issue of Ordinary Shares.

The Company's business has expanded very rapidly since the War and, in particular, there has been a vast increase in its operations overseas. In order to maintain and to expand this overseas business it is sometimes obligatory and often desirable to invest large sums in the countries concerned. As a result, however, of making such investments overseas the Company's home funds (other than life funds which must be treated separately) now require to be supplemented if the increase in the Company's premium income in this country is to be maintained.

It is the view of your Board that, with the additional resources becoming available as a result of the proposed issue of shares, the Company should be able to achieve even greater success throughout the world.

Your Directors also consider that, with the proposed issue, the time is opportune to take steps to simplify the capital structure of the Company and to remove the uncalled liability upon some of the issued shares. Accordingly they have had prepared a Scheme to provide both for such simplification and for the proposed issue of shares. The technicalities involve an application to the Court.

Since the first announcement of the proposals a number of Institutions interested in both classes of Ordinary Shares have made representations that the Ordinary Shares proposed to be issued should be offered in the first instance both to holders of fully paid Ordinary Shares and to holders of Ordinary Shares of £3 each. After due consideration your Board has agreed to this suggestion which is accordingly embodied in the Scheme.

The Scheme and an explanation thereof, with examples showing how it will affect the holders of the various classes of shares in the Company, are set out in the following pages.

Having regard to the formalities involved, it is expected that the Scheme will not become operative nor the new shares be issued until the Autumn of this year. It is not, therefore, possible to determine now the price at which the new shares will be issued because this will depend upon market conditions at the time. The amount to be raised should, however, be in the region of £3,000,000.

There are annexed hereto:

	PAGES
1. A copy of the Statement explaining the effect of the Scheme	3–14
2. A copy of the Scheme for which High Court sanction is required	15–20
3. A Notice convening an Extraordinary General Meeting of the Company to approve and give effect to the Scheme subject to such sanction ...	21–24

PAGES

4. A Notice convening Separate Meetings of the holders of:

   (*a*) The Preferred Ordinary Shares.

   (*b*) The Ordinary Shares of £3 each.

   (*c*) The fully paid Ordinary Shares of 10s. each.

   (*d*) The partly paid Ordinary Shares of 10s. each. ... 25-26

All the members of the Company (including the holders of the Preference, Second Preference and Preferred Ordinary Shares) are entitled to notice of, and to attend and vote at, such Extraordinary General Meeting.

Forms of proxy for such Meetings are enclosed. If you are unable to attend the Meetings appropriate to your shareholding I shall be grateful if you will complete and return, in the enclosed envelope, the relevant forms of proxy, in accordance with the Notes printed thereon, to the Registrar of the Company at Wimborne House, 22 Arlington Street. London, S.W.1.

Yours truly,

B. E. S. MOUNTAIN,

Chairman.

EAGLE STAR INSURANCE COMPANY LIMITED

Explanatory Statement

(*made pursuant to Section 207 of the Companies Act, 1948*)

The present share capital of the Company is as follows:—

Authorised £		*Paid up* £ s. d.	*Uncalled* £ s. d.
1,000,000	in 1,000,000 4 per cent Cumulative Preference Shares of £1 each (all issued and fully paid).	1,000,000 0 0	—
1,000,000	in 1,000,000 4 per cent Second Cumulative Preference Shares of £1 each (all issued and fully paid).	1,000,000 0 0	—
1,846,542	in 615,514 Preferred Ordinary Shares of £3 each (all issued and 6s. paid).	184,654 4 0	1,661,887 16 0
473,676	in 157,892 Ordinary Shares of £3 each (all issued and 10s. paid).	78,946 0 0	394,730 0 0
1,156,782	in 2,313,564 Ordinary Shares of 10s. each (of which (*a*) 2,172,800 are issued (fully paid), (*b*) 6 are issued (1s. paid), and (*c*) 140,758 are unissued).	1,086,400 6 0	2 14 0
23,000	in 23,000 unclassified shares of £1 each (all unissued).	—	—
£5,500,000		£3,350,000 10 0	£2,056,620 10 0

The 6 partly paid Ordinary Shares of 10s. each have been issued, at a price of 12s. per share, as to 3 thereof to the Company's Solicitor, Mr. Gordon Simmons, a partner in Messrs. Simmons and Simmons of 1 Threadneedle Street, London, E.C.2, and, as to the remaining 3 thereof, to the nominees of such Solicitor for the sole purpose of enabling the Scheme to be carried into effect without fractions of shares resulting.

The proposed new capital structure, when all the matters set out in the Scheme are carried into effect, will be as follows:—

Authorised £		*Paid up* £	*Uncalled* £
1,000,000	in 1,000,000 4 per cent Cumulative Preference Shares of £1 each (all issued and fully paid).	1,000,000	—
1,000,000	in 1,000,000 4 per cent Second Cumulative Preference Shares of £1 each (all issued and fully paid).	1,000,000	—
3,000,000	in 6,000,000 Ordinary Shares of 10s. each (all issued and fully paid).	3,000,000	—
500,000	in 1,000,000 unclassified shares of 10s. each (all unissued).	—	—
£5,500,000		£5,000,000	Nil

This reorganisation will be effected in the following manner:—

(1) Reduce the share capital of the Company by cancelling paid-up capital to the extent of 5s. per share and by extinguishing the liability for uncalled capital to the extent of 54s. per share on the 615,514 Preferred Ordinary Shares.

(2) Reduce the share capital of the Company by extinguishing the liability for uncalled capital to the extent of 9s. per share on the 6 partly paid Ordinary Shares of 10s. each.

(3) Convert the 615,514 Preferred Ordinary Shares of 1s. each resulting from the reduction in paragraph (1) above into 615,514 Ordinary Shares of 1s. each to form, with the 6 Ordinary Shares resulting from the reduction in paragraph (2), 615,520 Ordinary Shares of 1s. each (fully paid).

(4) Consolidate the 615,520 Ordinary Shares of 1s. each, mentioned in paragraph (3) above, into 61,552 Ordinary Shares of 10s. each (fully paid).

For the purposes of paragraph (4) above, every 10 Ordinary Shares of 1s. each will be consolidated into 1 Ordinary Share of 10s. Members whose shares are consolidated are not to receive fractions of new shares, but any share representing fractions is to be sold by the Directors in such manner, to such persons and at such price as they may think fit and the net proceeds of sale distributed to the Members who would otherwise have been entitled to fractions therein according to their respective interests.

Upon the conversion and consolidation referred to in paragraphs (3) and (4), the preferential and special rights and privileges attached to the Preferred Ordinary Shares will be cancelled as on and from the 1st July 1956, but this will not affect the half-yearly dividend already declared on the Preferred Ordinary Shares which was paid on the 2nd July, 1956. The Ordinary Shares resulting from such conversion and consolidation will be entitled to participate in all dividends declared on or after the 1st July, 1956 on Ordinary Shares.

In addition, within two months of the Scheme becoming operative, a special non-recurring dividend of 1½d. (less income tax) upon each Preferred Ordinary Share will be paid to the persons who on the day before the Scheme becomes operative are the registered holders of the Preferred Ordinary Shares.

(5) Reduce the share capital of the Company by extinguishing the liability for uncalled capital to the extent of 50s. per share on the 157,892 Ordinary Shares of £3 each.

(6) Subdivide the existing 23,000 unclassified shares of £1 each into 46,000 unclassified shares of 10s. each and create a further 3,466,998 Ordinary Shares of 10s. each and 954,000

unclassified shares of 10s. each to bring back the Company's authorised capital to the present amount of £5,500,000.

(7) Capitalise a sum of £1,196,122 to be applied in paying up in full 2,392,244 Ordinary Shares of 10s. each to be distributed, credited as fully paid, to the persons who, at the close of business on the seventh day after the Scheme becomes operative and the reduction of capital takes effect, are the registered holders of the 2,392,244 Ordinary Shares of 10s. each in such reorganised capital.

The 2,392,244 Ordinary Shares to be issued credited as fully paid up as aforesaid will rank *pari passu* in all respects with the existing Ordinary Shares of 10s. each and will be entitled to participate in all dividends declared on or after the 1st July, 1956, on Ordinary Shares.

(8) Offer for subscription 1,215,512 new Ordinary Shares of 10s. each in the reorganised capital to the holders of the existing 2,172,800 fully paid Ordinary Shares of 10s. each and 157,892 Ordinary Shares of £3 each, 10s. paid registered in the books of the Company at the close of business on the day before the day on which the Scheme becomes operative at a price to be determined by the Directors, but to be not less than 45s. nor more than 55s. per share. Such holders will be so offered one new Ordinary Share by way of " rights " for every two fully paid Ordinary Shares or partly paid Ordinary Shares as the case may be so held (fractions of a new share being disregarded), and will also be entitled to apply for the balance of the 1,215,512 Ordinary Shares not required for the purpose of the " rights " issue and, in addition, for any of the shares offered by way of " rights " which are not accepted. The acceptance in whole or in part of any application for such " excess shares " will be in the sole discretion of the Directors.

These 1,215,512 new Ordinary Shares will be entitled to participate in all dividends declared on the Ordinary Shares after the issue of such new shares except that they will not participate in any second interim dividend for 1956 intended to be declared as mentioned below.

(9) Alter the Articles of Association of the Company so far as is necessary to give effect to the Scheme.

The Scheme will become operative as soon as the issue of the 1,215,512 Ordinary Shares of 10s. each has been underwritten by reputable underwriters at a commission of not more than 1s. per share, the Scheme has been sanctioned by an Order of the Court

before 31st December, 1956, and an office copy thereof has been delivered to the Registrar of Companies for registration.

It is intended that the issue will be underwritten by Philip Hill, Higginson & Co. Limited for a commission of 10½d. a share out of which that company will pay all sub-underwriting and over-riding commissions.

In order to obtain the sanction of the Court to the reduction of the Company's capital involved in the Scheme, without the Court conducting an enquiry for and requiring the Company to satisfy all creditors who object to such reduction, it is proposed that the debts, liabilities and engagements of the Company at the date of the presentation of the Petition to the Court for such sanction shall be guaranteed by Midland Bank Limited but the amount payable under such guarantee will be limited to £2,210,499. It is also proposed that the liability of Midland Bank Limited under the guarantee will be reduced *pro tanto* on receipt by the Company of the net proceeds of the issue of the 1,215,512 Ordinary Shares. It is further proposed that the Company will pay to Midland Bank Limited a fee of £2,200 for the provision by the Bank of the guarantee.

The Directors are of opinion that, if the Scheme is implemented and in the absence of unforeseen circumstances, they should be able to declare and pay in January, 1957, a second interim dividend for 1956 of 10½d. per Ordinary Share, and to recommend for payment in July, 1957, a final dividend for 1956 of 1s. 3d. per Ordinary share. As already mentioned the holders of the 1,215,512 Ordinary Shares to be offered for subscription will not be entitled to participate in the second interim dividend.

Furthermore, if the Scheme is implemented and in the absence of unforeseen circumstances, the Directors consider that they should be able to declare and pay in July, 1957, a first interim dividend for 1957 of 10½d. per Ordinary Share, assuming that the present profits are maintained.

On the above forecast the total dividend during 1957 on the Ordinary Shares (other than the 1,215,512 Ordinary Shares) in the reorganised share capital of the Company will be at the rate of 3s. per share.

The total dividend on the existing Ordinary Shares of £3 each (10s. paid) and fully paid Ordinary Shares of 10s. each which has been paid during 1956 is at the rate of 6s. per share. If the Scheme is implemented existing holders of Ordinary Shares of £3 each and fully paid Ordinary Shares of 10s. each will, for every one of such shares hold 2 fully paid Ordinary Shares of 10s. each (ignoring the 1,215,512 new Ordinary Shares) on which, according to the above forecast, the total dividend payable during 1957 will be 6s. (i.e. 3s. per share on each of the 2 Ordinary Shares).

The effect of the Scheme on the various classes of members of the Company will be as follows:—

(A) The Holders of the 4 per cent Cumulative Preference Shares and the 4 per cent Second Cumulative Preference Shares.

The special rights and privileges of these shares respectively are not directly affected by the proposals contained in the Scheme nor by the Resolutions set out in the Notice convening the Extraordinary General Meeting of the Company. Accordingly, separate meetings of the holders of these shares have not been convened but, as part of the Scheme will involve the reduction of the capital of the Company, the holders of both these classes of shares are entitled to notice of the Extraordinary General Meeting and to attend and vote thereat.

The proposals will, in the opinion of the Directors, benefit the holders of these shares. At present one of the resources of the Company is the uncalled capital on certain shares amounting in the aggregate to £2,056,620 10s. 0d. On the Scheme becoming operative this uncalled capital will be extinguished but it will be replaced by the net proceeds of the issue of the new Ordinary Shares which will be in the region of £3,000,000.

(B) The Holders of the Preferred Ordinary Shares of £3 each (6s. paid).

The holders of these shares, which have priority over the Ordinary Shares for the 10 per cent dividend and return of their paid-up capital, will have such shares converted into Ordinary Shares not having that priority. Thus, instead of being entitled as now to a fixed dividend of 10 per cent on the capital paid up on their shares payable half-yearly and deemed to be payable on the 1st January and 1st July in every year, they will receive dividends *pari passu* with the holders of other Ordinary Shares in the reorganised capital. The conversion will be at the rate of one fully paid Ordinary Share of 10s. for every ten Preferred Ordinary Shares held.

The conversion of the Preferred Ordinary Shares into Ordinary Shares will take effect as on and from the 1st July, 1956, but will not affect the half-yearly dividend on the Preferred Ordinary Shares which has been declared and was paid on the 2nd July, 1956.

At present the holders of the Preferred Ordinary Shares are entitled to attend and vote at a General Meeting only if and when, at the time of convening such meeting, the cumulative preferential dividend on the Preferred Ordinary Shares is six months in arrear or a resolution is proposed at such meeting directly affecting the special rights and privileges attached to such shares, or for the

reduction of capital or winding up of the Company. At such General Meetings which the holders of these shares are entitled to attend, they have, at present, on a poll, one vote for every such share held. On the Scheme becoming operative they will, as holders of Ordinary Shares of 10s. each, be entitled to attend and vote at all General Meetings and will have, on a poll, one vote for every share held, except that, at a General Meeting convened at a time when the cumulative preferential dividend on the Preference Shares or Second Preference Shares is six months in arrear or at which a resolution is proposed directly affecting the special rights or privileges attached to the Preference Shares or Second Preference Shares or for the reduction of capital or winding up the Company, they will have, on a poll, one vote for every six Ordinary Shares held.

The holders of the Preferred Ordinary Shares who at the close of business on the seventh day after the Scheme becomes operative will be registered holders of Ordinary Shares of 10s. each resulting from the conversion of the Preferred Ordinary Shares under the Scheme, will receive further Ordinary Shares of 10s. each in the reorganised share capital credited as fully paid at the rate of one such fully paid new Ordinary Share for every Ordinary Share so registered as aforesaid.

As already mentioned the fully paid Ordinary Shares of 10s. each resulting from the conversion and the Ordinary Shares of 10s. each credited as fully paid mentioned in the last paragraph will entitle the holders thereof to participate in all dividends declared on Ordinary Shares on or after the 1st July, 1956.

In addition, holders of the Preferred Ordinary Shares on the register on the day before the day on which the Scheme becomes operative will be paid, within two months of the Scheme becoming operative, the special non-recurring dividend of 1½d. (less income tax) per Preferred Ordinary Share held by them.

On the Scheme becoming operative the holders of the Preferred Ordinary Shares will be relieved of their liability in respect of the uncalled capital on their present shares.

Example.

A holder of 100 Preferred Ordinary Shares of £3 each, yielding per annum £3

will obtain

20 fully paid Ordinary Shares of 10s. each yielding per annum, assuming a total dividend at the rate of 3s. per share £3

and will be relieved of a liability to the Company for uncalled capital amounting to £270;

and so on in proportion for holdings of other amounts except that fractions of shares, which would otherwise arise on the reduction, conversion and consolidation of every 10 Preferred Ordinary Shares into one Ordinary Share, will be sold by the Directors and the net proceeds thereof distributed in cash to those entitled.

A holder of Preferred Ordinary Shares will also receive within 2 months of the Scheme becoming operative a special non-recurring dividend of 1½d. (less income tax) per Preferred Ordinary Share amounting in the case of a holder of 100 Preferred Ordinary Shares to 12s. 6d. (less income tax).

(C) The Holders of the Ordinary Shares of £3 each (10s. paid).

The holders of these Shares will hold fully paid Ordinary Shares of 10s. each in the reorganised capital, each of the existing Ordinary Shares of £3 being reduced to a fully paid Ordinary Share of 10s.

At present, at all General Meetings of the Company, the holders of these Ordinary Shares of £3 each have, on a poll, one vote for every such share held. On the Scheme becoming operative they will, at all General Meetings, have on a poll one vote for every Ordinary Share of 10s. held, except that, at any General Meeting convened at a time when the cumulative preferential dividend on the Preference Shares or Second Preference Shares is six months in arrear or at which a resolution is proposed directly affecting the special rights and privileges attached to the Preference Shares or the Second Preference Shares or for the reduction of capital or winding up the Company, they will have, on a poll, one vote for every six Ordinary Shares of 10s. each held.

The holders of these Ordinary Shares of £3 each who, at the close of business on the seventh day after the Scheme becomes operative, will as a result be registered holders of Ordinary Shares of 10s. each will receive further Ordinary Shares of 10s. each in the reorganised share capital credited as fully paid at the rate of one such fully paid new Ordinary Share of 10s. for every Ordinary Share so registered as aforesaid. As already mentioned, the holders of these new Ordinary Shares will be entitled to participate in all dividends declared on Ordinary Shares on or after the 1st July, 1956.

In addition the persons registered as the holders of the Ordinary Shares of £3 each 10s. paid at the close of business on the day before the day on which the Scheme becomes operative will be offered for subscription at a price of not less than 45s. nor more than 55s. per share, new Ordinary Shares of 10s. each in the reorganised capital on the basis of one new Ordinary Share of 10s. by way of rights for every two of the Ordinary Shares of £3 each 10s. paid, now in issue so held (fractions of new Ordinary Shares being disregarded) and will (together with the persons registered at the close of business on such day as the holders of the existing fully paid Ordinary Shares of 10s. each) have the right to apply

for " excess shares " as set out on page 5. The new Ordinary Shares to be offered for subscription will be entitled to participate in all dividends declared on Ordinary Shares on or after the date of issue of such new shares except that they will not be entitled to participate in any interim dividend for 1956. They will not, therefore, be entitled to participate in any second interim dividend intended to be declared and payable in January, 1957.

Finally the holders of the Ordinary Shares of £3 each will be relieved of their liability in respect of uncalled capital on their present shares.

Example.

A Holder of 100 Ordinary Shares of £3 each yielding per annum, assuming a total dividend at the rate of 6s. per share £30

will receive

200 fully paid Ordinary Shares of 10s. each yielding per annum, assuming a total dividend at the rate of 3s. per share £30

and will be entitled to accept the allotment of a further 50 Ordinary Shares of 10s. each in consideration of the payment to the Company of a sum of not less than £112 10s. nor more than £137 10s. for such new 50 Ordinary Shares (the actual price depending on the market conditions ruling at the time of issue) and may apply for " excess shares ";

and will be relieved of a liability to the Company for uncalled capital amounting to £250;

and so on in proportion for holdings of other amounts, except that on such allotment of further Ordinary Shares of 10s. each, fractions of such further Ordinary Shares will be disregarded.

(D) The Holders of the Ordinary Shares of 10s. each (fully paid).

The holders of these Ordinary Shares who are registered at the close of business on the seventh day after the Scheme becomes operative will receive further Ordinary Shares of 10s. each in the reorganised share capital, credited as fully paid, at the rate of one such fully paid new Ordinary Share for every Ordinary Share so registered as aforesaid. As already mentioned, these new Ordinary Shares will be entitled to participate in all dividends declared on Ordinary Shares on or after the 1st July, 1956.

In addition, the persons registered as the holders of the existing fully paid Ordinary Shares of 10s. each at the close of business on the day before the day on which the Scheme becomes operative, will be offered for subscription at a price of not less than 45s. nor more than 55s. per share new fully paid Ordinary Shares of 10s. each in the reorganised capital on the basis of one new

Ordinary Share by way of rights for every two of the Ordinary Shares now in issue so held (fractions of new Ordinary Shares being disregarded) and will (together with the persons registered at the close of business on such day as the holders of the existing Ordinary Shares of £3 each 10s. paid) have the right to apply for " excess shares " as set out on page 5. The new Ordinary Shares to be offered for subscription will be entitled to participate in all dividends declared on Ordinary Shares on or after the date of issue of such new shares except that they will not be entitled to participate in any interim dividend for 1956. They will not, therefore, be entitled to participate in any second interim dividend intended to be declared and payable in January, 1957.

Example.

A Holder of 100 fully paid Ordinary Shares of 10s. each yielding per annum, assuming a total dividend at the rate of 6s. per share £30

will receive

200 fully paid Ordinary Shares of 10s. each yielding per annum, assuming a total dividend at the rate of 3s. per share £30

and will be entitled to accept the allotment of a further 50 Ordinary Shares of 10s. each in consideration of the payment to the Company of a sum of not less than £112 10s. nor more than £137 10s. for such new 50 Ordinary Shares (the actual price depending on the market conditions ruling at the time of issue) and may apply for " excess shares ";

and so on in proportion for holdings of other amounts, except that on such allotment of further Ordinary Shares of 10s. each, fractions of such further Ordinary Shares will be disregarded.

(E) The Holders of the 6 Ordinary Shares of 10s. each (1s. paid).

The holders of these partly paid Ordinary Shares will not receive any shares in the reorganised capital in respect thereof. The holders of these shares will, on the Scheme becoming operative, together receive six-tenths of the net proceeds of sale of the one fully paid Ordinary Share of 10s. into which these shares will be reduced and consolidated. Such net proceeds of sale will, in the estimation of the Directors approximate the price paid for such shares.

In the opinion of the Directors, the proposals embodied in the Scheme are fair and equitable to all classes of shareholders of the Company and, if carried into effect, will assist the Company to maintain and expand the present volume of its overseas business and generally benefit the Company and all its members.

For the information of members the middle market prices of the Preferred Ordinary Shares of £3 (6s. paid) the Ordinary Shares of £3 (10s. paid) and the fully paid Ordinary Shares of 10s. quoted on The Stock Exchange, London, on the 29th day of May, 1956 (the day before the Scheme was announced), were

Preferred Ordinary Share of £3 (6s. paid)	12s.	per share
Ordinary Share of £3 (10s. paid) ..	£6 10s.	per share
Fully paid Ordinary Share of 10s. ..	£7	per share

Applications will be made to the Council of The Stock Exchange, London, and to the Committees of the Birmingham, Glasgow, Liverpool and Manchester Stock Exchanges for permission to deal in and for quotation for the 3,827,200 Ordinary Shares of 10s. which will be in issue when the whole of the Scheme is carried into effect.

The Directors of the Company are materially interested in the Scheme as follows:—

Sir Christopher Llewellyn Bullock, K.C.B., C.B.E., holds beneficially in his own right 500 4 per cent Second Preference Shares of £1 each in the Company.

The Marquess of Carisbrooke, G.C.B., G.C.V.O., holds beneficially in his own right 183 Preferred Ordinary Shares of £3 each, 6s. paid, in the Company.

John Henry Davis holds beneficially in his own right 200 Preferred Ordinary Shares of £3 each, 6s. paid, in the Company.

Harold Charles Drayton holds beneficially in his own right 800 Ordinary Shares of 10s. each, fully paid, and 200 Ordinary Shares of £3 each, 10s. paid, in the Company, 500 Ordinary Shares of £12 each (£2 10s. paid) in Midland Bank Limited and 2,000 Ordinary Shares in Philip Hill Investment Trust Limited (referred to below as P.H.I.T.) of which Company Philip Hill, Higginson & Co. Limited (the intended underwriters of the rights issue) is a wholly-owned subsidiary; is a Director of P.H.I.T., is a Director of Midland Bank Limited.

Sir Peter William Hoare, Bart., holds beneficially in his own right 500 4 per cent Preference Shares of £1 each in the Company.

Kenneth Alexander Keith holds beneficially in his own right 500 Ordinary Shares of 10s. each, fully paid, in the Company and 25,500 Ordinary Shares in P.H.I.T.; has a beneficial interest in 500 Ordinary Shares of 10s. each fully paid in the Company; holds as nominee with no beneficial interest 500 Ordinary Shares of 10s. each fully paid in the Company; holds jointly with others but having no beneficial interest 250 Ordinary Shares of 10s. each, fully paid, in the Company; is a Director of P.H.I.T. and Philip Hill, Higginson & Co. Limited.

The Marquess of Linlithgow, M.C., holds beneficially in his own right 167 Preferred Ordinary Shares of £3 each, 6s. paid; holds jointly with others as Trustee but having no beneficial interest

3,570 Ordinary Shares of 10s. each, fully paid, in the Company, 390 Ordinary Shares of £12 each (£2 10s. paid) in Midland Bank Limited, and 35,000 Ordinary Shares and 3,150 Preference Shares in P.H.I.T.; holds as a nominee but having no beneficial interest 10 Ordinary Shares of £3 each, 10s. paid, and 1 Ordinary Share of 10s. (1s. paid) in the Company.

Hugh Macnabb holds beneficially in his own right 250 4 per cent Preference Shares of £1 each, 250 Preferred Ordinary Shares of £3 each, 6s. paid, and 123 Ordinary Shares of 10s. each, fully paid, in the Company.

Hugh Maskelyne Merriman holds beneficially in his own right 1,000 4 per cent Preference Shares of £1 each and 5,650 Preferred Ordinary Shares of £3 each, 6s. paid, in the Company and 2,000 Ordinary Shares in P.H.I.T.; is beneficially interested in 791 4 per cent Second Preference Shares of £1 each in the Company.

General Sir Edwin Logie Morris, K.C.B., O.B.E., holds beneficially in his own right 167 Preferred Ordinary Shares of £3 each, 6s. paid, in the Company and 400 Ordinary Shares in P.H.I.T.

Sir Brian Edward Stanley Mountain, Bart., holds beneficially in his own right 994 Ordinary Shares of 10s. each, fully paid, 133 Ordinary Shares of £3 each, 10s. paid, in the Company and 1,000 Ordinary Shares in P.H.I.T.; holds as Trustee and having a beneficial interest therein 500 Preferred Ordinary Shares of £3 each, 6s. paid, 163 Ordinary Shares of 10s. each, fully paid, in the Company and 326 Ordinary Shares in P.H.I.T.; is beneficially interested in 2,000 Preferred Ordinary Shares of £3 each, 6s. paid, 10 Ordinary Shares of £3 each 10s. paid, and 5,337 Ordinary Shares of 10s. each, fully paid, in the Company and 10,340 Ordinary Shares in P.H.I.T.; holds jointly with another as Trustee but having no beneficial interest 667 4 per cent Preference Shares of £1 each, 80 4 per cent Second Preference Shares of £1 each and 1,348 Ordinary Shares of 10s. each, fully paid, in the Company; holds as nominee but having no beneficial interest 1 Ordinary Share of 10s. (1s. paid) in the Company; is a Director of P.H.I.T.

Stanford Walton Mountain holds beneficially in his own right 12,659 Preferred Ordinary Shares of £3 each, 6s. paid, 35,132 Ordinary Shares of 10s. each, fully paid, and 13,280 Ordinary Shares of £3 each, 10s. paid, in the Company; holds jointly with another as Trustee and having a beneficial interest therein 10,716 Ordinary Shares of 10s. each, fully paid, in the Company; holds as Trustee either solely or jointly with another but having no beneficial interest 700 4 per cent Preference Shares of £1 each, 3,410 Preferred Ordinary Shares of £3 each, 6s. paid, 31,691 Ordinary Shares of 10s. each, fully paid, and 3,826 Ordinary Shares of £3 each, 10s. paid, in the Company; holds as nominee but having no beneficial interest 1 Ordinary Share of 10s. (1s. paid) in the Company.

Joseph Arthur Rank holds beneficially in his own right 500 4 per cent Second Preference Shares of £1 each in the Company and jointly with another as Trustee but having no beneficial interest 171 Ordinary Shares of 10s. each, fully paid, in the Company.

John Spencer holds beneficially in his own right 1,000 Ordinary Shares of 10s. each, fully paid, in the Company and 3,000 Ordinary Shares and 1,050 Preference Shares in P.H.I.T.

Iain Maxwell Stewart holds beneficially in his own right 1,000 4 per cent Second Preference Shares of £1 each in the Company.

Except as aforesaid, none of the Directors has any material interest in the Scheme (whether as a Director, or member or creditor of the Company or otherwise), nor has the Scheme any effect upon their interests which differs from its effects on the like interests of other persons.

Note:

Consent of the Treasury has been obtained to the capitalisation of £ [illegible],122 *and the issue of* 2,392,244 *Ordinary Shares of* 10s. *each credited as fully paid up and the issue of* 1,215,512 *Ordinary Shares of* 10s. *each for cash in compliance with the Order made under Section* 1 *of the Borrowing (Control and Guarantees) Act,* 1946; *it must be distinctly understood that in giving this consent the Treasury does not take any responsibility for the financial soundness of any schemes or for the correctness of any of the statements made or opinions expressed with regard to them.*

No. 00461 of 1956

In the High Court of Justice

CHANCERY DIVISION.

MR. JUSTICE VAISEY

IN THE MATTER OF EAGLE STAR INSURANCE COMPANY LIMITED

— AND —

IN THE MATTER OF THE COMPANIES ACT, 1948

SCHEME OF ARRANGEMENT under Section 206 of the Companies Act, 1948, between the Company and

(i) the holders of its Preferred Ordinary Shares of £3 each,
(ii) the holders of its Ordinary Shares of £3 each,
(iii) the holders of its fully paid Ordinary Shares of 10s. each, and
(iv) the holders of its partly paid Ordinary Shares of 10s. each.

PRELIMINARY

1. The share capital of Eagle Star Insurance Company Limited (hereinafter called " the Company ") is as follows:—

Authorised £		*Paid Up* £ s. d.	*Uncalled* £ s. d.
1,000,000	in 1,000,000 4 per cent Cumulative Preference Shares of £1 each (all issued and fully paid).	**1,000,000 0 0**	—
1,000,000	in 1,000,000 4 per cent Second Cumulative Preference Shares of £1 each (all issued and fully paid).	**1,000,000 0 0**	—
1,846,542	in 615,514 Preferred Ordinary Shares of £3 each (all issued and 6s. paid).	**184,654 4 0**	**1,661,887 16 0**
473,676	in 157,892 Ordinary Shares of £3 each (all issued and 10s. paid).	**78,946 0 0**	**394,730 0 0**
1,156,782	in 2,313,564 Ordinary Shares of 10s. each (of which (i) 2,172,806 have been issued and 140,758 are unissued and (ii) 2,172,800 are fully paid and 6 are 1s. paid).	**1,086,406 6 0**	**2 14 0**
23,000	in 23,000 unclassified Shares of £1 each (all unissued).	—	—
£5,500,000		**£3,350,000 10 0**	**£2,056,620 10 0**

2. The Preferred Ordinary Shares carry the right to a cumulative preferential dividend (ranking next after the cumulative preferential dividend payable on the 1,000,000 Preference Shares and 1,000,000 Second Preference Shares) at the rate of 10 per cent per annum on the amount for the time being

paid up thereon and payable half yearly and the right in a winding up to have the capital paid up on the said Preferred Ordinary Shares together with any arrears of the cumulative Preferential dividend at the rate of 10 per cent per annum up to the commencement of the winding up repaid in full out of the surplus assets remaining after satisfying all claims of the Preference Shares and the Second Preference Shares and in priority to any repayment of capital on any other shares of the Company but do not confer any further right to participate in profits or surplus assets.

No debentures are to be issued by the Company nor are any new shares ranking as to dividend or capital *pari passu* with or in priority to the Preferred Ordinary Shares to be created or issued by the Company without the sanction of an Extraordinary Resolution of the holders of the Preferred Ordinary Shares passed at a separate general meeting thereof held in accordance with Article 14 of the Articles of Association of the Company.

No part of the capital remaining unpaid on the Preferred Ordinary Shares is capable of being called up unless and until the whole of the capital for the time being remaining unpaid in respect of the Ordinary Shares in the capital of the Company for the time being issued and in respect of all other shares (if any) in the capital of the Company for the time being issued and ranking after the Preferred Ordinary Shares shall have been called up.

3. At all General Meetings of the Company upon a show of hands every member personally present and entitled to vote has one vote and upon a poll every member present in person or by proxy and entitled to vote has one vote for every share held by him, provided that

(A) the Preference Shares, Second Preference Shares and the Preferred Ordinary Shares respectively confer upon the holders thereof respectively the right to receive notice of and to attend and vote at a General Meeting of the Company only if and when at the time of convening such meeting the cumulative preferential dividend on the Preference Shares, Second Preference Shares or the Preferred Ordinary Shares (as the case may be) is six months in arrear or if the business of the meeting includes the consideration of any resolution directly affecting the special rights and privileges attached to the Preference Shares, Second Preference Shares or the Preferred Ordinary Shares (as the case may be) or any resolution reducing the capital of the Company or for winding up the Company. For this purpose the cumulative preferential dividend on the Preference Shares, Second Preference Shares and the Preferred Ordinary Shares is deemed to be payable by half-yearly instalments on the 1st day of January and the 1st day of July in each year.

(B) if upon a poll the holders of any class or classes of shares (other than the Ordinary Shares of 10s. each and the Ordinary Shares of £3 each (10s. paid)) are entitled to vote the holders of the Ordinary Shares of 10s. each present in person or by proxy and entitled to vote have upon such poll one vote only for every six such Ordinary Shares of 10s. each held by them respectively.

4. The said 6 partly paid Ordinary Shares of 10s. each of the Company have been issued and are paid up to the extent of 1s. per share for the purposes of this Scheme and so as to enable the Company to effect the reorganisation of the share capital of the Company without fractions of shares resulting.

5. There is now standing to the credit of the Company's General Reserve Fund a sum in excess of £1,196,122.

6. All necessary consents of the Treasury have been obtained to the capitalisation and the issues of Ordinary Shares of 10s. each in the capital of the Company to give effect to the proposals set out in paragraphs 4, 5 and 6 of this Scheme.

SCHEME

1. The Share Capital of the Company shall be reorganised so as to consist of:—

Authorised		*Amount of Issued Capital fully paid when all the provisions of this Scheme are carried into effect*
£		£
1,000,000	in 1,000,000 4 per cent Cumulative Preference Shares of £1 each	**1,000,000**
1,000,000	in 1,000,000 4 per cent Second Cumulative Preference Shares of £1 each	**1,000,000**
3,000,000	in 6,000,000 Ordinary Shares of 10s. each	**3,000,000**
500,000	in 1,000,000 unclassified Shares of 10s. each	—
£5,500,000		**£5,000,000**

Such reorganisation shall be effected in the manner hereinafter set out.

2. The Share Capital of the Company shall be reduced from £5,500,000 divided into 1,000,000 4 per cent Cumulative Preference Shares of £1 each, 1,000,000 4 per cent Second Cumulative Preference Shares of £1 each, 615,514 Preferred Ordinary Shares of £3 each, 157,892 Ordinary Shares of £3 each, 2,313,564 Ordinary Shares of 10s. each and 23,000 unclassified shares of £1 each to £3,289,501 divided into 1,000,000 4 per cent Cumulative Preference Shares of £1 each, 1,000,000 4 per cent Second Cumulative Preference Shares of £1 each, 615,514 Preferred Ordinary Shares of 1s. each, 2,471,450 Ordinary Shares of 10s. each, 6 Ordinary Shares of 1s. each and 23,000 unclassified shares of £1 each and such reduction shall be effected by:

(A) cancelling paid up share capital to the extent of 5s. per share on each of the 615,514 Preferred Ordinary Shares of £3.

(B) extinguishing the liability of 54s. in respect of uncalled capital on each of the 615,514 Preferred Ordinary Shares of £3.

(C) extinguishing the liability of 50s. in respect of uncalled capital on each of the 157,892 Ordinary Shares of £3.

(D) extinguishing the liability of 9s. in respect of uncalled capital on each of the 6 partly paid Ordinary Shares of 10s.

(E) reducing the nominal amount of each such Preferred Ordinary Share of £3 from £3 to 1s.

(F) reducing the nominal amount of each such Ordinary Share of £3 from £3 to 10s., and

(G) reducing the nominal amount of each of such 6 partly paid Ordinary Shares of 10s. from 10s. to 1s.

3. Subject to and upon such reduction as aforesaid taking effect the preferential and special rights and privileges attached to the said 615,514 Preferred Ordinary Shares of 1s. each resulting from such reduction shall be abrogated as on and from the 1st July, 1956, but without prejudice to and so as not to affect the half-yearly dividend declared on the Preferred Ordinary Shares in respect of the first six months of 1956 and paid on the 2nd July, 1956, and

(A) all such 615,514 Preferred Ordinary Shares of 1s. each shall be converted into 615,514 Ordinary Shares of 1s. each so as to form with the 6 Ordinary Shares of 1s. each resulting from the said reduction 615,520 Ordinary Shares of 1s. each all ranking for dividend as from the 1st January, 1956, and entitled to participate as if fully paid up on and at all times since such date in all dividends declared on Ordinary Shares on or after the 1st July, 1956, but not entitled to participate in any interim or other dividend declared prior to such 1st July, 1956, whether payable on such date or prior or subsequently thereto.

(B) every ten of the said 615,520 Ordinary Shares of 1s. each resulting from such reduction and conversion as aforesaid shall be consolidated into one Ordinary Share of 10s. ranking for and entitled as to dividend as aforesaid but otherwise ranking *pari passu* in all respects with the existing fully paid Ordinary Shares of 10s. each; Provided that upon such consolidation no person shall be entitled to receive any fractions of an Ordinary Share but the Directors shall settle any difficulty which may arise with regard to such consolidation and determine which of such shares are to be consolidated into each consolidated share and in the case of shares registered in the name of one member being consolidated with shares registered in the name of another member shall make such arrangements for the sale of and sell the consolidated share to such person or persons and at such price and in such manner as they may in their absolute discretion think fit and shall distribute the net proceeds of sale amongst the holders of such fractional holdings rateably in accordance with their rights and interests in such shares so sold and the Directors may appoint some person to transfer the shares sold to the purchaser or purchasers thereof and such appointment and any transfer executed in pursuance thereof shall be effective.

(C) the persons who on the day before the day on which the Scheme shall become operative are the holders of Preferred Ordinary Shares shall be paid within two months of the Scheme becoming operative a special non-recurring dividend of 1½d. (less income tax) per Preferred Ordinary Share so held by them respectively.

(D) the 23,000 unclassified shares of £1 each shall be sub-divided into 46,000 unclassified shares of 10s. each.

(E) the share capital of the Company shall be increased to £5,500,000 by the creation of 3,466,998 Ordinary Shares of 10s. each and 954,000 unclassified shares of 10s. each, and

(F) the Articles of Association of the Company shall be altered so far as is necessary to give effect to this Scheme.

4. Subject to and upon such reduction and increase of capital as aforesaid taking effect the Company shall capitalise the sum of £1,196,122 (being part of the sum now standing to the credit of its General Reserve Fund) and shall apply the same in paying up in full 2,392,244 Ordinary Shares of 10s. each in its capital reorganised as aforesaid and shall appropriate

such Ordinary Shares to and distribute the same credited as fully paid up amongst the persons who at the close of business on the seventh day following the day on which the Scheme shall become operative will be the registered holders of the 2,392,244 Ordinary Shares of 10s. each of the Company resulting therefrom in the proportion of one new fully paid Ordinary Share for each Ordinary Share at such time and date to be registered in their names respectively and such new Ordinary Shares shall rank for dividend as from the 1st January, 1956, and be entitled to participate as if fully paid up on and at all times since such date in all dividends declared on Ordinary Shares on or after the 1st July, 1956, but not entitled to participate in any interim or other dividend declared prior to such 1st July, 1956, whether payable on such date or prior or subsequently thereto.

5. For the general purposes of the Company it will within one month of the date on which this Scheme shall become operative issue for cash at a price of not less than 45s. nor more than 55s. per share 1,215,512 new Ordinary Shares of 10s. each in the reorganised capital of the Company and such new shares shall rank for dividend as from the 1st January, 1956, and be entitled to participate as if fully paid up on and at all times since such date in all dividends declared on Ordinary Shares on or after the date of issue of such 1,215,512 Ordinary Shares but shall not be entitled to participate in any interim or other dividend declared prior to the date of such issue whether payable on such date or prior or subsequently thereto or in any interim dividend declared for or in respect of 1956.

6. The said 1,215,512 new Ordinary Shares to be issued as provided by paragraph 5 hereof shall be offered for subscription as aforesaid but otherwise upon and subject to such conditions as the Directors shall in their sole discretion think fit in the first instance to the persons who at the close of business on the day before the day on which the Scheme shall become operative are the registered holders of the existing 2,172,800 issued and fully paid Ordinary Shares of 10s. each and 157,892 Ordinary Shares of £3 each, in the manner following:—

(A) the Company shall offer to such registered holders one such new Ordinary Share for every two fully paid Ordinary Shares of 10s. each or partly paid Ordinary Shares of £3 each as the case may be then so registered in their names respectively as aforesaid (fractions of new Ordinary Shares being disregarded) such offer to be made to such registered holders by means of provisional allotment letters and

(B) the Company shall offer the balance of such 1,215,512 new Ordinary Shares not required for the purpose of (A) above and all new Ordinary Shares (if any) comprised in (A) above which may not be taken up in response to such offer by such registered holders (or the persons in whose favour they may renounce their rights) to all such registered holders and so that the Directors may accept all or any applications therefor and either in whole or in part as they in their sole discretion think fit.

7. Upon this Scheme becoming operative every holder of the existing Preferred Ordinary Shares of £3 each, Ordinary Shares of £3 each and partly paid Ordinary Shares of 10s. each shall deliver up to the Company his Certificates for such shares in order that the Company may send to him fresh Certificates for the shares (if any) and cash (if any) to which he may be entitled by virtue of this Scheme.

8. This Scheme shall become operative as soon as:—

(A) the resolutions of the Company required to give effect to this Scheme have been duly passed at an Extraordinary General Meeting of the Company; and

(B) the issue of the Ordinary Shares as provided by paragraphs 5 and 6 hereof has been underwritten by reputable underwriters on terms to be approved by the Directors of the Company at a commission of not more than 1s. per share, and

(C) this Scheme shall have been sanctioned by an Order of the Court under Section 206 of the Companies Act 1948 before the 31st December, 1956, and an office copy of that Order shall have been delivered to the Registrar of Companies for registration;

and unless this Scheme shall have become operative as aforesaid it shall never become operative.

9. The Company shall pay the costs of and incidental to this Scheme and of and incidental to carrying the same into effect.

10. The Company may assent on behalf of all concerned to any modification of this Scheme or to any condition which the Court may think fit to approve or impose.

EAGLE STAR INSURANCE COMPANY LIMITED

NOTICE IS HEREBY GIVEN THAT an Extraordinary General Meeting of the above-named Company will be held at Wimborne House, 22, Arlington Street, London, S.W.1, on Tuesday the 31st day of July, 1956, at 12.35 o'clock in the afternoon or so soon thereafter as the Meetings convened by the Court to be held in the afternoon of the same day shall have been concluded, for the purpose of considering and, if thought fit, passing with or without amendment, the following Resolutions, which will be proposed as SPECIAL RESOLUTIONS (that is to say):—

Resolutions

1. THAT the Scheme of Arrangement between the Company and (i) the holders of its Preferred Ordinary Shares of £3 each (ii) the holders of its Ordinary Shares of £3 each (iii) the holders of its fully-paid Ordinary Shares of 10s. each and (iv) the holders of its partly-paid Ordinary Shares of 10s. each (a print whereof has been produced to this Meeting and for the purpose of identification subscribed by the Chairman) be approved with such modification (if any) therein as the Court may approve or impose and that the Board of Directors be authorised and directed to take all necessary steps and proceedings for carrying the said Scheme into effect.

2. THAT subject to and upon the Scheme becoming operative as provided by paragraph 8 thereof the capital of the Company be reduced from £5,500,000 divided into 1,000,000 4 per cent. Cumulative Preference Shares of £1 each 1,000,000 4 per cent. Second Cumulative Preference Shares of £1 each 615,514 Preferred Ordinary Shares of £3 each 157,892 Ordinary Shares of £3 each 2,313,564 Ordinary Shares of 10s. each and 23,000 unclassified Shares of £1 each to £3,289,501 divided into 1,000,000 4 per cent. Cumulative Preference Shares of £1 each 1,000,000 4 per cent. Second Cumulative Preference Shares of £1 each 615,514 Preferred Ordinary Shares of 1s. each 2,471,450 Ordinary Shares of 10s. each 6 Ordinary Shares of 1s. each and 23,000 unclassified Shares of £1 each and that such reduction be effected by

(a) cancelling paid-up capital to the extent of 5s. per share on each of the Preferred Ordinary Shares of £3;

(b) extinguishing the liability in respect of uncalled capital to the extent of 54s. per share on each of the Preferred Ordinary Shares of £3;

(c) extinguishing the liability in respect of uncalled capital to the extent of 50s. per share on each of the Ordinary Shares of £3;

(d) extinguishing the liability in respect of uncalled capital to the extent of 9s. per share on each of the 6 partly-paid Ordinary Shares of 10s.;

(e) reducing the nominal amount of each of the Preferred Ordinary Shares of £3 from £3 to 1s.;

(f) reducing the nominal amount of each of the Ordinary Shares of £3 from £3 to 10s.;

(g) reducing the nominal amount of each of such 6 Ordinary Shares of 10s. from 10s. to 1s.

3. THAT subject to and upon such reduction as aforesaid taking effect the preferential and special rights and privileges attached to the said 615,514 Preferred Ordinary Shares of 1s. each resulting from such reduction shall be abrogated as on and from the 1st July, 1956, but without prejudice to and so as not to affect the half-yearly dividend declared on the Preferred Ordinary Shares in respect of the first six months of 1956 and paid on the 2nd July, 1956, and

(a) all such 615,514 Preferred Ordinary Shares of 1s. each be converted into 615,514 Ordinary Shares of 1s. each in the capital of the Company so as to form with the 6 Ordinary Shares of 1s. each resulting from the said reduction 615,520 Ordinary Shares of 1s. each all ranking for dividend as from the 1st January, 1956, and entitled to participate as if fully paid up on and at all times since such date in all dividends declared on Ordinary Shares on or after the 1st July, 1956, but not entitled to participate in any interim or other dividend declared prior to such 1st July, 1956, whether payable on such date or prior or subsequent thereto;

(b) Every ten of the 615,520 Ordinary Shares of 1s. each resulting from such reduction and conversion be consolidated into one Ordinary Share of 10s. ranking for and entitled as to dividend as aforesaid but otherwise ranking *pari passu* in all respects with the existing fully paid Ordinary Shares of 10s. each; and the Board of Directors be authorised and directed to settle any difficulty which may arise with regard to such consolidation and to determine which of such shares are consolidated into each consolidated share and in the case of shares registered in the name of one Member being consolidated with shares registered in the name of another Member to make such arrangements for the sale of the consolidated share and to sell the same to such person or persons and at such price as the Board may in its absolute discretion think fit and to distribute the net proceeds of sale among the holders of such fractional holdings rateably in accordance with their rights and interests in the consolidated share so sold and to appoint some person to transfer to the purchaser or purchasers thereof the shares so sold and such appointment and any transfer executed in pursuance thereof shall be effective and do all such other acts and things (if any) necessary to carry this Resolution into effect.

4. THAT further subject to and upon such reduction as aforesaid taking effect

(a) each of the 23,000 unclassified Shares of £1 be sub-divided into two unclassified Shares of 10s. each, and

(b) the share capital of the Company be increased to its former amount of £5,500,000 by the creation of 3,466,998 Ordinary Shares of 10s. each and 954,000 unclassified Shares of 10s. each.

5. THAT the persons who at the close of business on the day before the day on which the Scheme becomes operative are the holders of Preferred Ordinary Shares be paid within two months of the Scheme becoming operative a special non-recurring dividend of 1½d. (less income tax) per Preferred Ordinary Share so held by them respectively.

6. THAT further subject to and upon such reduction as aforesaid taking effect the Articles of Association of the Company be altered:—

(a) by deleting therefrom the first sentence of Article 3 thereof and substituting therefor in the said Article 3 the following new first sentence (that is to say):— "The share capital of the Company at the date upon which the resolution for the inclusion of this sentence in the Company's Articles takes effect is £5,500,000 divided into 1,000,000 4 per cent. Preference Shares of £1 each 1,000,000 4 per cent. Second Preference Shares of £1 each 6,000,000 Ordinary Shares of 10s. each and 1,000,000 unclassified Shares of 10s. each."

(b) by deleting therefrom paragraph (C) of the said Article 3.

(c) by deleting therefrom paragraph (A) of Article 72 and substituting therefor and in its place in the said Article 72 the following new paragraph (A) (that is to say):—

"(A). The 4 per cent. Preference Shares and the 4 per cent. Second Preference Shares respectively shall confer upon the holders thereof respectively the right to receive notice of and to attend and vote at a general meeting of the Company only if and when at the time of convening such meeting the cumulative preferential dividend on the 4 per cent. Preference Shares or the 4 per cent. Second Preference Shares (as the case may be) is six months in arrear or if the business of the meeting includes the consideration of any resolution directly affecting the special rights and privileges attached to the 4 per cent. Preference Shares or the 4 per cent. Second Preference Shares (as the case may be) or any resolution reducing the capital of the Company or for winding up the Company. For the purposes of this paragraph the cumulative preferential dividend on the 4 per cent. Preference Shares and the 4 per cent. Second Preference Shares shall be deemed to be payable by half-yearly instalments on the 1st day of January and the 1st day of July in each year."

(d) by deleting from paragraph (B) of the said Article 72 the words "and the Ordinary Shares of £3 each (10s. paid)" at present appearing therein, and

(e) by deleting from the first paragraph and from the last paragraph of Article 135 the words "or Preferred Ordinary Shares" at present appearing in both such paragraphs.

7. THAT as recommended by the Board of Directors subject to and upon such reduction as aforesaid taking effect the sum of £1,196,122 being part of the sum standing to the credit of the Company's General Reserve Fund be capitalised and appropriated as capital to and amongst the persons who at the close of business on the seventh day following the date on which the scheme shall become operative will be the registered holders of the 2,392,244 Ordinary Shares of 10s. each of the Company in the proportions they would have been entitled thereto had the same been then distributed by way of dividend and accordingly the Board be authorised and directed to apply such sum in paying up in full 2,392,244 new Ordinary Shares of 10s. each of the Company on behalf of such persons and to appropriate such new Ordinary Shares to and distribute the same ranking for and entitled as to dividend as hereinafter mentioned and credited as fully paid amongst such persons in the proportion of one new fully-paid Ordinary Share for each Ordinary Share then to be registered in their names respectively in satisfaction of the shares and interests of such persons in the said capitalised sum and to do all other acts and things (if any) necessary or requisite for the purpose of carrying this resolution into effect. Such new Ordinary Shares shall rank for dividend as from the 1st January, 1956, and be entitled to participate as if fully paid on and at all times since such date in all dividends declared on Ordinary Shares on or after the 1st July, 1956, but shall not be entitled to participate in any interim or other dividend declared prior to such 1st July, 1956, whether payable on such date or prior or subsequently thereto.

DATED this 6th day of July, 1956.

BY ORDER OF THE BOARD,

H. J. HENDERSON SMITH,

Secretary.

NOTE: *A Member entitled to attend and vote at the above Meeting is entitled to appoint one or more proxies to attend and vote instead of him, and a proxy need not be a Member of the Company.*

No. 00461 of 1956.

In the High Court of Justice

CHANCERY DIVISION

MR. REGISTRAR WILSON

IN THE MATTER OF EAGLE STAR INSURANCE COMPANY LIMITED

AND

IN THE MATTER OF THE COMPANIES ACT, 1948

NOTICE IS HEREBY GIVEN THAT by an Order dated the 29th June, 1956, made in the above matters the Court has directed Separate Meetings to be convened of the holders of the Classes of Shares of the above-named Company specified in the first column of the Schedule hereto, for the purpose of considering and, if thought fit, approving (with or without modification) a Scheme of Arrangement proposed to be made between the said Company and the holders of such Shares and that such Meetings will be held at Wimborne House, 22, Arlington Street, London, S.W.1, on Tuesday the 31st day of July, 1956, at the respective times specified in the second column of the said Schedule hereto at which place and respective times all such Shareholders are requested to attend.

A copy of the said Scheme of Arrangement and a copy of the Statement required to be furnished pursuant to section 207 of the above-mentioned Act are set out in the foregoing pages.

The said Shareholders may vote in person at such of the said Meetings as they are entitled to attend or they may appoint another person, whether a member of the Company or not, as their proxy to attend and vote in their stead. Forms of Proxy applicable for the Meetings of the different Classes or such one or more of them as you are entitled to attend are enclosed herewith.

In the case of Joint Holders, the vote of the senior who tenders a vote, whether in person or by proxy, will be accepted to the exclusion of the votes of the other joint holders, and for this purpose seniority shall be determined by the order in which the names stand in the Register of Members.

It is requested that forms appointing Proxies be lodged with the Registrar of the Company at Wimborne House, 22 Arlington Street, London, S.W.1, not later than 12 o'clock noon on Monday the 30th day of July, 1956, but if forms are not so lodged they must be handed to the Chairman at the Meeting at which they are to be used.

By the said Order the Court has appointed Sir Brian Edward Stanley Mountain, Bart., or failing him, Stanford Walton Mountain or failing him The Marquess of Linlithgow, M.C., to act as Chairman of each of the said Meetings and has directed the Chairman to report the results of the said Meetings respectively to the Court.

The said Scheme of Arrangement will be subject to the subsequent approval of the Court.

THE SCHEDULE

Particulars of Class Meetings ordered to be convened	*Time appointed for Meeting on Tuesday the 31st day of July,* 1956
(1) The holders of the partly paid Ordinary Shares of 10s. each	(1) 12.15 o'clock in the afternoon
(2) The holders of the Ordinary Shares of £3 each	(2) 12.20 o'clock in the afternoon or so soon thereafter as the preceding Meeting shall have been concluded
(3) The holders of the Preferred Ordinary Shares of £2 each	(3) 12.25 o'clock in the afternoon or so soon thereafter as the preceding Meetings shall have been concluded
(4) The holders of the fully paid Ordinary Shares of 10s. each	(4) 12.30 o'clock in the afternoon or so soon thereafter as the preceding Meetings shall have been concluded.

DATED this 6th day of July, 1956.

SIMMONS & SIMMONS,
1, THREADNEEDLE STREET,
LONDON, E.C.2.
Solicitors for the above-named Company.

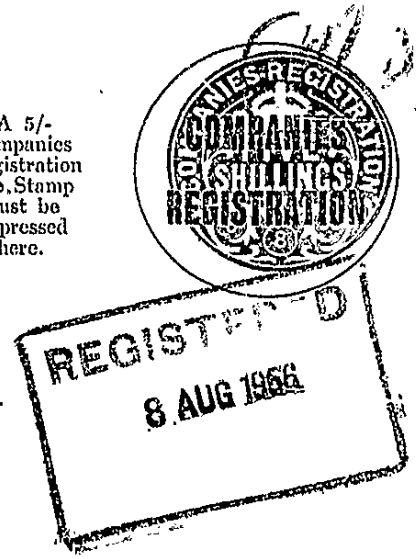
Price One Penny.
(Exclusive of Purchase Tax).

No. of Company....82051/1623

Form No. 29

THE COMPANIES ACT, 1948

A 5/- Companies Registration Fee Stamp must be impressed here.



Notice of the situation of the Office where a DOMINION REGISTER is kept or of any change in, or discontinuance of, any such office.

Pursuant to Section 119.

of / any EAGLE STAR INSURANCE COMPANY

.....Limited.

ated by

SIMMONS & SIMMONS,

1, Threadneedle Street,

London,E.C.2.

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EAGLE STAR INSURANCE COMPANY Limited

hereby gives you Notice in accordance with section 119 of the Companies Act, 1948, and by the authority

of (a) Article 104 of the Company's Articles of Association

that a Branch Register is now kept at 473-481, Burke Street, Melbourne, Western Australia in lieu of Collins House, 360, Collins Street, Melbourne, Western Australia (b)

This Margin is to be reserved for binding.

For EAGLE STAR INSURANCE COMPANY LIMITED.

(Signature) ..... ASSISTANT SECRETARY

(State whether Director or Secretary) .....

Dated the 8th day of August 1956

(a) *e.g.* " A special Resolution of the Company, duly passed on the..... day of.....19....., " or " Clause.....of the Company's Articles of Association."

(b) In case of change the words " *in lieu of* " and the previous address should be inserted after the present address.

In case of discontinuance, strike out the words " is now kept " and insert the words "is discontinued " after the address.

IN THE HIGH COURT OF JUSTICE NO. 00461 of 1956

CHANCERY DIVISION

Fo.160 V.26 MR. JUSTICE ROXBURGH

MONDAY the 15th day of OCTOBER 1956

IN THE MATTER of EAGLE STAR INSURANCE COMPANY LIMITED

— and —

IN THE MATTER of THE COMPANIES ACT, 1948.

UPON THE PETITION of the above named Eagle Star Insurance Company Limited whose registered Office is situate at 1 Threadneedle Street in the City of London on the 9th August 1956 preferred unto this Court

AND UPON HEARING Counsel for the Petitioner

AND UPON READING the said Petition the Order dated the 29th June 1956 (whereby the said Company was ordered to convene separate meetings of the holders of (1) its Preferred Ordinary Shares of £3 each (2) its Ordinary Shares of £3 each (3) its fully paid Ordinary Shares of 10/- each and (4) its partly paid Ordinary Shares of 10/- each for the purpose of considering and if thought fit approving, with or without modification, a Scheme of Arrangement proposed to be made between the said Company and the holders of its said shares) the Order dated the 3rd October 1956 (whereby it was ordered that Section 67 (2) of the above-mentioned Act should not apply as regards any class of creditors of the said Company) the "Times" the "Scotsman" the "Glasgow Herald" the "Irish News and Belfast Morning News" and the "Irish Times" newspapers all of the 9th July 1956 (each containing an advertisement of the notice convening the meetings directed to be held by the said Order dated the 29th June 1956) the "Times" newspaper of the 5th October 1956 (containing a notice of the presentation of the said Petition and that the same was appointed to be heard this day) the four Affidavits of Sir Brian Edward Stanley Mountain Baronet filed respectively the 28th June 1956 the 10th and 10th August 1956 and the 2nd October 1956 the Affidavit of Frank David King filed the 10th August 1956 the Affidavit of Kenneth Lysberg Barber and the Affidavit of David Graeme Thomas both filed the 2nd October 1956 and the exhibits in the

said affidavits or some of them respectively referred to

THIS COURT DOTH HEREBY SANCTION the Scheme of Arrangement as set forth in the Schedule to the said Petition and in the First Schedule hereto

AND THIS COURT DOTH ORDER that the reduction of the capital of the said Company from £5,500,000 to £3,289,501 resolved on and effected by a Special Resolution passed at an Extraordinary General Meeting of the said Company held on the 31st July 1956 be and the same is hereby confirmed in accordance with the provisions of the above-mentioned Act

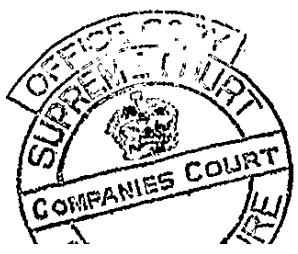
AND THE COURT DOTH HEREBY APPROVE the Minute set forth in the Second Schedule hereto

AND IT IS ORDERED that this Order be produced to the Registrar of Companies and that an office copy hereof be delivered to him together with a copy of the said Minute

AND IT IS ORDERED that notice of the registration by the Registrar of Companies of this Order (so far as it confirms the reduction of the capital of the said Company) and of the said Minute be published once in the "Times" newspaper within 21 days after such registration.

H. T. WILSON

Registrar



THE FIRST SCHEDULE before referred to

No. 00461 of 1956

In the High Court of Justice

CHANCERY DIVISION.

MR. JUSTICE ~~VAISEY~~ Roxburgh

IN THE MATTER OF EAGLE STAR INSURANCE COMPANY LIMITED

— AND —

IN THE MATTER OF THE COMPANIES ACT, 1948

SCHEME OF ARRANGEMENT under Section 206 of the Companies Act, 1948, between the Company and

(i) the holders of its Preferred Ordinary Shares of £3 each,
(ii) the holders of its Ordinary Shares of £3 each,
(iii) the holders of its fully paid Ordinary Shares of 10s. each, and
(iv) the holders of its partly paid Ordinary Shares of 10s. each.

PRELIMINARY

1. The share capital of Eagle Star Insurance Company Limited (hereinafter called " the Company ") is as follows:—

Authorised £		*Paid Up* £ s. d.	*Uncalled* £ s. d.
1,000,000	in 1,000,000 4 per cent Cumulative Preference Shares of £1 each (all issued and fully paid).	1,000,000 0 0	—
1,000,000	in 1,000,000 4 per cent Second Cumulative Preference Shares of £1 each (all issued and fully paid).	1,000,000 0 0	—
1,846,542	in 615,514 Preferred Ordinary Shares of £3 each (all issued and 6s. paid).	184,654 4 0	1,661,887 16 0
473,676	in 157,892 Ordinary Shares of £3 each (all issued and 10s. paid).	78,946 0 0	394,730 0 0
1,156,782	in 2,313,564 Ordinary Shares of 10s. each (of which (i) 2,172,806 have been issued and 140,758 are unissued and (ii) 2,172,800 are fully paid and 6 are 1s. paid).	1,086,400 6 0	2 14 0
23,000	in 23,000 unclassified Shares of £1 each (all unissued).	—	—
£5,500,000		£3,350,000 10 0	£2,056,620 10 0

2. The Preferred Ordinary Shares carry the right to a cumulative preferential dividend (ranking next after the cumulative preferential dividend payable on the 1,000,000 Preference Shares and 1,000,000 Second Preference Shares) at the rate of 10 per cent per annum on the amount for the time being

NS

paid up thereon and payable half yearly and the right in a winding up to have the capital paid up on the said Preferred Ordinary Shares together with any arrears of the cumulative Preferential dividend at the rate of 10 per cent per annum up to the commencement of the winding up repaid in full out of the surplus assets remaining after satisfying all claims of the Preference Shares and the Second Preference Shares and in priority to any repayment of capital on any other shares of the Company but do not confer any further right to participate in profits or surplus assets.

No debentures are to be issued by the Company nor are any new shares ranking as to dividend or capital *pari passu* with or in priority to the Preferred Ordinary Shares to be created or issued by the Company without the sanction of an Extraordinary Resolution of the holders of the Preferred Ordinary Shares passed at a separate general meeting thereof held in accordance with Article 14 of the Articles of Association of the Company.

No part of the capital remaining unpaid on the Preferred Ordinary Shares is capable of being called up unless and until the whole of the capital for the time being remaining unpaid in respect of the Ordinary Shares in the capital of the Company for the time being issued and in respect of all other shares (if any) in the capital of the Company for the time being issued and ranking after the Preferred Ordinary Shares shall have been called up.

3. At all General Meetings of the Company upon a show of hands every member personally present and entitled to vote has one vote and upon a poll every member present in person or by proxy and entitled to vote has one vote for every share held by him, provided that

(A) the Preference Shares, Second Preference Shares and the Preferred Ordinary Shares respectively confer upon the holders thereof respectively the right to receive notice of and to attend and vote at a General Meeting of the Company only if and when at the time of convening such meeting the cumulative preferential dividend on the Preference Shares, Second Preference Shares or the Preferred Ordinary Shares (as the case may be) is six months in arrear or if the business of the meeting includes the consideration of any resolution directly affecting the special rights and privileges attached to the Preference Shares, Second Preference Shares or the Preferred Ordinary Shares (as the case may be) or any resolution reducing the capital of the Company or for winding up the Company. For this purpose the cumulative preferential dividend on the Preference Shares, Second Preference Shares and the Preferred Ordinary Shares is deemed to be payable by half-yearly instalments on the 1st day of January and the 1st day of July in each year.

(B) if upon a poll the holders of any class or classes of shares (other than the Ordinary Shares of 10s. each and the Ordinary Shares of £3 each (10s. paid)) are entitled to vote the holders of the Ordinary Shares of 10s. each present in person or by proxy and entitled to vote have upon such poll one vote only for every six such Ordinary Shares of 10s. each held by them respectively.

4. The said 6 partly paid Ordinary Shares of 10s. each of the Company have been issued and are paid up to the extent of 1s. per share for the purposes of this Scheme and so as to enable the Company to effect the reorganisation of the share capital of the Company without fractions of shares resulting.

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5. There is now standing to the credit of the Company's General Reserve Fund a sum in excess of £1,196,122.

6. All necessary consents of the Treasury have been obtained to the capitalisation and the issues of Ordinary Shares of 10s. each in the capital of the Company to give effect to the proposals set out in paragraphs 4, 5 and 6 of this Scheme.

SCHEME

1. The Share Capital of the Company shall be reorganised so as to consist of:—

Authorised		*Amount of Issued Capital fully paid when all the provisions of this Scheme are carried into effect*
£		£
1,000,000	in 1,000,000 4 per cent Cumulative Preference Shares of £1 each	**1,000,000**
1,000,000	in 1,000,000 4 per cent Second Cumulative Preference Shares of £1 each	**1,000,000**
3,000,000	in 6,000,000 Ordinary Shares of 10s. each	**3,000,000**
500,000	in 1,000,000 unclassified Shares of 10s. each	—
£5,500,000		**£5,000,000**

Such reorganisation shall be effected in the manner hereinafter set out.

2. The Share Capital of the Company shall be reduced from £5,500,000 divided into 1,000,000 4 per cent Cumulative Preference Shares of £1 each, 1,000,000 4 per cent Second Cumulative Preference Shares of £1 each, 615,514 Preferred Ordinary Shares of £3 each, 157,892 Ordinary Shares of £3 each, 2,313,564 Ordinary Shares of 10s. each and 23,000 unclassified shares of £1 each to £3,289,501 divided into 1,000,000 4 per cent Cumulative Preference Shares of £1 each, 1,000,000 4 per cent Second Cumulative Preference Shares of £1 each, 615,514 Preferred Ordinary Shares of 1s. each, 2,471,450 Ordinary Shares of 10s. each, 6 Ordinary Shares of 1s. each and 23,000 unclassified shares of £1 each and such reduction shall be effected by:

(A) cancelling paid up share capital to the extent of 5s. per share on each of the 615,514 Preferred Ordinary Shares of £3.

(B) extinguishing the liability of 54s. in respect of uncalled capital on each of the 615,514 Preferred Ordinary Shares of £3.

(C) extinguishing the liability of 50s. in respect of uncalled capital on each of the 157,892 Ordinary Shares of £3.

(D) extinguishing the liability of 9s. in respect of uncalled capital on each of the 6 partly paid Ordinary Shares of 10s.

(E) reducing the nominal amount of each such Preferred Ordinary Share of £3 from £3 to 1s.

(F) reducing the nominal amount of each such Ordinary Share of £3 from £3 to 10s., and

(G) reducing the nominal amount of each of such 6 partly paid Ordinary Shares of 10s. from 10s. to 1s.

OFFICE COPY SUPREME COURT COMPANIES COURT

3. Subject to and upon such reduction as aforesaid taking effect the preferential and special rights and privileges attached to the said 615,514 Preferred Ordinary Shares of 1s. each resulting from such reduction shall be abrogated as on and from the 1st July, 1956, but without prejudice to and so as not to affect the half-yearly dividend declared on the Preferred Ordinary Shares in respect of the first six months of 1956 and paid on the 2nd July, 1956, and

(A) all such 615,514 Preferred Ordinary Shares of 1s. each shall be converted into 615,514 Ordinary Shares of 1s. each so as to form with the 6 Ordinary Shares of 1s. each resulting from the said reduction 615,520 Ordinary Shares of 1s. each all ranking for dividend as from the 1st January, 1956, and entitled to participate as if fully paid up on and at all times since such date in all dividends declared on Ordinary Shares on or after the 1st July, 1956, but not entitled to participate in any interim or other dividend declared prior to such 1st July, 1956, whether payable on such date or prior or subsequently thereto.

(B) every ten of the said 615,520 Ordinary Shares of 1s. each resulting from such reduction and conversion as aforesaid shall be consolidated into one Ordinary Share of 10s. ranking for and entitled as to dividend as aforesaid but otherwise ranking *pari passu* in all respects with the existing fully paid Ordinary Shares of 10s. each; Provided that upon such consolidation no person shall be entitled to receive any fractions of an Ordinary Share but the Directors shall settle any difficulty which may arise with regard to such consolidation and determine which of such shares are to be consolidated into each consolidated share and in the case of shares registered in the name of one member being consolidated with shares registered in the name of another member shall make such arrangements for the sale of and sell the consolidated share to such person or persons and at such price and in such manner as they may in their absolute discretion think fit and shall distribute the net proceeds of sale amongst the holders of such fractional holdings rateably in accordance with their rights and interests in such shares so sold and the Directors may appoint some person to transfer the shares sold to the purchaser or purchasers thereof and such appointment and any transfer executed in pursuance thereof shall be effective.

(C) the persons who on the day before the day on which the Scheme shall become operative are the holders of Preferred Ordinary Shares shall be paid within two months of the Scheme becoming operative a special non-recurring dividend of 1½d. (less income tax) per Preferred Ordinary Share so held by them respectively.

(D) the 23,000 unclassified shares of £1 each shall be sub-divided into 46,000 unclassified shares of 10s. each.

(E) the share capital of the Company shall be increased to £5,500,000 by the creation of 3,466,998 Ordinary Shares of 10s. each and 954,000 unclassified shares of 10s. each, and

(F) the Articles of Association of the Company shall be altered so far as is necessary to give effect to this Scheme.

4. Subject to and upon such reduction and increase of capital as aforesaid taking effect the Company shall capitalise the sum of £1,196,122 (being part of the sum now standing to the credit of its General Reserve Fund) and shall apply the same in paying up in full 2,392,244 Ordinary Shares of 10s. each in its capital reorganised as aforesaid and shall appropriate

such Ordinary Shares to and distribute the same credited as fully paid up amongst the persons who at the close of business on the seventh day following the day on which the Scheme shall become operative will be the registered holders of the 2,392,244 Ordinary Shares of 10s. each of the Company resulting therefrom in the proportion of one new fully paid Ordinary Share for each Ordinary Share at such time and date to be registered in their names respectively and such new Ordinary Shares shall rank for dividend as from the 1st January, 1956, and be entitled to participate as if fully paid up on and at all times since such date in all dividends declared on Ordinary Shares on or after the 1st July, 1956, but not entitled to participate in any interim or other dividend declared prior to such 1st July, 1956, whether payable on such date or prior or subsequently thereto.

5. For the general purposes of the Company it will within one month of the date on which this Scheme shall become operative issue for cash at a price of not less than 45s. nor more than 55s. per share 1,215,512 new Ordinary Shares of 10s. each in the reorganised capital of the Company and such new shares shall rank for dividend as from the 1st January, 1956, and be entitled to participate as if fully paid up on and at all times since such date in all dividends declared on Ordinary Shares on or after the date of issue of such 1,215,512 Ordinary Shares but shall not be entitled to participate in any interim or other dividend declared prior to the date of such issue whether payable on such date or prior or subsequently thereto or in any interim dividend declared for or in respect of 1956.

6. The said 1,215,512 new Ordinary Shares to be issued as provided by paragraph 5 hereof shall be offered for subscription as aforesaid but otherwise upon and subject to such conditions as the Directors shall in their sole discretion think fit in the first instance to the persons who at the close of business on the day before the day on which the Scheme shall become operative are the registered holders of the existing 2,172,800 issued and fully paid Ordinary Shares of 10s. each and 157,892 Ordinary Shares of £3 each, in the manner following:—

(A) the Company shall offer to such registered holders one such new Ordinary Share for every two fully paid Ordinary Shares of 10s. each or partly paid Ordinary Shares of £3 each as the case may be then so registered in their names respectively as aforesaid (fractions of new Ordinary Shares being disregarded) such offer to be made to such registered holders by means of provisional allotment letters and

(B) the Company shall offer the balance of such 1,215,512 new Ordinary Shares not required for the purpose of (A) above and all new Ordinary Shares (if any) comprised in (A) above which may not be taken up in response to such offer by such registered holders (or the persons in whose favour they may renounce their rights) to all such registered holders and so that the Directors may accept all or any applications therefor and either in whole or in part as they in their sole discretion think fit.

7. Upon this Scheme becoming operative every holder of the existing Preferred Ordinary Shares of £3 each, Ordinary Shares of £3 each and partly paid Ordinary Shares of 10s. each shall deliver up to the Company his Certificates for such shares in order that the Company may send to him fresh Certificates for the shares (if any) and cash (if any) to which he may be entitled by virtue of this Scheme.

OFFICE COPY
SUPREME
Co

8. This Scheme shall become operative as soon as:

(A) the resolutions of the Company required to give effect to this Scheme have been duly passed at an Extraordinary General Meeting of the Company; and

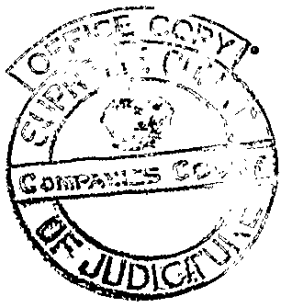
(B) the issue of the Ordinary Shares as provided by paragraphs 5 and 6 hereof has been underwritten by reputable underwriters on terms to be approved by the Directors of the Company at a commission of not more than 1s. per share, and

(C) this Scheme shall have been sanctioned by an Order of the Court under Section 206 of the Companies Act 1948 before the 31st December, 1956, and an office copy of that Order shall have been delivered to the Registrar of Companies for registration;

and unless this Scheme shall have become operative as aforesaid it shall never become operative.

9. The Company shall pay the costs of and incidental to this Scheme and of and incidental to carrying the same into effect.

10. The Company may assent on behalf of all concerned to any modification of this Scheme or to any condition which the Court may think fit to approve or impose.



THE SECOND SCHEDULE before referred to

Minute approved by the Court.

The capital of Eagle Star Insurance Company Limited was by virtue of a Special Resolution of the Company and with the sanction of an Order of the High Court of Justice dated the 15th October 1956 reduced from £5,500,000 divided into 1,000,000 Preference Shares of £1 each, 1,000,000 Second Preference Shares of £1 each, 615,514 Preferred Ordinary Shares of £3 each, 157,892 Ordinary Shares of £3 each, 2,313,564 Ordinary Shares of 10s. each and 23,000 unclassified shares of £1 each to £3,289,501 divided into 1,000,000 Preference Shares of £1 each, 1,000,000 Second Preference Shares of £1 each, 615.514 Preferred Ordinary Shares of 1s. each, 2,471,450 Ordinary Shares of 10s. each, 6 Ordinary Shares of 1s. each and 23,000 unclassified Shares of £1 each.

By virtue of Special Resolutions of the Company and of a Scheme of Arrangement sanctioned by the said Order the capital of the Company at the date of the registration of this Minute is £5,500,000 divided into 1,000,000 Preference Shares of £1 each, 1,000,000 Second Preference Shares of £1 each, 6,000,000 Ordinary shares of 10s. each and 1,000,000 unclassified Shares of 10s. each of which all the said Preference Shares and Second Preference Shares and 2,392,244 of the said Ordinary Shares have been issued and are deemed to be fully paid and the remaining shares are unissued.

15th October 1956

IN THE HIGH COURT OF JUSTICE

CHANCERY DIVISION

MR. JUSTICE ROXBURGH

RE: Eagle Star Insurance Company Limited

and

RE: The Companies Act, 1948.

O R D E R

sanctioning Scheme of Arrangement and confirming reduction of Capital.

COMPLETED
18 OCT 1956
J. T. WILSON, Registrar

SIMMONS & SIMMONS,

1, Threadneedle Street

624 A

DUPLICATE FOR THE FILE.

No. 82051

Certificate of Registration

OF

ORDER OF COURT AND MINUTE

ON

REDUCTION OF CAPITAL.

(Pursuant to sec. 69 of the Companies Act, 1948.)

EAGLE STAR INSURANCE COMPANY LIMITED

having by Special Resolution reduced its Capital, as confirmed by an Order of the High Court of Justice, Chancery Division, bearing date the Fifteenth day of October One Thousand Nine Hundred and Fifty six.

I Hereby Certify that the said Order and a Minute showing the capital and shares of the Company as approved by the said Order were Registered pursuant to Section 69 of the Companies Act, 1948, on the Twentieth day of October One Thousand Nine Hundred and Fifty six.

Given under my hand at London, this Twenty-second day of October One Thousand Nine Hundred and Fifty six.

Certificate received by SIMMONS & SIMMONS
1, THREADNEEDLE STREET,
Date 23/10/56 E.C.2.

Registrar of Companies.

(P.7357) 62321/247 300 4/56 ATES. 746.

No. 82051

EAGLE STAR INSURANCE COMPANY LIMITED

At an Extraordinary General Meeting of the above-named Company duly convened and held at the offices of the Company at Wimborne House, 2 Arlington Street, London S.W.1., on Monday, the 6th day of July 1959, the following Resolutions were duly passed, those numbered 1, 2 and 3 as Ordinary Resolutions and that numbered 4 as a Special Resolution:-

RESOLUTIONS

1. That the 1,000,000 unclassified Shares of 10s. each in the capital of the Company, none of which has been issued, be designated Ordinary Shares.

2. That the capital of the Company be increased to £14,000,000 by the creation of 17,000,000 new Ordinary Shares of 10s. each.

3. That as recommended by the Board of Directors and subject to completion by the 5th October, 1959 of the issue of a further 1,200,000 Ordinary Shares of 10s. each and to the sums hereinafter mentioned standing by that date to the credit of the Company's Capital Reserve Account the sum of £3,600,000, being the sum of £143,964 10s. representing amounts other than share premiums standing to the credit of the Company's Capital Reserve Account and the sum of £3,456,035 10s. standing to the credit of the said Capital Reserve Account in respect of share premiums, be capitalised and appropriated as capital to and amongst the persons who at the close of business on the 5th day of October, 1959 will be the registered holders of the 7,200,000 Ordinary Shares of 10s. each of the Company in the proportions in which they would have been entitled thereto if the same had been then distributed by way of dividend on the said Ordinary Shares, and that accordingly the Board be authorised and directed to apply such sum in paying up in full 7,200,000 of the unissued Ordinary Shares of 10s. each of the Company on behalf of such persons and to appropriate such Ordinary Shares to and distribute the same ranking for and entitled as to dividend as hereinafter mentioned and credited as fully paid amongst such persons in the proportion of one such fully paid Ordinary Share for each Ordinary Share then registered in their names respectively in satisfaction of the shares and interests of such persons in the said capitalised sum, and to do all other acts and things (if any) necessary or requisite for the purpose of carrying this resolution into effect. Such Ordinary Shares to be appropriated and distributed as aforesaid shall rank for dividend as from the 1st January, 1959, and be entitled to participate as if fully paid on and at all times since such date in all dividends hereafter declared on Ordinary Shares, but shall not be entitled to participate in the interim dividend on Ordinary Shares already paid on the 1st July 1959.

REGISTERED 20 JUL 1959

4. That the Company's Articles of Association be altered in manner following, that is to say:-

(i) by substituting "twelve" in place of "six" in paragraph (B)

(ii) by substituting "twenty-five" in place of "twenty" in Article 85;

(iii) by substituting "£1,000" in place of "£750" in Article 114; and

(iv) by deleting the first sentence of Article 3 and substituting therefor the following sentence:-

"The share capital of the Company is £14,000,000 divided into 1,000,000 4 per cent. Preference Shares of £1 each, 1,000,000 4 per cent. Second Preference Shares of £1 each and 24,000,000 Ordinary Shares of 10s. each".

B.E.S. MOUNTAIN

Chairman.

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olen of Association have
nted by the lithographic

EL GREENAWAY & SONS LTD.

Number of Company 82051 (1644)

Form No. 10.

THE COMPANIES ACT, 1948

Notice of Increase in Nominal Capital

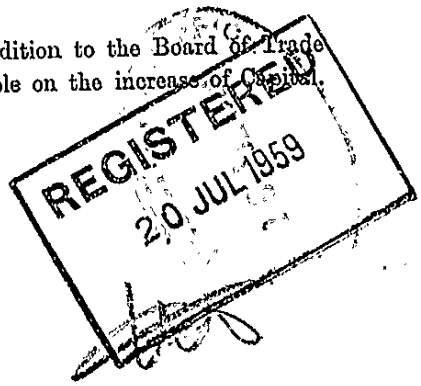
Pursuant to section 63

Insert the Name of the Company EAGLE STAR INSURANCE COMPANY

LIMITED

NOTE.—This Notice and a printed copy of the Resolution authorising the increase must be filed within 15 days after the passing of the Resolution. If default is made the Company and every officer in default is liable to a default fine (sec. 63 (3) of the Act).

A filing fee of 5s. is payable on this Notice in addition to the Board of Trade Registration Fees (if any) and the Capital Duty payable on the increase of Capital. (See Twelfth Schedule to the Act).



Presented by

SIMMONS & SIMMONS,
1, Threadneedle Street,
London, E.C.2.

The Solicitors' Law Stationery Society, Limited
Chancery Lane, W.C.2; 3 Bucklersbury, E.C.4; 49 Bedford Row, W.C.1; 6 Victoria Street, S.W.1; Hanover Street, W.1; 55-59 Newhall Street, Birmingham, 3; 31 Charles Street, Cardiff; 19 & 21 North John Street, Liverpool, 2; 28-30 John Dalton Street, Manchester, 2; and 157 Hope Street, Glasgow, C.2.
PRINTERS AND PUBLISHERS OF COMPANIES BOOKS AND FORMS

Companies 6A

F6192.16-10-58

C1428

[P.T.O.

To THE REGISTRAR OF COMPANIES.

EAGLE STAR INSURANCE COMPANY

Limited, hereby gives you notice, pursuant to Section 63 of the Companies Act, 1948, that by an* Ordinary Resolution of the Company dated the 6th day of July 1959 the Nominal Capital of the Company has been increased by the addition thereto of the sum of £8,500,000 beyond the Registered Capital of £5,500,000

*"Ordinary", "Extraordinary", or "Special".

The additional Capital is divided as follows:—

Number of Shares	Class of Share	Nominal amount of each Share
17,000,000	Ordinary	10s.

The Conditions (e.g., voting rights, dividend rights, winding-up rights, etc.) subject to which the new shares have been, or are to be, issued are as follows:—

Pari passu with the existing Ordinary Shares.

*** If any of the new shares are Preference Shares state whether they are redeemable or not.

FOR EAGLE STAR INSURANCE COMPANY LIMITED.

Signature SECRETARY

State whether Director or Secretary

Dated the Sixteenth day of July 1959

Note.—This margin is reserved for binding and must not be written across

Company)

THE STAMP ACT, 189

(54 & 55 VICT., CH. 39)

COMPANY LIMITED BY SHARE

Statement of Increase of the Nominal Capital

OF

EAGLE STAR INSURANCE COMPANY

LIMITED

Pursuant to Section 112 of the Stamp Act, 1891, as amended by Section 7 of the Finance Act, 1899, by Section 39 of the Finance Act, 1920, and Section 41 of the Finance Act, 1933.

NOTE.—The Stamp duty on an increase of Nominal Capital is Ten Shillings for every £100 or fraction of £100.

THIS Statement is to be filed with the Notice of Increase which must be filed pursuant to Section 63 (1) of the Companies Act, 1948. If not so filed within 15 days after the passing of the Resolution by which the Capital is increased, interest on the duty at the rate of 5 per cent. per annum from the date of the passing of the Resolution is also payable. (Section 5 of the Revenue Act, 1903)

REGISTERED 20 JUL 1959

Presented by

SIMMONS & SIMMONS,

1, Threadneedle Street,

London, E.C.2.

The Solicitors' Law Stationery Society, Limited.
Chancery Lane, W.C.2; 3 Bucklersbury, E.C.4; 49 Bedford Row, W.C.1; 6 Victoria Street, S.W.1; Hanover Street, W.1; 55-59 Newhall Street, Birmingham, 3; 31 Charles Street, Cardiff; 19 & 21 North John Street, Liverpool, 2; 28-30 John Dalton Street, Manchester, 2; 157 Hope Street, Glasgow, C.2.
PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS

THE NOMINAL CAPITAL

OF

EAGLE STAR INSURANCE COMPANY

Limited

has by a Resolution of the Company dated 6th July 19 59 *been increased by the addition thereto of the sum of* £ 8,500,000 *, divided into :—*

17,000,000 *Shares of* 10s. *each*

- - - - - - - - - - - - - *Shares of* - - - - - - *each*

beyond the registered Capital of £5,500,000

For EAGLE STAR INSURANCE COMPANY LIMITED.

Signature SECRETARY.

(State whether Director or Secretary)

Dated the Sixteenth day of July 19 59

Note.—This margin is reserved for binding and must not be written across

No. 82051

EAGLE STAR INSURANCE COMPANY LIMITED

COMPANIES REGISTRATION FIVE SHILLINGS 13 10 60

At an EXTRAORDINARY GENERAL MEETING of the above-named Company duly convened and held at Wimborne House, 22 Arlington Street, London, S.W.1, on Wednesday, the 12th day of October, 1960, the following Resolution was duly passed as a SPECIAL RESOLUTION: —

RESOLUTION

That the Share Premium Account of the Company be reduced from £8,165,241 to £4,465,241.

B. E. S. MOUNTAIN,
Chairman.

REGISTERED
13 OCT 1960

COMPANIES REGISTRATION
13 OCT 1960

GREENAWAY • LONDON • SS1054/H1070

SIMMONS & SIMMONS
THREADNEEDLE STREET.

IN THE HIGH COURT OF JUSTICE

No. 00958 of 1960

CHANCERY DIVISION

MR. JUSTICE PENNYCUICK

Fo.12.R.10.

MONDAY the 21st day of NOVEMBER 1960

IN THE MATTER of EAGLE STAR INSURANCE COMPANY LIMITED

-and-

IN THE MATTER of THE COMPANIES ACT 1948

REGIS[illegible]

1 DEC 1960

UPON THE PETITION of the above-named Eagle Star Insurance Company Limited whose registered office is situate at 1 Threadneedle Street in the City of London on the 25th October 1960 preferred unto this Court

AND UPON HEARING Counsel for the Petitioner

AND UPON READING the said Petition the Order dated the 4th November 1960 (dispensing with the settlement of a list of Creditors) the Affidavit of Sir Brian Edward Stanley Mountain Baronet filed the 31st October 1960 the Exhibits in the said Affidavit referred to and the "Times" newspaper of the 12th November 1960 (containing a notice of the presentation of the said Petition and that the same was appointed to be heard this day)

THIS COURT DOTH ORDER that the reduction of the Share Premium Account of the said Company from £8,165,241 to £4,465,241 resolved on and effected by a Special Resolution passed at an Extraordinary General Meeting of the said Company held on the 21st September 1960 be and the same is hereby confirmed in accordance with the provisions of the above mentioned Act

19

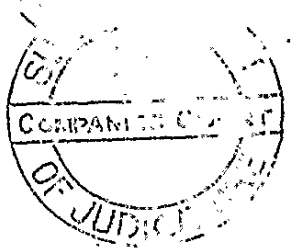
AND IT IS ORDERED that this Order be produced to the Registrar of Companies and that an Office Copy hereof be

delivered to him

AND IT IS ORDERED that notice of the registration by the Registrar of Companies of this Order be published once in the "Times" newspaper within 21 days after such registration

MAURICE BERKELEY

REGISTRAR.



C2051

CERTIFICATE OF REGISTRATION

OF

ORDER OF COURT

ON

REDUCTION OF SHARE PREMIUM ACCOUNT

(Pursuant to sec. 69 of the Companies Act, 1948)

EAGLE STAR INSURANCE COMPANY LIMITED having by Special Resolution reduced its Share Premium Account as confirmed by an Order of the High Court of Justice, Chancery Division, bearing date the twenty-first day of November One thousand nine hundred and sixty.

I HEREBY CERTIFY that the said Order was Registered pursuant to Section 69 of the Companies Act, 1948, on the first day of December One thousand nine hundred and sixty.

Given under my hand at London, this second day of December One thousand nine hundred and sixty.

J H Davies

SENIOR ASSISTANT REGISTRAR OF COMPANIES.

Certificate received by

Date

SIMMONS & SIMMONS,
1, THREADNEEDLE STREET,
E. C. 2.

12/60

(CERTIFICATE No. C.16)

(B2562) Wt.48208—4565. 500. 2/60. P. & N. Ltd., G744.

21st November 1960

IN THE HIGH COURT OF JUSTICE

CHANCERY DIVISION

MR. JUSTICE PENNYCUICK

RE: EAGLE STAR INSURANCE COMPANY LIMITED

- and -

RE: THE COMPANIES ACT, 1948

O R D E R

confirming reduction of Share Premium Account

---

28 NOV 1960

SIMMONS & SIMMONS,
1, Threadneedle Street,
LONDON, E.C.2.

No. 82051 1660

COMPANIES REGISTRATION 16 VII 62

FEE PAID FIVE SHILLINGS COMPANIES REGISTRATION

EAGLE STAR INSURANCE COMPANY LIMITED

At the Annual General Meeting of the above-named Company duly convened and held at the offices of the Company at Wimborne House, 22, Arlington Street, London, S.W.1, on Thursday, 31st May, 1962, the following Resolution was duly passed as a SPECIAL RESOLUTION:—

RESOLUTION

That the Articles of Association of the Company be varied by:—

(1) the deletion from Article 117 of the words "two of the Directors for the time being" and the substitution therefor of the following:—

"one-fifth of the Directors for the time being (or if their number is not a multiple of five then the number nearest to but not exceeding one-fifth)".

(2) the deletion of paragraph (A) of Article 124 and the substitution therefor of the following:—

"(A) The Board shall provide for the safe custody of the Seal which shall be used only by the authority of the Board or of a committee of the Board authorised by the Board in that behalf and save as hereinafter provided every instrument to which the Seal shall be affixed shall be autographically signed by a Director and shall be countersigned by the Secretary or by some other person appointed by the Board for the purpose. The Board may by resolution determine either generally or in any particular case or cases that:—

(i) when the Seal is affixed to any certificate or other document of title in respect of any Share, Stock, Debenture or any other security of the Company either (a) all or any of the signatures may be affixed by a mechanical method under the control of the Auditors, Transfer Auditors or Bankers of the Company or (b) such certificates or other documents of title need not be signed by any person if the method or system of affixing the Seal thereto is approved by (or the certificates or other documents of title have been approved for sealing by) the Auditors, Transfer Auditors or Bankers of the Company;

(ii) where the Seal is required to be affixed to any share transfer, form of acceptance or any other instrument whereby title to Shares, Stocks, Debentures or other securities in any other Company is transferred to or by the Company every such instrument may be signed by such person or persons as the Board may determine".

REGISTERED 16 JUL 1962

Chairman.

REGISTRATION OFFICE 16 JUL 1962

COMPANIES REGISTRATION FEE
FEE PAID
£ 01·25
COMPANIES REGISTRATION

No. 82051.

EAGLE STAR INSURANCE COMPANY LIMITED

At an ANNUAL GENERAL MEETING of the above-named Company duly convened and held at Wimborne House, 22 Arlington Street, London, S.W.1, on Friday the 28th day of May, 1965, the following Resolution was duly passed as a SPECIAL RESOLUTION:—

REGISTERED
31 MAY 1965

RESOLUTION

THAT the Articles of Association of the Company be varied by:—

(1) the deletion of the whole of Article 108 and the substitution therefor of the following Article:—

"108. The Board may from time to time elect from its members including any Executive Directors a Chairman and one or more Deputy Chairmen and determine the period for which each of them is to hold office respectively. The Chairman, or in his absence, any Deputy Chairman shall preside at its meetings but if no such Chairman or Deputy Chairman be elected or if at any meeting the Chairman or any Deputy Chairman be not present within five minutes after the time appointed for holding the same, the Board shall choose one of its number to be chairman of such meeting."

(2) the deletion from Article 114 of the words "The Chairman and the Deputy Chairman of the Board shall" and the substitution therefor of the following:—

"The Chairman and each Deputy Chairman of the Board shall."

B. E. S. MOUNTAIN,

Chairman.

B., M. & CO., LTD. S86795/w

REGISTRATION OFFICE
MAY 1965

No. of Company 82052

FORM No. 108.

-2 XII 65 OFFICE

COMPANIES REGISTRATION

THE COMPANIES ACT, 1948

NOTICE OF PLACE WHERE REGISTER OF MEMBERS IS KEPT OR OF ANY CHANGE IN THAT PLACE

(*Pursuant to Section* 110 (3)).

5/-

A 5/- Companies Registration Fee Stamp must be *impressed* here.

Name of Company: EAGLE STAR INSURANCE COMPANY Limited.

NOTE.—This notice is NOT required under this sub-section where the register has at all times since it came into existence or, in the case of a register in existence at the commencement of the 1948 Act, at all times since then, been kept at the registered office of the Company.

REGISTERED - 2 DEC 1965

Signed by

Secretary.

Eagle Star Insurance Company Limited.

Eagle Star House, Aldwych, London, W.C.2.

COMPANIES REGISTRATION OFFICE - 2 DEC 1965

68

Publishing and Printing Works: 15, High Holborn, W.C.1.
Telephone: Holborn 0094 (4 lines.)

PUBLISHED AND SOLD BY
WITHERBY & CO. LTD.,
Law and Companies' Printers and Stationers,
15, NICHOLAS LANE, LONDON, E.C.4
TELEPHONE: MANSION HOUSE 7373.

Printing Works: Carey Place, High Street, Watford.
Telephone: Watford 3331.

NOTICE

OF

PLACE WHERE REGISTER OF MEMBERS IS KEPT OR OF ANY CHANGE IN THAT PLACE

To the Registrar of Companies.

EAGLE STAR INSURANCE COMPANY Limited

hereby gives you notice, in accordance with Sub-section 3 of Section 110 of the Companies Act, 1948, that the Register of Members of the Company is kept at

RODNEY HOUSE,

RODNEY ROAD,

CHELTENHAM, GLOUCESTERSHIRE.

Signature

Secretary.

(State whether Director or Secretary.)

Dated the 29th *day of* November, 19 65

THE COMPANIES ACTS 1948 to 1967

Notice of Place where Register of Members is kept or of any Change in that Place

(Pursuant to section 110 (3) *of the Companies Act* 1948)

Insert the Name of the Company: EAGLE STAR INSURANCE COMPANY LIMITED

Section 110 of the Companies Act 1948 provides that :—

* * * * *

(3) Every company shall send notice to the registrar of companies of the place where its register of members is kept and of any change in that place :

Provided that a company shall not be bound to send notice under this subsection where the register has, at all times since it came into existence or, in the case of a register in existence at the commencement of this Act, at all times since then, been kept at the registered office of the company.

(4) Where a company makes default in complying with subsection (1) of this section or makes default for fourteen days in complying with the last foregoing subsection, the company and every officer of the company who is in default shall be liable to a default fine.

Presented by The Secretary, *Presentor's Reference*

Eagle Star Insurance Company Limited,

1, Threadneedle Street,

LONDON, E.C.2.

Form No. 103
(No filing fee payable)

The Solicitors' Law Stationery Society, Limited, 191-192 Fleet Street, E.C.4; 3 Bucklersbury, E.C.4; 49 Bedford Row, W.C.1; 6 Victoria Street, S.W.1; 15 Hanover Street, W.1; 55-59 Newhall Street, Birmingham, 3; 31 Charles Street, Cardiff CF1 4EA; 19 & 21 North John Street, Liverpool, 2; 28-30 John Dalton Street, Manchester, 2; and 157 Hope Street, Glasgow, C.2.

Companies 4D F18405.1-5-68

Notice of Place where Register of Members is kept or of any Change in that Place.

To the REGISTRAR OF COMPANIES.

EAGLE STAR INSURANCE COMPANY LIMITED

hereby gives you notice, in accordance with subsection (3) of section 110 of the Companies Act 1948, that the register of members of the Company is kept at Eagle Star House, Bath Road, Cheltenham.

Signature [signature]

(State whether Director or Secretary) Secretary

Dated the 22nd *day of* July, 19 68.

NOTE.—The Margin is reserved for binding and must not be written across.

No. 82051 1692

EAGLE STAR INSURANCE COMPANY LIMITED

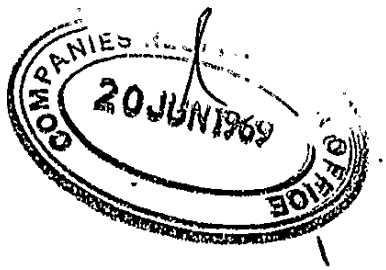
AT the ANNUAL GENERAL MEETING of EAGLE STAR INSURANCE COMPANY LIMITED held at the offices of the Company at Wimborne House, 22 Arlington Street, London, S.W.1, on Friday the 6th of June, 1969, the following Resolution was duly passed as an ORDINARY RESOLUTION:—

RESOLUTION

"THAT the authorised capital of the Company be increased from £14,000,000 to £25,000,000 by the creation of 22,000,000 new Ordinary Shares of 10s. each."

Brian Mountain

BRIAN MOUNTAIN,
Chairman.



Number of Company 02021/62

THE COMPANIES ACT, 1948

Notice of Increase in Nominal Capital

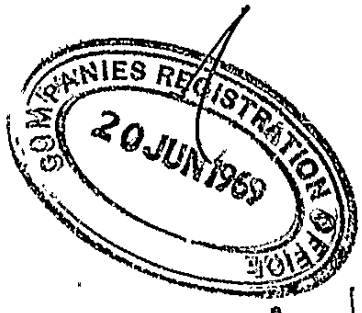
Pursuant to section 63

Insert the Name of the Company EAGLE STAR INSURANCE COMPANY LIMITED

LIMITED

Presented by

SIMMONS & SIMMONS,
14, Dominion Street,
London, E.C.2.



SS 210

To THE REGISTRAR OF COMPANIES.

EAGLE STAR INSURANCE COMPANY LIMITED

_____ Limited, hereby gives you notice, pursuant to Section 63 of the Companies Act, 1948, that by a n* Ordinary Resolution of the Company dated the 6th day of June 19 69 the Nominal Capital of the Company has been increased by the addition thereto of the sum of £ 11,000,000 beyond the Registered Capital of £ £14,000,000

*"Ordinary", "Extraordinary", or "Special".

The additional Capital is divided as follows:—

Number of Shares	Class of Share	Nominal amount of each Share
22,000,000	Ordinary	10s.

The Conditions (e.g., voting rights, dividend rights, winding-up rights, etc.) subject to which the new shares have been, or are to be, issued are as follows:—

The New Ordinary Shares will rank pari passu with the existing Ordinary Shares of the Company but do not rank for the final dividend on the Ordinary Shares in respect of the year ended 31st December 1968

, If any of the new shares are Preference Shares state whether they are redeemable or not.

Signature _____

State whether Director or Secretary } Secretary

Dated the 18th day of June 19 69

Note.—This margin is reserved for binding and must not be written across.

mber of
npany } 82051/694

Form No. 10

THE STAMP ACT, 1891

(54 & 55 VICT., CH. 39)

COMPANY LIMITED BY SHARES

Statement of Increase of the Nominal Capital

OF

EAGLE STAR INSURANCE COMPANY LIMITED

LIMITED

Pursuant to Section 112 of the Stamp Act, 1891, as amended by Section 7 of the Finance Act, 1899, by Section 39 of the Finance Act, 1920, and Section 41 of the Finance Act, 1933.

NOTE.—The Stamp duty on an increase of Nominal Capital is Ten Shillings for every £100 or fraction of £100.

This Statement is to be filed with the Notice of Increase which must be filed pursuant to Section 63 (1) of the Companies Act, 1948. If not so filed within 15 days after the passing of the Resolution by which the Capital is increased, interest on the duty at the rate of 5 per cent. per annum from the date of the passing of the Resolution is also payable. (Section 5 of the Revenue Act, 1903.)

Presented by

SIMMONS & SIMMONS

14 Dominion Street,

London E.C.2.

COMPANIES REGISTRATION OFFICE 20 JUN 1969

The Solicitors' Law Stationery Society, Limited,
22 Chancery Lane, W.C.2; 3 Bucklersbury, E.C.4; 49 Bedford Row, W.C.1; 6 Victoria Street, S.W.1; 16 Hanover Street, W.1; 55-59 Newhall Street, Birmingham, 3; 31 Charles Street, Cardiff; 19 & 21 North John Street, Liverpool, 2; 28-30 John Dalton Street, Manchester, 2; 157 Hope Street, Glasgow, C.2.
PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS

Dec/63 -62

IR.T.O.

THE NOMINAL CAPITAL

OF

EAGLE STAR INSURANCE COMPANY LIMITED

Limited

has by a Resolution of the Company dated

6th June 1969 *been increased by*

the addition thereto of the sum of £11,000,000,

divided into :—

22,000,000 Ordinary *Shares of* 10s. *each*

~~*Shares of* ~~ ~~*each*~~

beyond the registered Capital of £14,000,000

Signature

(State whether Director or Secretary) Secretary

Dated the 18th day of June 1969

Note—This margin is reserved for binding and must not be written across

1703

EAGLE STAR INSURANCE COMPANY LIMITED

At the ANNUAL GENERAL MEETING of Eagle Star Insurance Company Limited held at Wanborne House, 22 Arlington Street, London, S.W.1, on Friday the 5th day of June, 1970 the following Resolution was duly passed as a SPECIAL RESOLUTION:

RESOLUTION

That with effect from 15th February, 1971:

(a) The ordinary share capital of the company be divided into shares of 50p each in place of 10s. each.

(b) The Articles of Association of the company be altered as follows:

(i) by deleting the first sentence of Article 3 and substituting the following sentence:

"The share capital of the Company is £25,000,000 divided into 1,000,000 4 per cent Preference Shares of £1 each, 1,000,000 4 per cent Second Preference Shares of £1 each and 46,000,000 Ordinary Shares of 50p each.";

(ii) by substituting "No payment shall be required by the Company" for "Such fee, not exceeding two shillings and sixpence for each registration, as the Board may from time to time determine, shall be charged" in Article 48; and

(iii) by substituting "50p" for "10s." in Article 72(b) wherever the latter expression appears.

B. E. S. MOUNTAIN,
Chairman.

No. 82051

EAGLE STAR INSURANCE COMPANY LIMITED

At an EXTRAORDINARY GENERAL MEETING of the above named Company duly convened and held on 28th July, 1971 at Wimborne House, 22 Arlington Street, London S.W.1, the following Resolution was duly passed as a SPECIAL RESOLUTION:—

RESOLUTION

THAT:—

(*a*) The Executive Share Incentive Scheme set out in the Appendix to and summarised in the Circular Letter dated 2nd July, 1971 which accompanied the Notice convening this meeting be and the same is hereby approved, to the intent that such approval shall insofar as is requisite operate by way of alteration of the Articles of Association of the Company;

(*b*) The Directors of the Company be and they are hereby authorised to vote as Directors on any matters connected with the said Executive Share Incentive Scheme (other than their own participation therein) notwithstanding that they may be interested in the same, and the prohibition of interested Directors voting contained in Article 90 of the Articles of Association of the Company be and the same is hereby relaxed to that extent accordingly; and

(*c*) The Articles of Association of the Company be and they are hereby altered by inserting in the thirteenth line of Article 135 after the words "Ordinary Shares", the following words:—

"(treating, for the purposes of this Article only, partly paid Ordinary Shares as if they were fully paid and entitled to rank for all dividends declared or paid in respect of the Ordinary Shares of the Company)"

Alexander Ross

ALEXANDER ROSS

Chairman of the Meeting.

COMPANIES REGISTRATION OFFICE

12 AUG 1971

B., M. & Co., Ltd. S2826

APPENDIX

EAGLE STAR INSURANCE COMPANY LIMITED
EXECUTIVE SHARE INCENTIVE SCHEME

Definitions

1. In this Scheme where the context so admits the following words and expressions shall have the following meanings:—

"The Company"	Eagle Star Insurance Company Limited.
"Subsidiary"	A subsidiary of the Company within the meaning of Section 154 of the Companies Act 1948.
"The Group"	The Company and its subsidiaries for the time being.
"The Board"	The Board of Directors of the Company or the Directors present at a duly convened meeting of the Directors at which a quorum is present or the persons appointed by the Board to act as a committee of the Board for all or any matters relating to the Scheme.
"Eligible Employees"	Employees of the Group (including full time salaried executive directors of the Company and of subsidiaries) selected by the Board to participate in the Scheme.
"Participants"	Eligible employees who for the time being participate in the Scheme.
"Ordinary Shares"	The fully paid Ordinary Shares of the Company for the time being in issue.
"Scheme Shares"	Ordinary Shares in the capital of the Company issued pursuant to the Scheme or any share representing the same following a sub-division or consolidation thereof being in any such case shares which are for the time being partly paid.
"Further Shares"	(i) Any Ordinary Shares or other securities issued to a Participant credited as fully paid by way of capitalisation of profits or reserves pursuant to Clause 16. (ii) Any Ordinary Shares or other securities subscribed or purchased by a Participant pursuant to Clause 17.
"Middle Market Quotation"	The middle market quotation of the Ordinary Shares as shown by the daily official list of The Stock Exchange, London.
"Issue Price"	A price in relation to a Scheme Share equal to the average of the middle market quotations during the period beginning with the day upon which a Scheme Share is offered to a Participant pursuant to the Scheme and ending on the business day preceding the expiry date of the offer. If after the date of issue thereof there shall be any sub-division or consolidation of a Scheme Share the Issue Price relative to any Scheme Shares shall be appropriately adjusted.
"The Current Market Price"	A price in relation to a Scheme Share equal to the average of the middle market quotations (after making such adjustments thereto as the auditors for the time being of the Company determine to be appropriate in respect of any reduction of capital, issue of securities by way of rights or capitalisation of profits or reserves or sub-division splitting or consolidation of the share capital of the Company effected after the date on which a Scheme Share is offered to a Participant pursuant to the Scheme) during the four weeks immediately preceding the relevant date.
"Initial Payment"	An amount equal to 2 per cent of the Issue Price due as part of the Issue Price payable for each Scheme Share on the acceptance of an offer.
"Call"	The balance to be paid by a Participant on a Scheme Share pursuant to the provisions of the Scheme.

Limit on Scheme Shares

2. (*a*) The total number of Scheme Shares allotted under the Scheme will not exceed 1,752,741 (being 5 per cent. of the Ordinary Shares of the Company at present in issue).

(*b*) No Scheme Shares will be offered to an Eligible Employee if the Issue Price of such shares when added to the total of the Issue Price of Scheme Shares formerly allotted under the Scheme to such Eligible Employee (but excluding from such total the Issue Price for any Scheme Shares which have become fully paid at or prior to the date of the offer) shall exceed an amount equal to five times his total annual remuneration (before taxation) as an employee of the Group. For this calculation Scheme Shares comprised in a previous offer to such Eligible Employee shall carry the Issue Price relative to that offer. Total annual remuneration shall for this purpose be taken as the current annual rate of salary (excluding any bonus or commission but including directors' fees paid to the Eligible Employee by the Group and any company the Board shall from time to time determine is associated with the Group).

(*c*) The limitations referred to above will be adjusted in such manner as the Auditors for the time being of the Company shall certify to be appropriate in the event of the sub-division, splitting or consolidation of the Ordinary Shares or of any issue of Ordinary Shares by the Company by way of capitalisation or rights.

Offers of Scheme Shares

3. (*a*) Subject to the limitations referred to above the Board shall determine the number of Scheme Shares to be offered to an Eligible Employee.

(*b*) Offers will be made to Eligible Employees at the Issue Price payable as hereinafter provided, and every such offer may be accepted by the Eligible Employee making the Initial Payment and accepting the offer within 21 days of the date of the offer.

(*c*) An offer to participate in the Scheme and to subscribe for Scheme Shares shall be personal to the Eligible Employees to whom it is made and shall not be capable of assignment and no Scheme Share shall be allotted to the personal representatives of a Participant in the event of his death before the date when such Shares would otherwise be allotted.

Calls Requested by Participant

4. On written request to the Company given by the Participant or as the case may be his personal representatives the Company shall make a call on the Scheme Shares specified in the request if at the date of such request:—

(*a*) more than five years have elapsed since the date of issue of the Scheme Shares in respect of which the call is requested; or

(*b*) not more than six months have elapsed after control of the Company has passed to a person (or to persons acting in concert) as a result of (i) a general offer to the holders of the Ordinary Shares (or to all such holders other than the offeror and/or any persons acting in concert with the offeror) or (ii) a scheme of reconstruction or amalgamation; or

(*c*) not more than six months have elapsed after the Participant has ceased to be employed by the Group otherwise than by retirement on attaining normal retirement age or by summary dismissal without notice and control of the Company had passed as mentioned in sub-clause (*b*) of this Clause within two years prior to the date of ceasing to be employed as aforesaid; or

(*d*) not more than two years have elapsed since the date of the death of a Participant or since the Participant has ceased to be employed by the Group following a determination by the Board that the Participant is permanently incapacitated from further employment by reason of mental or physical disability not due to intemperance or intentional self-inflicted injury.

Calls by the Company

5. (1) The Company shall be entitled to make a call on any of the Scheme Shares if at the date of such call:—

(*a*) more than five years have elapsed since the date of issue of the Scheme Shares in respect of which the call is made and the Current Market Price of such shares exceeds the Issue Price thereof; or

(*b*) control of the Company has not passed as mentioned in Clause 4 (*b*) and the Participant has ceased to be employed by the Group otherwise than by reason of death retirement on attaining normal retirement age or following a determination by the Board that the Participant is permanently incapacitated as mentioned in Clause 4 (*d*); or

(*c*) more than two years have elapsed since the date of the death of a Participant.

(2) The Company shall be bound to make a call on a Scheme Share within 28 days of the tenth anniversary of the issue thereof.

Provisions as to Calls

6. (*a*) If the Company makes a call in respect of all or any of the Scheme Shares in accordance with Clause 4 or Clause 5 (1) (*a*) the Participant or his personal representatives shall thereupon be bound to pay to the Company in respect of each such Scheme Share the balance of the nominal value thereof and a premium equal to the excess of the Issue Price of such share over the nominal value thereof.

(*b*) If the Company makes a call on any Scheme Shares in accordance with Clause 5 (1) (*b*) or (*c*) or 5 (2) the Participant shall be bound to pay to the Company in respect of each such Scheme Share the balance of the nominal value thereof and a premium equal to the excess over the nominal value thereof of whichever is the less of the Issue Price and the Current Market Price Provided if the Company makes a call on any Scheme Share in accordance with Clause 5 (1) (*b*) and the Issue Price at the date of such call is less than the Current Market Price the Participant shall be bound to pay to the Company in respect of such Scheme Share the balance of the nominal value thereof and a premium of such amount as the Board in its absolute discretion may determine but not exceeding the excess of the Current Market Price over the nominal value thereof.

7. Any call due to be made under Clause 4 shall be made within 14 days after receipt by the Company of the request to make the call and shall become payable 42 days after the date of such request.

8. Any calls made under Clause 5 shall be expressed to be payable six months after the date of the call.

9. If a call shall not be paid on or before the day appointed for payment thereof the Company acting by the Board shall be entitled to charge the Participant interest on the sum called from the day appointed for payment thereof to the date of payment at such rate as the Board determines.

10. The Board shall not be entitled to make calls on Scheme Shares other than under the provisions of this Scheme and accordingly the provisions of Articles 24 to 28 (inclusive) of the Articles of Association of the Company shall not apply to Scheme Shares.

Forfeiture and Lien

11. (*a*) Scheme Shares shall be liable to forfeiture in accordance with Articles 34 to 42 (inclusive) of the Company's Articles of Association.

(*b*) The Company shall have a first and paramount lien on the Scheme Shares and Further Shares of a Participant for all moneys (whether presently payable or not) which may become payable to the Company in respect of Scheme Shares pursuant to the Scheme.

(*c*) The provisions of Articles 30 to 33 (inclusive) of the Company's Articles of Association shall apply in respect of the lien conferred by sub-clause (*b*) of this Clause but in the event of any Further Shares (within the meaning of paragraph (i) only of the definition thereof) being sold in accordance with the said provisions none of the restrictions referred to in Clause 13 hereof shall thereafter apply to the said Further Shares so sold.

Winding Up

12. If an order is made or an effective resolution is passed for the winding up of the Company (other than a members' voluntary winding up) the Company by its liquidator and subject to the provisions of the statutes will be entitled to make a call in respect of all Scheme Shares not exceeding the balance of the nominal value thereof remaining unpaid.

Rights and Restrictions to be attached to Scheme Shares

13. Until a Scheme Share has become fully paid up (both as to nominal value thereof and as to premium) :—

(*a*) It will be entitled to the same rights of voting as an Ordinary Share.

(*b*) It shall not rank for any dividends and Article 128 of the Company's Articles of Association shall be deemed to be modified accordingly.

(*c*) The Participant will not without the written consent of the Board be entitled to sell transfer charge or otherwise dispose of the Scheme Shares held by him and no transfer thereof shall be capable of being either executed or registered without such consent.

Stock Exchange Quotation

14. Upon any Scheme Shares becoming fully paid (both as to the nominal value thereof and as to any premium) the Company will use its best endeavours to obtain permission to deal in and quotation for such shares and any Further Shares which are or have become fully paid up, on The Stock Exchange, London.

15. In the event of a scheme of amalgamation or reconstruction taking effect (not being a scheme as a result of which control of the Company passes as mentioned in Clause 4 (*b*)) affecting the Company the Scheme Shares and the Further Shares, every Participant shall deal with the Scheme Shares and Further Shares standing in his name in such manner as the Board may require. If in connection with any such scheme of amalgamation or reconstruction a Participant shall be required to transfer any Scheme Shares and/or Further Shares he shall receive terms which are, in relation to the amount paid up on such shares, equivalent to those received by holders of the Ordinary Shares. The decision of the Board as to whether terms are equivalent as aforesaid shall be binding and conclusive.

Capitalisation Issues

16. (*a*) If the Company shall, upon a capitalisation of profits or reserves, issue shares or securities credited as fully paid up in proportion to holdings of Ordinary Shares a Participant shall be entitled to receive an allotment in respect of his Scheme Shares and any Further Shares, as if the Scheme Shares had been fully paid at any relevant date.

(*b*) Further Shares issued to a Participant pursuant to this Clause shall (subject to Clause 11 (*c*)) be subject to the restrictions as to dividend, selling transferring charging or otherwise disposing of specified in Clause 13 as long as the Scheme Shares in respect of which they are issued or derived remain partly paid up.

(*c*) The Participant shall not be entitled to renounce any Further Shares issued pursuant to this Clause and accordingly all such Further Shares shall be issued to the Participant and registered in his name.

Rights Issue

17. In the event of the Company offering any Ordinary Shares or other securities to the Ordinary Shareholders for subscription or purchase for cash by way of rights the holders of Scheme Shares will be offered the same number or amount of Further Shares in respect of his Scheme Shares and Further Shares as if the Scheme Shares had been fully paid at any relevant date at the same price as they are offered to the Ordinary shareholders but on the basis that 2 per cent. thereof is payable on subscription. The Further Shares so subscribed will on allotment become Scheme Shares and the provisions of the Scheme relating to Scheme Shares will apply to them as if the offer under this Clause and acceptance thereof had been an offer and acceptance under Clause 3 except that such shares shall for all purposes of the Scheme be deemed to have been issued on the same date as any Scheme Shares in respect of which such shares or any of them were offered to the Participant. The price at which such Further Shares are offered pursuant to this Clause will be deemed to be the Issue Price thereof.

General

18. Until such time as a Scheme Share shall be fully paid up (both as to the nominal value thereof and as to any premium) the Certificate therefor and for any Further Shares allotted in respect thereof or derived therefrom shall be held by the Company or such other person as the Board shall from time to time nominate.

19. If a Participant shall cease for any reason to be in the service of the Group he shall not be entitled by way of compensation for loss or otherwise howsoever to any sum or other benefit to compensate him for the loss of any right or benefit under the Scheme.

20. The Company shall maintain all necessary books of account and records relating to the Scheme.

21. The provisions of Clauses 2, 4, 5, 6, 12 and 13 of this Scheme and the basis of the definitions of "Eligible Employee" and "Issue Price" shall not be altered to the advantage of the Participant except with the approval of the Company in general meeting. Save as aforesaid and without prejudice to the subsisting rights of a Participant the Board may at any time and from time to time by resolution amend all or any of the provisions of the Scheme whether retrospectively or otherwise.

22. A Participant who is a Director of the Company may notwithstanding his interest vote on any Board resolution concerning the Scheme (other than in respect of his own participation therein) and may retain any benefits under the Scheme.

No. 02051

Eagle Star Insurance Company Limited

At the ANNUAL GENERAL MEETING of the above-named Company duly convened and held on 1st June, 1973 at Wimborne House, 22 Arlington Street, London, S.W.1, the following Resolution was duly passed as a SPECIAL RESOLUTION:

RESOLUTION

THAT:

(*a*) the authorised capital be increased from £25,000,000 to £30,000,000 by the creation of 10,000,000 new ordinary shares of 50p each; and

(*b*) with effect from the close of business on 27th July, 1973:—

(i) the ordinary share capital of the company be reorganised by subdividing each of the 56,000,000 ordinary shares of 50p in the present capital, whether issued or unissued, into two shares of 25p each, and so that each of the shares of 25p which shall represent the 362,850 ordinary shares of 50p each which were issued on 15th September, 1971 pursuant to the executive share incentive scheme of the company and have been paid up to the extent of 8.46p per share shall be deemed to have been paid up to the extent of 4.23p per share;

(ii) the sum of £5,902,947 (part of the amount standing to the credit of the company's share premium account) be capitalised and applied in paying up in full 23,611,788 of the unissued ordinary shares of 25p each which shall be allotted and distributed credited as fully paid to and among the persons who at the close of business on 29th June, 1973 will be the registered holders of the issued ordinary shares of 50p each in the proportion of two such fully paid ordinary shares of 25p each for every three ordinary shares of 50p then registered in their names respectively on the terms that (subject to the provisions of Clause 16 of the said scheme) such new ordinary shares shall rank for dividend as if the same had become fully paid up on 1st January, 1973 but so that all new shares becoming distributable in fractions shall be sold and the net proceeds distributed in due proportions among the persons entitled to such fractions in satisfaction of their interests therein; and

(iii) the first paragraph of Article 3 of the company's Articles of Association be deleted and the following paragraph be substituted therefor:

"The share capital of the Company is £30,000,000 divided into 1,000,000 4 per cent. Preference Shares of £1 each, 1,000,000 4 per cent. Second Preference Shares of £1 each and 112,000,000 Ordinary Shares of 25p each."

B. E. S. MOUNTAIN
Chairman

Cumming & Simmons
14 Dowgate Hill

COMPANIES REGISTRATION OFFICE
20 JUN 1973
20

No. 82051

THE COMPANIES ACTS, 1862 TO 1900

THE COMPANIES ACTS, 1948 TO 1967

COMPANY LIMITED BY SHARES

Memorandum

AND

Articles of Association

OF

Eagle Star Insurance Company Limited

Incorporated 15th September, 1904

Incorporating amendments made up to 1st June, 1973.

CERTIFIED TO BE A TRUE COPY

SECRETARY

Secretary

SIMMONS & SIMMONS,
14, Dominion Street,
London, EC2M 2RJ.

COMPANIES REGISTRATION
6 JUL 1973
33 OFFICE 33

EAGLE STAR INSURANCE
COMPANY LIMITED

CAPITAL HISTORY

1904 Company incorporated with Capital of **£600,000** divided into 200,000 shares of £3 each.

1905

1908

1911 A total of 41,000 shares were designated 6 per cent. Cumulative Preference Shares.

1915 Capital increased to **£1,000,002** by the creation of 133,334 additional Ordinary Shares of £3 each.

1916 Capital increased to **£3,000,000** by the creation of 559,558 Preferred Ordinary Shares of £3 each, and 107,108 additional Ordinary Shares of £3 each.

1933 The 41,000 6 per cent. Cumulative Preference Shares of £3 each were sub-divided into 123,000 4 per cent. Cumulative Preference Shares of £1 each.

1933 Capital increased to **£3,900,000** by the creation of 877,000 4 per cent. Cumulative Preference Shares of £1 each, and 23,000 unclassified Shares of £1 each.

1934 Capital increased to **£5,067,868** by the creation of 1,000,000 4 per cent. Second Cumulative Preference Shares of £1 each, and 55,956 additional Preferred Ordinary Shares of £3 each.

1936 Capital increased to **£5,500,000** by the creation of 144,044 additional Ordinary Shares of £3 each.

1937 The 543,486 Ordinary Shares of £3 each were by a Scheme of Arrangement re-organised as follows:—

291,831 were sub-divided into 1,750,986 Ordinary Shares of 50p each.

52,250 were consolidated and then sub-divided to produce 62,700 Ordinary Shares of 50p each and 41,800 Ordinary Shares of £3 each.

60,000 were consolidated and then sub-divided to produce 36,000 Ordinary Shares of 50p each and 54,000 Ordinary Shares of £3 each.

77,313 were sub-divided into 463,878 Ordinary Shares of 50p each, and

62,092 remained unaltered.

1956 (a) The Capital was reduced to £3,289,501 divided into—

1,000,000 4 per cent. Cumulative Preference Shares of £1 each,

1,000,000 4 per cent. Second Cumulative Preference Shares of £1 each,

615,514 Preferred Ordinary Shares of 5p each,

2,471,450 Ordinary Shares of 50p each,

6 Ordinary Shares of 5p each,

23,000 unclassified Shares of £1 each.

(b) (i) 615,514 Preferred Ordinary Shares of 5p each were converted into the same number of Ordinary Shares of 5p each, making a total with the pre-existing 6 Ordinary Shares of 615,520 such Shares; every 10 of such Shares were converted into 1 Ordinary Share of 50p (producing a total of 61,552 Ordinary Shares of 50p each),

(ii) the 23,000 unclassified Shares of £1 each were sub-divided into 46,000 unclassified Shares of 50p each,

(c) The Capital was increased to its former figure of **£5,500,000** by the creation of 3,466,998 Ordinary Shares of 50p each, and 954,000 unclassified Shares of 50p each.

Note: As the result of these changes the company's capital was £5,500,000 divided into:

1,000,000 4 per cent. Preference Shares of £1 each,

1,000,000 4 per cent. Second Preference Shares of £1 each,

6,000,000 Ordinary Shares of 50p each,

1,000,000 unclassified Shares of 50p each.

1959 Capital increased to **£14,000,000** by the creation of 17,000,000 new Ordinary Shares of 50p each. The 1,000,000 unclassified Shares of 50p each were designated Ordinary Shares of 50p each.

Note: As the result of these changes the Company's Capital of £14,000,000 was divided into:

1,000,000 4 per cent. Preference Shares of £1 each,

1,000,000 Second Preference Shares of £1 each, and

24,000,000 Ordinary Shares of 50p each.

1969 Capital increased to **£25,000,000** by the creation of 22,000,000 new Ordinary Shares of 50p each.

1973 Capital increased to **£30,000,000** by the creation of 10,000,000 new Ordinary Shares of 50p each.

Ordinary Capital re-organised by sub-dividing the 56,000,000 Ordinary Shares of 50p each into 112,000,000 Ordinary Shares of 25p each.

THE COMPANIES ACTS, 1862 TO 1900

THE COMPANIES ACTS, 1948 TO 1967

COMPANY LIMITED BY SHARES

Memorandum of Association

OF

Eagle Star Insurance Company Limited

1. The name of the Company is "EAGLE STAR INSURANCE COMPANY LIMITED".

2. The Registered Office of the Company will be situate in England.

3. The objects for which the Company is established are:—

(A) To carry on all kinds of insurance and assurance business, all kinds of re-insurance and re-assurance business, all kinds of counter-insurance and counter-assurance business, all kinds of guarantee and indemnity business and all kinds of counter-guarantee and counter-indemnity business and, in particular and without prejudice to the generality of the foregoing words, to carry on business of the following classes:—

(i) Life assurance, annuity, sinking fund and capital redemption,

(ii) Fire insurance,

(iii) Accident insurance,

(iv) Employers' liability and workmen's compensation insurance,

(v) Motor vehicle insurance,

(vi) Marine, aviation and transit insurance

in all forms and branches whether now known or hereafter to be devised.

(B) To grant or effect assurances of all kinds securing payment of money, by way of a single payment or by several payments or by immediate or deferred annuities or otherwise, upon, the happening of all or any of the following events: the death or marriage or birth or survivorship or failure of issue or the attainment of a given age by any person or persons or the expiration of any fixed or ascertainable period or the occurrence of any contingency or event which would or might be taken to affect any kind of interest of any person or persons in any property or other person or persons.

(C) To grant annuities of all kinds, whether dependent on human life or otherwise, and whether perpetual or terminable, immediate or deferred, absolute, contingent or otherwise, and to receive money on deposit at interest returnable by instalments or otherwise.

(D) To contract with leaseholders, borrowers, lenders, annuitants and others for the establishment, accumulation, provision and payment of sinking funds, redemption funds, depreciation funds and any other funds either in consideration of a lump sum or of an annual premium or otherwise.

(E) To grant insurances against every kind of loss, damage or injury caused by or consequential upon fire, lightning, hail, storm, tempest, flood, earthquake, explosion, naval or military or aerial operations, civil disturbance, usurped power or riot or the quelling thereof, transit by land or water or air, or other misfortune howsoever occurring and to grant insurances against any liabilities to third parties associated with the beforementioned perils.

(F) To grant insurance or guarantees against every kind of misadventure (including loss, damage or injury caused by or suffered by boilers and engineering installations or any other kind of property), accident, mortality, sickness, climatic

conditions, burglary, theft or embezzlement or acts of negligence, error or omission, and against loss, damage or injury consequential upon transit by any means whatsoever, the making of calls upon shares, the diminution of dividends or income, the loss or forfeiture of licences, leases, other property and rights or the acceptance or incomplete discharge of obligations created by contracts or undertakings or transactions or by the operation of law or otherwise and to grant insurances against any liabilities to third parties associated with the beforementioned perils.

(G) To grant insurances against loss of or damage to or arising out of or in connection with the use of mechanically propelled vehicles and the third party risks arising therefrom.

(H) To grant insurances or to execute bonds or guarantees upon any type of ship, vessel or boat or aircraft or in relation thereto or arising therefrom, the machinery, tackle, furniture or equipment, the goods, merchandise or property of any description whatever on board, the freight or any other interest whatsoever, the risks incidental to construction, repair, landing, taking-off or docking, including third party risks, transit risks of all kinds and any other risks whatsoever.

(I) To give to any class or section of those who assure or have other dealings with the Company any rights over or in relation to any fund or funds, or a right to participate in the profits of the Company, or in the profits of any particular branch or part of its business, or any other special privileges, advantages or benefits, with power to vary the same.

(J) To establish agencies and branches and appoint agents and others to assist in the conduct or extension of the Company's business, and to regulate and discontinue the same.

(K) To act as agents for the issue of any bills, bonds, stock or shares, whether or not offered to the public for subscription, and to guarantee the subscription of any such securities or shares, and to act as trustee, executor or administrator with or without remuneration, and to undertake trusts of all kinds and the conduct of any business connected with trusts of any description or the estates of deceased persons, and to receive for safe custody any kind of property.

(L) To carry on directly or indirectly any other business which may seem to the Company capable of being conveniently

carried on in connection with or in addition to any of the above-mentioned businesses or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property, rights or businesses for the time being.

(M) To acquire and undertake the whole or any part of the business, property and liabilities of any person or company carrying on any business which the Company is authorised to carry on, or possessed of property suitable for the purposes of this Company.

(N) To enter into partnership or any arrangement for sharing profits or joint adventure with any person, persons or company carrying on or about to carry on any business which this Company is authorised to carry on, or any business capable of being conducted so as directly or indirectly to benefit this Company, and to acquire or join in acquiring any such business, and to amalgamate with any other company having objects altogether or in part similar to those of this Company.

(O) To purchase, take on lease or in exchange, hire, subscribe for or otherwise acquire, and to hold and deal with any property, real or personal, and any interests, rights, privileges or obligations of or in any company.

(P) To make, draw, accept, endorse, negotiate, discount, buy, sell and deal in bills, notes and other negotiable or transferable instruments.

(Q) To borrow and secure the payment of money in such manner and on such terms as the Directors may deem expedient and to mortgage or charge the undertaking and all or any part of the property and rights of the Company, present or future, including uncalled capital and to issue on such terms as may be thought expedient debentures or debenture stock, perpetual or redeemable.

(R) To lend money either with or without security to any person or company and to guarantee the performance of contracts or the payment of debts or liabilities by any person or company.

(S) To pay for any business, property or rights acquired or agreed to be acquired by this Company and generally to

satisfy any obligation of this Company by the issue or transfer of shares of this or any other company credited as fully or partly paid up, or of debentures or other securities of this or any other company.

(T) To sell, exchange, let, develop, dispose of, or otherwise deal with the undertaking, or all or any part of the property of this Company, upon such terms and for such price or other consideration of any kind as the Company may think fit.

(U) To promote or assist in or contract with any person or company for the promotion of any company or companies, for the purpose of acquiring all or any of the property and liabilities of this Company or for any other purpose, and to take or otherwise acquire and hold shares, debentures or other securities of any such company and to subsidise or otherwise assist any such company, and to procure the registration or incorporation of any such company in or under the laws of any place outside England.

(V) To remunerate or make donations to any person or company for services rendered or to be rendered to the Company.

(W) To invest and deal with the moneys of the Company not immediately required, upon such securities and in such manner as may from time to time be determined by the Directors.

(X) To distribute among the Members or any class or classes of Members of the Company *in specie* any property of the Company.

(Y) To establish and support funds or institutions calculated to benefit directors, officers or ex-officers or employees or ex-employees of the Company or of any subsidiary company or of their predecessors in business or the dependants or connections of such persons and to grant to such persons pensions, allowances, gratuities or other benefits and to support or subscribe to any charitable or public institutions, clubs, societies or funds.

(Z) To do all or any of the above things in any part of the world as principals or agents, contractors, trustees or otherwise and by or through trustees, attorneys or agents and either alone or in conjunction with others, and to procure the Company to be registered or recognised in any foreign country or place.

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

And it is hereby declared that the word "company" in this Clause, except where used in reference to this Company, shall be deemed to include any person or partnership or other body of persons, whether incorporated or not incorporated and whether domiciled in the United Kingdom or elsewhere, and that the objects specified in each paragraph of this Clause, except where otherwise expressed in such paragraph, shall be separate and independent main objects of the Company and shall not be limited or restricted by reference to the terms of any other paragraph or the name of the Company.

4. The liability of the Members is limited.

See Capital History.

5. The capital of the Company is £30,000,000 divided into 1,000,000 4 per cent. Preference Shares of £1 each, 1,000,000 4 per cent. Second Preference Shares of £1 each and 112,000,000 Ordinary Shares of 25p each.

See article 14 of the current Articles of Association which is in identical terms.

6. Any shares of which the original or increased capital of the Company may from time to time consist, may be guaranteed or have any special privilege or advantage or may be deferred, and may be issued on such special conditions as to priority or postponement either for dividends or for repayment of principal, or as to voting power and otherwise as the Company may from time to time determine, but so that the rights for the time being attached to the Preference Shares for the time being in the Company's capital shall not be altered otherwise than as provided by clause 55 of the Company's Articles of Association.

THE COMPANIES ACTS, 1862 TO 1900

THE COMPANIES ACTS, 1948 TO 1967

COMPANY LIMITED BY SHARES

Articles of Association

OF

Eagle Star Insurance Company Limited

(*See also Appendix*)

TABLE "A"

1. The regulations in Table "A" in the First Schedule to the Companies Act, 1862, shall not apply to the Company and these Articles shall be the only Articles of the Company.

INTERPRETATION

2. In these Articles the following words and expressions bear the meanings hereby assigned to them except where the subject or context forbids:—

WORDS	MEANINGS
The Act	The Companies Act, 1948.
The Statutes ...	The Companies Act, 1948, and every other Act for the time being in force concerning companies and affecting the Company.

Words	Meanings
These Articles ...	These Articles of Association as drawn or as altered from time to time.
Directors ...	The Directors for the time being of the Company.
The Board ...	The Directors of the Company present at a duly convened meeting of Directors at which a quorum is present.
The Register ...	The Register of Members required to be kept by Section 110 of the Act.
The Office ...	The registered office for the time being of the Company.
The Seal ...	The Common Seal of the Company.
The Secretary ...	Any person appointed to perform the duties of the Secretary of the Company.
The United Kingdom	Great Britain and Northern Ireland.
Month	Calendar Month.
Paid (up) ...	Includes credited as paid (up).
Dividend ...	Includes bonus.
Debenture ...	Includes Debenture Stock.
In writing ...	Written, printed, lithographed, or photographed, or visibly expressed in all or any of these or any other modes of representing or reproducing words.

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

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

Words importing persons shall include corporations.

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

CAPITAL

3. The share capital of the Company is £30,000,000 divided into 1,000,000 4 per cent. Preference Shares of £1 each, 1,000,000 4 per cent. Second Preference Shares of £1 each and 112,000,000 Ordinary Shares of 25p each.

As amended by Special Resolutions passed on 31st July, 1956, 6th July, 1959, 5th June, 1970 and 1st June, 1973. The re-organisation of the ordinary share capital by sub-dividing the 56,000,000 Ordinary Shares of 50p each into 112,000,000 Ordinary Shares of 25p each was expressed to take effect from close of business on 27th July, 1973.

(A) *The 4 per cent. Preference Shares:* The 4 per cent. Preference Shares carry the right to a fixed cumulative preferential dividend at the rate of 4 per cent. per annum on the capital for the time being paid up on such shares and rank both as regards dividend and return of capital in priority to all other shares in the Company but do not confer any further right to participate in profits or surplus assets.

No new shares ranking as to dividend or capital *pari passu* with or in priority to the 4 per cent. Preference Shares shall be created or issued by the Company without the sanction of an Extraordinary Resolution of the holders of the 4 per cent. Preference Shares passed at a separate general meeting thereof in accordance with Article 14.

(B) *The 4 per cent. Second Preference Shares:* The Second Preference Shares carry the right to a cumulative preferential dividend (ranking next after the cumulative preferential dividend payable on the existing 1,000,000 4 per cent. Preference Shares in the Company) at the rate of 4 per cent. per annum on the amount for the time being paid up thereon payable half-yearly on the 1st day of January and the 1st day of July in each year in priority to any payment of dividend on any other shares in the Company and the right in a winding up to have the capital paid up on the Second Preference Shares together with any arrears of cumulative preferential dividend at the rate of 4 per cent. per annum up to the commencement of the winding up repaid in full out of the surplus assets remaining after satisfying all claims of the said 1,000,000 4 per cent. Preference Shares and in priority to any repayment of capital on any other shares in the Company but do not confer any further right to participate in profits or surplus assets.

No debentures shall be issued by the Company nor shall any new shares ranking as to dividend or capital *pari passu* with or in priority to the Second Preference Shares be created or issued by the Company without the sanction of an Extraordinary Resolution of the holders of the Second Preference Shares passed at a separate general meeting thereof in accordance with Article 14.

CONVERSION OF SHARES INTO STOCK

4. The Company may, from time to time, by Ordinary Resolution, convert all or any of its paid-up shares into stock and may from time to time, in like manner, reconvert any such stock into paid-up shares of any denomination.

5. The holders of stock may transfer their respective interests therein, or any part of such interests, in such manner as the Company by Ordinary Resolution shall direct but, in default of any such direction, in the same manner and subject to the same regulations as and subject to which the shares from which the stock arose might previously to conversion have been transferred, or as near thereto as circumstances will admit. But the Board may, if it thinks fit, from time to time fix the minimum amount of stock transferable, provided that such minimum shall not exceed the nominal amount of the shares from which the stock arose.

6. The holders of stock shall be entitled to participate in the dividends and profits of the Company according to the amount of their respective interests in such stock, and such interests shall, in proportion to the amount thereof, confer on the holders thereof respectively the same rights, privileges and advantages for the purpose of voting at meetings of the Company and for other purposes as if they held the shares from which the stock arose, but so that none of such rights, privileges or advantages, except the participation in the dividends, profits and assets of the Company, shall be conferred by any such amount of stock as would not, if existing in shares, have conferred such right, privilege or advantage. No warrants to bearer shall be issued in respect of stock.

7. All such provisions of these Articles as are applicable to paid-up shares shall apply to stock, and in all such provisions the words "share" and "shareholder" shall include "stock" and "stockholder."

INCREASE OF CAPITAL

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

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

ALTERATION OF CAPITAL

10. The Company may from time to time by Ordinary Resolution:—

(A) Consolidate and divide all or any of its share capital into shares of larger or smaller amount than its existing shares.

(B) Cancel any shares which at the date of the passing of the resolution have not been taken or agreed to be taken by any person, and diminish the amount of its share capital by the amount of the shares so cancelled.

(C) Sub-divide its shares, or any of them, into shares of smaller amount than is fixed by the Memorandum of Association, subject nevertheless to the provisions of Section 61 (1) (*d*) of the Act, and so that the Resolution whereby any share is sub-divided may determine that, as between the holders of the shares resulting from such sub-division, one or more of the shares may have any such preferred or other special rights over, or may have such deferred rights, or be subject to any such restrictions, as compared with the others, as the Company has power to attach to unissued or new shares.

11. The Company may from time to time by Special Resolution reduce its share capital, any capital redemption reserve fund or any share premium account in any manner and with and subject to any incident authorised and consent required by law.

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

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

MODIFICATION OF CLASS RIGHTS

14. All or any of the rights and privileges belonging to any preference or deferred shares or to any other special class of shares issued by the Company at any time may be affected, extinguished, altered, modified or dealt with by agreement between the Company and any person purporting to contract on behalf of that class, provided such agreement is ratified in writing by the holders of at least three-fourths of the nominal amount of the issued shares of that class or is confirmed by an Extraordinary Resolution passed at a separate General Meeting of the holders of shares of that class, and all the provisions hereinafter contained as to General Meetings shall *mutatis mutandis* apply to every such Meeting, but so that the quorum thereof shall be Members holding or representing by proxy three-fourths of the nominal amount of the issued shares of that class.

SHARES

15. Subject to any special rights for the time being attached to any existing class of shares, any share in the Company (whether forming part of the present capital or not) may be issued with any such preferred, deferred, or other special rights, or subject to such conditions or restrictions, whether in regard to dividend, return of capital, voting or otherwise, as the Company may by Ordinary Resolution direct, or failing such direction, as the Board may determine.

16. The Company shall not give, whether directly or indirectly, and whether by means of a loan, guarantee, the provision of security or otherwise, any financial assistance for the purpose of or in connection with a purchase of or subscription made or to be made by any person for any shares in the Company or in its holding Company (if any), nor shall the Company make a loan for any purpose whatsoever on the security of its shares or those of its holding Company (if any), but nothing in this Article shall prohibit transactions mentioned in the proviso to Section 54 (1) of the Act.

17. The Company may pay a commission to any person in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally, or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any shares in the capital of the Company; provided that such commission shall not exceed 10 per cent. of the price at which such shares are issued, or an amount equivalent to such percentage, and the requirements of Section 53 and 124 of the Act and the Eighth Schedule thereto shall be observed. Any such commission may be satisfied wholly or partly in fully paid shares of the Company, in which case Section 52 of the Act shall be duly complied with. The Company may also on any issue of shares pay such brokerage as may be lawful.

18. The shares shall be at the disposal of the Board, which may allot, grant options over, or otherwise deal with or dispose of them to such persons, at such times and generally on such terms and conditions as it thinks proper, but so that no shares shall be issued at a discount, except in accordance with Section 57 of the Act.

19. If any shares shall be issued for the purpose of raising money to defray the expenses of construction of any works or buildings or the provision of any plant which cannot be made profitable for a lengthened period, the Company may pay interest at a rate not exceeding 4 per cent. per annum or such other rate as may for the time being be prescribed by Order of the Treasury on so

much of such share capital as is for the time being paid up for the period and subject to the conditions and restrictions specified in Section 65 of the Act, and may charge the sum so paid to capital as part of the cost of construction of the works or buildings, or the provision of plant.

20. If two or more persons are registered as joint holders of any share, any one of such persons may give effectual receipts for any dividend or other moneys payable in respect of such share.

21. No person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by or required to recognise any equitable, contingent, future or partial interest in any share or (except as only by these Articles otherwise expressly provided or as by Statute required or pursuant to an order of Court) any right whatsoever in respect of any share, other than an absolute right to the entirety thereof in the registered holder.

As amended by Special Resolution passed on 31st May, 1952.

22. Every Member shall be entitled to receive without payment within two months after the allotment of shares to him or lodgment of a transfer of shares to or by him (or within such other period as the conditions of issue shall provide) one certificate for all the shares of each class registered or remaining registered in his name; provided that in the case of joint holders the Company shall not be bound to issue more than one certificate for each class of shares to all the joint holders, and delivery of any such certificate to any one of them shall be sufficient delivery to all. Every certificate shall be under the Seal and shall specify the number, class and distinctive numbers (if any) of the shares to which it relates and the amount paid up thereon. A Member shall be entitled to receive more than one certificate in respect of the shares held by him in the capital of the Company for the time being on the payment of such sum for each additional certificate not exceeding two shillings and sixpence as the Board may determine, provided that no Member shall be entitled to more than one certificate in respect of any one share held by him.

23. If any such certificate shall be worn out, defaced, destroyed or lost, it may be renewed on such evidence being produced as the Board shall require and, in case of wearing out or defacement, on delivery up of the old certificate, and in case of destruction or loss on execution of such indemnity (if any) and in either case on payment of such sum, not exceeding one shilling, as the Board may from time to time require. In the case of destruction or loss the Member to whom such renewed certificate is given shall also bear and pay to the Company all expenses incidental to the investigation by the Company of the evidence of such destruction or loss and to such indemnity.

CALLS ON SHARES

24. The Board, subject to the provisions of these Articles and to any conditions of issue, may from time to time make such calls upon the Members in respect of all moneys unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) as it thinks fit, provided that twenty-one days' notice at least is given of each call specifying the time or times and place of payment and provided that no call shall exceed one-half of the nominal value of the share or be made payable within one month after the date fixed for the payment of the then last preceding call, and each Member shall be liable to pay the amount of every call so made upon him to the persons and at the times and places appointed by the Board. A call may be made payable by instalments. A call shall be deemed to have been made as soon as the resolution of the Board authorising such call shall have been passed, and an entry in the Minute Book of a resolution of the Board making the call shall be conclusive evidence of the making of the call. A call may be revoked or postponed as the Board shall determine. The joint holders of a share shall be jointly and severally liable to pay all calls and instalments in respect thereof.

25. If, before or on the day appointed for payment thereof, a call or instalment payable in respect of a share is not paid the person from whom the amount of the call is due shall pay interest on such amount at such rate not exceeding 10 per cent. per annum as the Board shall fix from the day appointed for payment thereof to the time of actual payment, but the Board shall have power to waive payment of or remit such interest or any part thereof.

26. Any sum which by the terms of issue of a share is made payable upon allotment or at any fixed date whether on account of the amount of the share or by way of premium shall, for all purposes of these Articles, be deemed to be a call duly made and payable on the date fixed for payment and, in case of non-payment, the provisions of these Articles as to payment of interest and expenses, forfeiture, and the like, and all other relevant provisions of the Statutes or of these Articles shall apply as if such sum were a call duly made and notified as hereby provided.

27. The Board may make arrangements upon the issue of shares for a difference between the holders of such shares in the amount of calls to be paid and in the time of payment of such calls.

28. The Board may, if it thinks fit, receive from any Member willing to advance the same all or any part of the moneys uncalled

and unpaid upon his shares, and upon all or any of the moneys so advanced, the Board may (until the same would, but for such advance, become presently payable) pay or allow such interest (not exceeding, without the consent of a General Meeting, 5 per cent. per annum) as may be agreed between it and such Member. No sum paid up in advance of calls shall entitle the holder of a share in in respect thereof to any portion of a dividend subsequently declared in respect of any period prior to the date upon which such sum would, but for such payment, become presently payable.

29. No Member shall be entitled to receive any dividend or to be present or vote at any meeting or upon a poll, or to exercise any right or privilege as a Member, until he shall have paid all calls for the time being due and payable on every share held by him, whether alone or jointly with any other person, together with interest and expenses in respect of such calls and all other sums (if any) presently payable by him in respect of any shares in the Company held by him.

LIEN ON SHARES

30. The Company shall have a first and paramount lien on all the shares (not fully paid up) registered in the name of any Member, whether solely or jointly with others, for all moneys due to the Company from him or his estate, whether solely or jointly with any other person, whether a Member or not, and whether such moneys are presently payable or not; and no equitable interest in any share shall be created except upon the footing and condition that the Company's lien is to have full effect. The Company's lien on a share shall extend to all dividends or other moneys payable thereon. But the Board may at any time declare any share to be exempt, wholly or partially, from the provisions of this Article.

31. For the purpose of enforcing such lien the Board may sell all or any of the shares subject thereto at such time or times and in such manner as it thinks fit, but no sale shall be made until such time as the moneys in respect of which such lien exists or some part thereof are or is presently payable, and until a notice in writing, stating the amount due and demanding payment thereof and giving notice of intention to sell in default, shall have been served in such manner as the Board shall think fit on such Member or the person entitled by transmission to the shares, and default in payment shall have been made by him or them for fourteen days after such notice.

32. The net proceeds of any such sale shall be applied in or towards satisfaction of the amount due to the Company including any expenses incurred in connection therewith, and the balance shall be paid to the Member or the person entitled by transmission to the shares; provided always that the Company shall be entitled to a lien upon such balance in respect of any moneys due to the Company but not presently payable like to that which it had upon the shares immediately before the sale thereof.

33. Upon any such sale as aforesaid, the Board may authorise some person to transfer to the purchaser the shares sold and may enter the purchaser's name in the Register as holder of the shares, and the purchaser shall not be bound to see to the regularity or validity of, or be affected by any irregularity or invalidity in, the proceedings or be bound to see to the application of the purchase money, and after his name has been entered in the Register the validity of the sale shall not be impeached by any person, and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

FORFEITURE OF SHARES

34. If any Member or person entitled by transmission fails to pay the whole or any part of any call or instalment of a call on or before the day appointed for the payment thereof, the Board may at any time thereafter during such time as the call or instalment, or any part thereof, remains unpaid, serve a notice on the Member or the person entitled to the share by transmission as the case may be requiring him to pay such call or instalment, or such part thereof as remains unpaid, together with any accrued interest and any expenses incurred by the Company by reason of such non-payment.

35. The notice shall name a further day (not earlier than the expiration of fourteen days from the date of service of the notice) on or before which such call, or such part thereof as aforesaid, and all such interest and expenses as aforesaid, are to be paid. It shall also name the place where payment is to be made, and shall state that in the event of non-payment at or before the time and at the place appointed, the shares in respect of which such call was made will be liable to be forfeited.

36. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which such notice has been given may at any time thereafter, before payment of all calls, interest and expenses due in respect thereof has been made, be forfeited by a resolution of the Board to that effect.

37. A forfeiture of shares shall include all dividends declared in respect of the forfeited share and not actually paid before the forfeiture.

38. When any share has been forfeited in accordance with these Articles, notice of the forfeiture shall forthwith be given to the Member or the person entitled to the share by transmission, as the case may be, and an entry of such notice having been given, and of the forfeiture with the date thereof, shall forthwith be made in the Register opposite to the entry of the share; but no forfeiture shall be in any manner invalidated by an omission or neglect to give such notice or to make such entry as aforesaid.

39. Notwithstanding any such forfeiture as aforesaid, the Board may at any time before the forfeited share has been otherwise disposed of annul the forfeiture upon the terms of payment of all calls and interest due thereon and all expenses incurred in respect of the share, and upon any further or other terms as it thinks fit.

40. Every share which shall be forfeited may be sold, reallotted, or otherwise disposed of, either to the person who was before forfeiture the holder thereof or entitled thereto, or to any other person, upon such terms and in such manner as the Board may think fit, and whether with or without all or any part of the amount previously paid on the share being credited as paid. The Board may, if necessary, authorise some person to transfer a forfeited share to any such other person as aforesaid.

41. A person whose share has been forfeited shall cease to be a Member in respect of the forfeited share but shall, notwithstanding, be liable to pay to the Company all calls made and not paid on such share at the time of forfeiture, with interest thereon from the day appointed for payment to the date of actual payment at such rate not exceeding 10 per cent. per annum as the Board shall think fit, in the same manner in all respects as if the share had not been forfeited, and to satisfy all the claims and demands which the Company might have enforced in respect of the share at the time of forfeiture without any deduction or allowance for the value of the share at the time of forfeiture.

42. A statutory declaration in writing that the declarant is a Director or the Secretary of the Company, and that a share has been duly forfeited in pursuance of these Articles, and stating the date upon which it was forfeited, shall be, as against all persons claiming to be entitled to the share, conclusive evidence of the facts therein stated, and such declaration, together with a certificate of

proprietorship of the share under the Seal delivered to a purchaser or allottee thereof, shall (subject to the execution of any necessary transfer) constitute a good title to the share, and the new holder of the share shall be discharged from all calls made prior to such purchase or allotment, and shall not be bound to see to the application of the purchase money, nor shall his title to the share be affected by any omission, irregularity or invalidity in or relating to or connected with the proceedings in reference to the forfeiture, sale, reallotment or disposal of the share.

TRANSFER OF SHARES AND REGISTRATION

43. Subject to the restrictions of these Articles, any Member may transfer all or any of his shares by instrument of transfer, but every transfer must be in writing in the usual common form and must be lodged at the Office, accompanied by the certificate for the shares to be transferred, and such other evidence as the Board may require to prove the title of the intending transferor.

44. The instrument of transfer of a share shall be executed both by the transferor and the transferee, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof.

45. The Board may, in its discretion, and without assigning any reason therefor, refuse to register the transfer of any share not fully paid up to any person whom it shall not approve as transferee. The Board may also refuse to register any transfer of a share on which the Company has a lien.

46. No transfer of any share shall be made to an infant, bankrupt, or person of unsound mind.

47. If the Board refuses to register a transfer of any shares, it shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal, as required by Section 78 of the Act.

48. No payment shall be required by the Company for registration of a transfer, probate, letters of administration, certificate of marriage or death, power of attorney, or other document relating to or affecting the title to any share or for making any entry in the Register affecting the title to any share.

As amended by Special Resolution passed on 5th June, 1970.

49. Subject to the provisions of Section 115 of the Act, the registration of transfers may be suspended at such times and for

such periods as the Board may from time to time determine, provided that such registration shall not be suspended for more than thirty days in any year.

TRANSMISSION OF SHARES

50. In the case of the death of a Member, the survivors or survivor, where the deceased was a joint holder, or the legal personal representatives of the deceased where he was a sole or only surviving holder, shall be the only persons recognised by the Company as having any title to his shares, but nothing herein contained shall release the estate of a deceased holder (whether sole or joint) from any liability in respect of any share solely or jointly held by him.

51. Any person becoming entitled to a registered share in consequence of the death or bankruptcy of a Member, upon producing such evidence of title as the Board shall require, and subject as hereinafter provided, may elect either to be registered himself as holder of the share or to have some person nominated by him registered as the holder thereof.

52. If the person so becoming entitled shall elect to be registered himself, he shall deliver or send to the Company a notice in writing signed by him and stating that he so elects. If he shall elect to have another person registered, he shall testify his election by executing to that person a transfer of the share. All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfer of shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the Member had not occurred and the notice or transfer were a transfer signed by that Member.

53. A person entitled to a share by transmission shall be entitled to receive and give a discharge for any dividends or other moneys payable in respect of the share, but he shall not be entitled in respect of it to receive notices of or to attend or vote at meetings of the Company, or (save as aforesaid) to exercise any of the rights or privileges of a Member unless and until he shall become registered as a Member in respect of the share; provided always that the Company may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days the Company may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the share until the requirements of the notice have been complied with.

GENERAL MEETINGS

54. An Annual General Meeting of the Company shall be held in each year in addition to any other Meetings which may be held in that year, and such meeting shall be specified as the Annual General Meeting in the notices calling it. Not more than fifteen months shall elapse between the date of one Annual General Meeting and the date of the next. The Annual General Meeting shall be held at such time and place as the Board shall appoint.

55. All General Meetings of the Company other than Annual General Meetings shall be called Extraordinary General Meetings.

56. The Board may call an Extraordinary General Meeting whenever it thinks fit. Extraordinary General Meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided by the Statutes.

57. Twenty-one clear days' notice at least of every Annual General Meeting and of every Extraordinary General Meeting at which it is proposed to pass a Special Resolution and fourteen clear days' notice at least of every other Extraordinary General Meeting shall be given in manner hereinafter mentioned to such Members as are under the provisions of these Articles entitled to receive such notices from the Company and to the Auditors of the Company. Every notice of meeting shall be in writing and shall specify the place, day and hour of meeting and, in case of special business, the general nature of such business and shall also state with reasonable prominence that a Member entitled to attend and vote at the meeting is entitled to appoint one or more proxies to attend and vote instead of him and that a proxy need not be a Member. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given. In the case of a meeting convened for passing a Special or Extraordinary Resolution the notice shall specify the intention to propose the Resolution as a Special or Extraordinary Resolution as the case may be.

58. A Meeting of the Company shall notwithstanding that it is called by shorter notice than that specified in the last preceding Article be deemed to have been duly called if it is so agreed by such Members as are prescribed in that behalf by the Statutes.

59. The Company shall comply with the provisions of the Statutes as to giving notice of resolutions and circulating statements on the requisition of Members.

60. The accidental omission to give notice of any meeting to, or the non-receipt of notice of any meeting by, any person entitled to receive notice shall not invalidate any resolution of or proceeding at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

61. All business shall be deemed special that is transacted at an Extraordinary General Meeting. All business that is transacted at an Annual General Meeting shall also be deemed special, with the exception of declaring a dividend, the consideration of the accounts and balance sheet and the reports of the Directors and Auditors and any other documents annexed to the balance sheet, the election of Directors in the place of those retiring and the appointment of and the fixing of the remuneration of the Auditors.

62. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. For all purposes the quorum shall be not less than three Members present in person and entitled to attend and vote at the Meeting.

63. The Chairman of the Board shall preside at every General Meeting, but if there be no such Chairman, or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to preside, the Deputy-Chairman of the Board shall preside, or if there be no such Deputy Chairman, or if he be not present within such period, or shall be unwilling to preside, the Directors present shall choose some Director, or if no Director be present, or if all the Directors present decline to take the chair, the Members present shall choose one of themselves to be Chairman of the meeting.

64. If within thirty minutes from the time appointed for the holding of a General Meeting a quorum is not present, the meeting, if convened on the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to such time and place as the Chairman of the Meeting shall decide and if at such adjourned meeting a quorum is not present within thirty minutes from the time appointed for holding the meeting, the persons present shall be a quorum.

65. The Chairman may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn any meeting from time to time and from place to place, as the meeting shall determine. Whenever a meeting is adjourned for twenty-eight days or more notice of the adjourned meeting shall be

given in the same manner as of an original meeting. Save as aforesaid, no Member shall be entitled to any notice of an adjournment or of the business to be transacted at an adjourned meeting. No business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place.

66. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless before or upon the declaration of the result of the show of hands a poll be demanded by the Chairman or (subject to the provisions of the Statutes) in writing by not less than three Members present in person or by proxy and entitled to vote or by any Member or Members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting or by a Member or Members holding shares in the Company conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right. Unless a poll be so demanded and the demand be not withdrawn a declaration by the Chairman of the Meeting that a resolution has on a show of hands been carried, or carried unanimously or by a particular majority, or lost, or not carried by a particular majority, shall be conclusive, and an entry to that effect in the minute book of the Company shall be conclusive evidence thereof, without proof of the number or proportion of the votes recorded in favour of or against such resolution. The demand for a poll may be withdrawn.

67. If a poll be demanded in manner aforesaid and the demand be not withdrawn, it shall be taken at such time (not being more than thirty days from the date of the meeting) and place and in such manner as the Chairman shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

68. No poll shall be demanded on the election of a Chairman of a meeting or on any question of adjournment.

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

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

71. Every resolution of a General Meeting for the appointment or election of a Director shall relate to one named person and a single resolution for the appointment or election of two or more persons as Directors shall be void.

VOTES OF MEMBERS

72. Subject to any special terms as to voting upon which any shares may be issued or may for the time being be held, upon a show of hands every Member personally present and entitled to vote shall have one vote and upon a poll every Member present in person or by proxy and entitled to vote shall have one vote for every share held by him; provided that

As amended by Special Resolution passed on 31st July, 1956.

(A) The 4 per cent. Preference Shares and the 4 per cent. Second Preference Shares respectively shall confer upon the holders thereof respectively the right to receive notice of and to attend and vote at a general meeting of the Company only if and when at the time of convening such meeting the cumulative preferential dividend on the 4 per cent. Preference Shares or the 4 per cent. Second Preference Shares (as the case may be) is six months in arrear or if the business of the meeting includes the consideration of any resolution directly affecting the special rights and privileges attached to the 4 per cent. Preference Shares or the 4 per cent. Second Preference Shares (as the case may be) or any resolution reducing the capital of the Company or for winding up the Company. For the purposes of this paragraph the cumulative preferential dividend on the 4 per cent. Preference Shares and the 4 per cent. Second Preference Shares shall be deemed to be payable by half-yearly instalments on the 1st day of January and the 1st day of July in each year.

As amended by Special Resolutions passed on 31st July, 1956, 6th July, 1959 and 5th June, 1970.

(B) If upon a poll the holders of any class or classes of shares (other than the Ordinary Shares of 50p each) shall for the time being be entitled to vote the holders of the Ordinary Shares of 50p each present in person or by proxy and entitled to vote shall upon such poll have one vote only for every twelve such Ordinary Shares of 50p each held by them respectively.

73. If any Member be of unsound mind or otherwise incapacitated he may vote by his *curator bonis*, committee, or other legal curator, and such last-mentioned persons may give their votes either personally or by proxy, provided that such evidence as the

Board may require of the authority of the person or persons claiming to vote or to appoint a proxy shall have been deposited at the Office not less than forty-eight hours before the time of the meeting.

74. If two or more persons are jointly entitled to a share, then, in voting upon any question, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other registered holders of the share, and for this purpose seniority shall be determined by the order in which the names stand in the Register.

75. Save as herein expressly provided, no person other than a Member duly registered, and who shall have paid all moneys for the time being due from him and payable to the Company in respect of his shares, shall be entitled to be present at or to vote on any question either personally or by proxy or to be reckoned in a quorum at any General Meeting.

76. Votes may be given either personally or by proxy. On a show of hands a Member (other than a corporation) present only by proxy shall have no vote, but a proxy for or representative of a corporation may vote on a show of hands. A proxy need not be a Member of the Company and a Member may appoint one or more than one person to act as his proxy.

77. If a Member appoints more than one person to act as his proxy the instrument appointing each such proxy shall specify the shares held by the Member in respect of which each such proxy is to vote and no Member may appoint more than one proxy to vote in respect of any one share held by that Member.

78. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the meeting, whose decision shall be final and conclusive.

79. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing, or if such appointor is a corporation either under its common seal or under the hand of some officer or attorney duly authorised in that behalf.

80. A vote given in accordance with the terms of an instrument appointing a proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or transfer

of the share in respect of which it is given, unless previous intimation in writing of the death, insanity, revocation or transfer shall have been received at the Office before the time fixed for holding the meeting.

81. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll and to vote at such poll.

82. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed, or a notarially certified copy thereof, shall be deposited at the Office or at such other place within the United Kingdom as is specified for that purpose in the notice convening the meeting at least forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in such instrument proposes to vote or, in case of a poll, not less than twenty-four hours before the time appointed for the taking of the poll; otherwise the person so named shall not be entitled to vote in respect thereof.

83. Any instrument appointing a proxy shall be in the following form, or as near thereto as circumstances will admit:—

"EAGLE STAR INSURANCE COMPANY LIMITED.

I/We
of ,
(a) Member(s) of EAGLE STAR INSURANCE COMPANY LIMITED, hereby appoint ,
of
and failing him, ,
of ,
as my/our proxy to vote for me/us and on my/our behalf for/against* the resolutions to be proposed at the (Annual *or* Extraordinary *or* Adjourned, *as the case may be*) General Meeting of the Company, to be held on the day of , 19 , and at every adjournment thereof.

Signed this day of , 19 .

*Strike out whichever is not desired. Unless otherwise instructed the proxy will vote as he think fit."

or in such other form as the Board may from time to time approve.

CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS

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

DIRECTORS

85. Until otherwise determined by a General Meeting, the number of Directors shall not be less than five nor more than twenty-five. *As amended by Special Resolution passed on 6th July, 1959.*

86. The Board may from time to time and at any time appoint any person to be a Director either to fill a casual vacancy or by way of addition to the Board provided that the total number of Directors shall not exceed the prescribed maximum. A Director so appointed shall hold office only until the Annual General Meeting following next after his appointment, when he shall retire but shall be eligible for re-election; a Director so retiring shall not be taken into account in determining the number of Directors to retire by rotation at such meeting.

87. The continuing Directors at any time may act, notwithstanding any vacancy in their body; provided always that in case the Directors shall at any time be reduced in number to less than the minimum number fixed by or in accordance with these Articles, it shall be lawful for them to act as Directors for the purpose of filling up vacancies in their body or of summoning a General Meeting of the Company, but not for any other purpose.

88. The shareholding qualification of a Director shall be the holding in his own right alone, and not jointly with any other person, of shares of the Company to the nominal value of £500 and Sections 181 and 182 of the Act shall be duly complied with by every Director.

89. A Director may hold any other office or place of profit under the Company (except that of Auditor) in conjunction with his office of Director and on such terms as to remuneration and

otherwise as the Board shall arrange. Any Director may act by himself or his firm in a professional capacity for the Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director, provided that nothing herein contained shall authorise a Director or his firm to act as Auditor or Auditors to the Company.

90. No Director or intending Director shall be disqualified by his office from contracting with the Company either as vendor, purchaser or otherwise nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested, be liable to be avoided nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relation thereby established, but the nature of his interest shall be declared by him at the meeting of the Board at which the question of entering into the contract or arrangement is first taken into consideration or, if the Director was not at the date of that meeting interested in the proposed contract or arrangement, at the next meeting of the Board held after he became so interested and, in a case where the Director becomes interested in a contract or arrangement after it is made, such declaration shall be made at the first meeting of the Board held after he becomes so interested.

A general notice to the Board by a Director that he is a member of any specified firm or company and is to be regarded as interested in any contract or transaction which may, after the date of the notice, be made with such firm or company shall be a sufficient declaration of interest in relation to such contract or transaction under this Article and, after such general notice, it shall not be necessary to give any special notice relating to any particular contract or transaction with such firm or company, provided that any such general notice shall be of no effect unless either it is given at a meeting of the Board or the Director giving the notice takes reasonable steps to secure that it is brought up and read at the next meeting of the Board after it is given.

A Director shall not vote in respect of any contract or arrangement in which he is so interested and, if he shall do so, his vote shall not be counted, but this prohibition shall not apply to any arrangement for giving any Director any security or indemnity in respect of money lent by him to or obligations undertaken by him for the benefit of the Company nor to any contract by a Director to subscribe for or underwrite shares or debentures of the Company nor to any contract or arrangement with any other company in which he is interested only as an officer of the company or as holder

of shares or other securities nor to any contract between the Company and any other insurance company, nor to any matter connected with the Executive Share Incentive Scheme (other than his own participation therein) which was approved by the Company at an Extraordinary General Meeting held on 28th July, 1971.

This prohibition may at any time be suspended or relaxed by the Company in General Meeting to any extent and either generally or in respect of any particular contract, arrangement or transaction, and any particular contract, arrangement or transaction in contravention of the prohibition may be ratified by the Company in General Meeting.

91. A Director may hold office as a Director, Manager or other officer of or be otherwise interested in any other company of which the Company is a Member or in which the Company is otherwise interested and shall not be liable to account to the Company for any remuneration or other benefits receivable by him from such other company.

92. Subject to the provisions of these Articles the Company may from time to time in General Meeting appoint new Directors and increase or reduce the number of Directors and may also determine in what rotation the increased or reduced number is to go out of office.

93. Without prejudice to the power of the Company under Section 184 of the Act to remove a Director before the expiration of his period of office by Ordinary Resolution, the Company may by Extraordinary Resolution remove any Director before the expiration of his period of office, and may by Ordinary Resolution appoint another Director in his stead. A person appointed in place of a Director so removed shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director.

EXECUTIVE DIRECTORS

94. (A) The Board may from time to time appoint one or more of their body to be an Executive Director under such title and on such terms as to remuneration and otherwise and for such period as they may determine, and a person so appointed is in these Articles referred to as an " Executive Director ".

(B) The appointment of any Director to be an Executive Director shall be subject to termination if he cease from any cause to be a Director, unless the contract or resolution under which he holds office shall expressly state otherwise, but without prejudice to any claim he may have for damages for breach of any contract of service between him and the Company.

95. The Board may entrust to and confer upon any Executive Director any of the powers exercisable by them as Directors upon such terms and conditions and with such restrictions as they think fit, and either collaterally with or to the exclusion of their own powers, and may from time to time revoke, withdraw, alter, or vary all or any of such powers.

96. The Board may in any contract of service provide and may from time to time resolve that the Director appointed an Executive Director by such contract or, as the case may be, that such of the Executive Directors as the Board shall specify in such resolution shall be exempted from retirement by rotation, and any such resolution shall be effective and may at any time be revoked by the Board with respect to any such Director.

POWERS OF BORROWING AND MORTGAGING

97. The Board may exercise all the powers of the Company to raise or borrow money, but so that the aggregate amount at any one time owing in respect of moneys borrowed by the Company and all its subsidiaries (exclusive of inter-company borrowings) shall not without the sanction of the Company in General Meeting exceed one and a half times the amount of the issued and paid up Share Capital of the Company. Nevertheless no lender or other person dealing with the Company shall be concerned to see or enquire whether this limit is observed.

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

POWERS AND DUTIES OF THE BOARD

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

100. The business of the Company shall be managed by the Board, which may exercise all such powers of the Company, and do on behalf of the Company all such acts as may be exercised and done by the Company, and as are not by the Statutes or by these Articles required to be exercised or done by the Company in General Meeting, subject nevertheless to any regulations of these Articles, to the provisions of the Statutes, and to such regulations being not inconsistent with the aforesaid regulations or provisions as may be prescribed by the Company in General Meeting, but no regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.

101. The Board may establish any local boards or agencies for managing any of the affairs of the Company, either in the United Kingdom or elsewhere, and may appoint any persons to be members of such local boards, or any managers or agents, and may fix their remuneration, and may delegate to any local board, manager or agent any of the powers, authorities and discretions vested in the Board (other than the power to make calls), with power to sub-delegate and may authorise the members of any local board, or any of them, to fill any vacancies therein, and to act notwithstanding vacancies, and any such appointment or delegation may be made upon such terms and subject to such conditions as the Board may think fit, and the Board may remove any person so appointed, and may annul or vary any such delegation, but no person dealing in good faith and without notice of any such annulment or variation shall be affected thereby.

102. The Board may from time to time and at any time by power of attorney under the Seal appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Board, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the

Board under these Articles) and for such period and subject to such conditions as it may think fit, and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Board may think fit, and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in him.

103. The Company or the Board on behalf of the Company may exercise all the powers of Section 35 of the Act, relating to the official seals for use abroad, and any such seal shall be affixed by the authority and in the presence of, and the instrument sealed therewith shall be signed by, such persons as the Board shall from time to time by writing under the Seal appoint.

104. The Company may also exercise the powers of Section 119 to 122 inclusive of the Act with reference to the keeping of Dominion Registers, and the Board may (subject to the provisions of those Sections) make and vary such regulations as it may think fit for the keeping of any such Register.

105. (A) The Board may grant such pensions, allowances, gratuities or other benefits to any persons or to the widows or dependants of any deceased persons in respect of services rendered by such persons or deceased persons to the Company as Directors or Managers or in any other offices or employment under the Company as they may from time to time consider expedient in the interest of the Company. Any such pensions or allowances may as the Board considers advisable, be of such amounts and be granted for such periods, either for a life or lives or for a definite period or for a period terminable on the happening of any contingency or event, and generally on such terms and conditions as the Board may think fit, and a pension may be granted to any officer or employee either before or in anticipation of or upon or at any time after actual retirement, and the right of the grantee to receive a pension or benefit so granted shall not be affected by his being appointed or continuing in office as a Director and receiving remuneration as such.

(B) The Board may provide out of the Company's moneys and vest in trustees upon trusts appropriate for the purpose, funds for providing for the payment of any pensions, allowances, gratuities or other benefits granted as aforesaid, and may also establish and contribute out of the Company's moneys to any schemes or funds under which officers and employees of the Company (including Directors holding other offices or employment), their widows or dependants, will or may become entitled to receive pensions,

allowances, life assurances and other benefits on retirement or death after a certain length of service.

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

PROCEEDINGS OF THE BOARD

107. The Board may meet for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit, and determine the quorum necessary for the transaction of business. Unless otherwise determined by the Board three shall be a quorum. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equity of votes the chairman shall have a second or casting vote.

108. The Board may from time to time elect from its members including any Executive Directors a Chairman and one or more Deputy Chairmen and determine the period for which each of them is to hold office respectively. The Chairman, or in his absence, any Deputy Chairman shall preside at its meetings but if no such Chairman or Deputy Chairman be elected or if at any meeting the Chairman or any Deputy Chairman be not present within five minutes after the time appointed for holding the same, the Board shall choose one of its number to be chairman of such meeting.

As amended by Special Resolution passed on 28th May, 1965.

109. The Chairman may, and on the request of a Director the Secretary shall, at any time summon a meeting of the Board. It shall not be necessary to give notice of a meeting of the Board to any Director for the time being absent from the United Kingdom.

110. The Board may delegate any of its powers, including authority to affix the Seal to any document, to Committees consisting of such members (not being less than two in number excluding ex officio members) of its body as it thinks fit. Any Committee so formed shall in the exercise of the powers so delegated conform to any regulations that may from time to time be imposed upon it by the Board. Questions arising at any meeting of a Committee shall be decided by a majority of votes. In the case of an equality of votes the chairman shall have a second or casting vote. The Chairman of the Board shall be an ex officio member of all Committees appointed by the Board.

111. All acts *bona fide* done by any meeting of the Board or of a Committee of the Board, or by any person acting as a Director, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment of any Director or person acting as aforesaid or that they or any of them were disqualified or had ceased to be Directors or a Director, be as valid as if every such person had been duly appointed and was qualified to be and had continued to be a Director.

112. The Board shall cause proper minutes to be made of all General Meetings of the Company and also of all appointments of officers and of the proceedings of all meetings of the Board and Committees of the Board, and of all business transacted at such meetings and a record of the attendances thereat. Any such minutes of any meeting, if purporting to be signed by the chairman of such meeting, or by the chairman of the next succeeding meeting of the Company or of the Board or Committee, shall be conclusive evidence without any further proof of the facts therein stated.

113. A resolution in writing signed by all the Directors for the time being entitled to receive notice of a meeting of the Board shall be as effective for all purposes as a resolution passed at a meeting of the Board duly convened and held and may consist of several documents in the like form each signed by one or more of the Directors.

REMUNERATION OF DIRECTORS

As amended by Special Resolutions passed on 6th July, 1959 and 28th May, 1965.

114. Each of the Directors shall be paid out of the funds of the Company by way of remuneration for his services a yearly sum of £1,000 before deduction of income tax. The Chairman and each Deputy Chairman of the Board shall, in addition, but subject to the provisions of any contract of service between them and the Company be entitled to such yearly sum (if any) as may be fixed by the Directors not exceeding £500 each before deduction of income tax. All remuneration payable to Directors shall be deemed to accrue from day to day and shall be paid by equal quarterly instalments.

115. The Directors shall also be entitled to be repaid all travelling, hotel and other expenses properly and reasonably incurred by them respectively in and about the business of the Company, including their expenses of travelling to and from Board or Committee or General Meetings.

116. The Board may grant special remuneration to any member thereof who shall be appointed to serve on any Committee of the Board or who, at the request of the Board, shall render any special or extra services to the Company, or go or reside abroad in connection with the conduct of any of the affairs of the Company. Such special remuneration may be made payable to such Director in addition to or in substitution for his ordinary remuneration as a Director, and may be payable by way of a lump sum or otherwise as the Board shall determine.

ROTATION AND RETIREMENT OF DIRECTORS

117. At the Annual General Meeting in every year one-fifth of the Directors for the time being (or if their number is not a multiple of five then the number nearest to but not exceeding one-fifth) shall retire from office, provided that an Executive Director for the time being exempted from retirement by rotation under Article 96 hereof shall not be subject to retirement by rotation or be taken into account in determining the rotation of Directors for retirement in any year.

As amended by Special Resolution passed on 31st May, 1962.

118. The Directors to retire at the Annual General Meeting in every year shall be the Directors who have been longest in office since their last election. As between Directors of equal seniority, the Directors to retire shall in the absence of agreement be selected from among them by lot. A retiring Director shall be eligible for re-election and shall act as a Director throughout the meeting at which he retires.

119. (A) No Director shall be required to vacate his office under an age limit prior to his having attained the age of 75 years and any Director retiring from office under the provisions of these Articles shall be capable of being re-appointed as a Director at any time prior to his having attained the age of 75 years. No special notice shall be required of any resolution re-appointing a Director prior to his having attained the age of 75 years nor shall it be necessary to give to the Members notice of the age of any Director under the age of 75 years proposed to be re-appointed as a Director.

(B) A Director shall vacate his office at the conclusion of the Annual General Meeting of the Company next after he attains the age of 75 years. Any Director so vacating office may, by Ordinary Resolution of the Company, be re-appointed a Director for such period and on such terms as the Company shall by such resolution determine and upon such re-appointment he shall be deemed, for the purpose of ascertaining his retirement by rotation, to be a Director newly appointed at the time of the passing of such resolution unless

such resolution shall otherwise provide. Special notice of such resolution shall be given and the notice thereof given to Members shall state the age of the Director proposed to be re-appointed. If a Director who has been re-appointed as aforesaid subsequently retires from office, the foregoing provisions of this paragraph relating to his re-appointment shall apply in like manner to any further re-appointment.

(C) Paragraphs (A) and (B) of this Article shall not apply to any Director who was in office on the 12th day of June, 1947. No such Director shall be required to vacate his office under an age limit at any time and any such Director retiring from office under the provisions of these Articles shall be capable of being re-appointed as a Director at any time. No special notice shall be required of any resolution re-appointing any such Director nor shall it be necessary to give to the Members notice of the age of any such Director proposed to be re-appointed as a Director.

(D) Any acts done by a person as a Director shall be valid notwithstanding that it is afterwards discovered that his appointment had terminated by virtue of his having attained any specified age.

120. Subject to any Resolution for reducing the number of Directors, the Company may at the meeting at which a Director retires in manner aforesaid, fill the vacated office by electing a person thereto.

121. No person other than a Director retiring at the meeting shall, unless recommended by the Board for election, be eligible for election to the office of Director at any General Meeting unless, within the prescribed time before the day appointed for the meeting, there shall have been given to the Secretary notice in writing by some Member duly qualified to be present and vote at the meeting for which such notice is given of his intention to propose such person for election, and also notice in writing, signed by the person to be proposed, of his willingness to be elected. The prescribed time above mentioned shall be such that, between the date when the notice is served or deemed to be served, and the day appointed for the meeting there shall be not less than four nor more than twenty-one clear intervening days.

122. If, at any meeting at which an election of Directors ought to take place, the place of any retiring Director is not filled up, such retiring Director shall, if willing to act, be deemed to have been re-elected, unless at such meeting it shall be determined to reduce the number of Directors or a resolution for the re-election of such retiring Director shall have been put to the meeting and not carried.

DISQUALIFICATION OF DIRECTORS

123. The office of a Director shall be vacated:—

(A) If he becomes bankrupt or makes any arrangement or composition with his creditors.

(B) If he becomes of unsound mind or physically or mentally incapable of performing the functions of a Director and the Board shall resolve that he is so disqualified.

(C) If he ceases to be a Director under the provisions of the Statutes as to the acquiring and holding by Directors of their qualification.

(D) If he absents himself from the meetings of the Board during a continuous period of six months without special leave of absence from the Board, and the Board shall resolve that he is so disqualified.

(E) If he is prohibited from being a Director by reason of any provision of the Statutes.

(F) If, subject to the terms of any contract between him and the Company, by notice in writing to the Company he resigns his office.

(G) If without the sanction of the Board he be or becomes a Director, Auditor or other officer of or in any other Company carrying on all or any of the branches of the business for the time being carried on by the Company.

(H) If, in writing by all the other Directors, he be requested to resign.

THE SEAL

124. (A) The Board shall provide for the safe custody of the Seal which shall be used only by the authority of the Board or of a committee of the Board authorised by the Board in that behalf and save as hereinafter provided every instrument to which the Seal shall be affixed shall be autographically signed by a Director and shall be countersigned by the Secretary or by some other person appointed by the Board for the purpose. The Board may by resolution determine either generally or in any particular case or cases that:—

As amended by Special Resolutions passed on 31st May, 1957 and 31st May, 1962.

(i) when the Seal is affixed to any certificate or other document of title in respect of any Share, Stock, Debenture or any other security of the Company either (a) all or any of

the signatures may be affixed by a mechanical method under the control of the Auditors, Transfer Auditors or Bankers of the Company or (b) such certificates or other documents of title need not be signed by any person if the method or system of affixing the Seal thereto is approved by (or the certificates or other documents of title have been approved for sealing by) the Auditors, Transfer Auditors or Bankers of the Company;

(ii) where the Seal is required to be affixed to any share transfer, form of acceptance or any other instrument whereby title to Shares, Stocks, Debentures or other securities in any other Company is transferred to or by the Company every such instrument may be signed by such person or persons as the Board may determine.

Provided that the Board may by resolution determine either generally or in any particular case or cases that the signature of any Director or of the Secretary or such other person as shall be appointed by the Board may be applied to certificates under the Seal for shares, debentures or any other security of the Company by some mechanical means which is controlled by the auditors, transfer auditors or bankers of the Company.

(B) All policies, contracts of assurance, bonds, guarantees, indemnities, consents and undertakings may be in such form and contain such powers, provisos, conditions, covenants, clauses and agreements as the Board shall think fit, and it shall not be necessary for the same or any of them to be sealed with the Seal but the same and any other deeds and documents, which the Board resolve shall not be sealed, shall be signed by the Secretary or such other person or persons and in such manner as the Board may from time to time determine.

SECRETARY

125. The Board shall from time to time appoint and may remove a Secretary or Joint Secretaries and may appoint and remove one or more Assistant Secretaries.

126. A provision of the Act or these Articles requiring or authorising a thing be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary, but any such provision requiring or authorising a thing to be done by or to the Secretary shall be satisfied by its being done by or to any one Joint or Assistant Secretary.

DIVIDENDS AND RESERVE

127. Subject to any preferential or other special rights for the time being attached to any special class of shares, the profits of the Company which shall from time to time be determined to be distributed by way of dividend shall be applied in payment of dividends upon the shares of the Company.

128. All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.

129. The Company in General Meeting may from time to time declare dividends, but no such dividend shall (except as by the Statutes expressly authorised) be payable otherwise than out of the profits of the Company. No higher dividend shall be paid than is recommended by the Board, and the declaration of the Board as to the amount of the profits at any time available for dividend shall be conclusive. The Board may if it thinks fit and if in its opinion the position of the Company justifies such payment, from time to time declare and pay an interim dividend or pay any preferential dividends which are payable on fixed dates.

130. With the sanction of a General Meeting, dividends may be paid wholly or in part in specie and may be satisfied in whole or in part by the distribution amongst Members, in accordance with their rights, of fully-paid shares, debentures or other securities of the Company or of any other company, or of any other property suitable for distribution as aforesaid. The Board shall have full liberty to make all such valuations, adjustments and arrangements and to issue all such certificates or documents of title as may in its opinion be necessary or expedient with a view to facilitating the equitable distribution amongst the Members of any dividends or portions of dividends to be satisfied as aforesaid or to giving them the benefit of their proper shares and interests in the property and no valuation, adjustment or arrangement so made shall be questioned by any Member.

131. Any dividend, instalment of dividend or interest or other moneys payable in cash in respect of any share may be paid by cheque or warrant payable to the order of the Member or person entitled thereto, or (in the case of joint holders) of that Member or person whose name stands first on the Register in respect of the joint holding.

Every such cheque or warrant shall (unless otherwise directed) be sent by post to the last registered address of the Member or person entitled thereto, and the receipt of the person whose name appears on the Register as the owner of any share, or, in the case of joint holders, of any one of such holders, or of his or their agent duly appointed in writing, shall be a good discharge to the Company for the same. Every such cheque or warrant shall be sent at the risk of the person entitled to the money represented thereby. No unpaid dividend or interest as aforesaid shall bear interest against the Company.

132. The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks proper as a reserve fund or reserve funds which shall at the discretion of the Board be applicable for meeting contingencies or for repairing or maintaining any works connected with the business of the Company, or for any other purposes for which the profits of the Company may lawfully be applied, or shall, with the sanction of the Company in General Meeting, be as to the whole or in part applicable for equalising dividends, or for distribution by way of special dividend, and pending such application the Board may apply the sums from time to time so set apart as aforesaid in the business of the Company or invest the same in such securities, other than the shares of the Company, as it may select. The Board may also from time to time carry forward such sums as it may deem expedient in the interests of the Company not to divide.

133. The Board may deduct from any dividend or other moneys payable in respect of any shares held by a Member, either alone or jointly with any other Member, all such sums of money (if any) as may be due and payable by him either alone or jointly with any other person to the Company on account of calls or howsoever otherwise.

134. The payment by the Board of any unclaimed dividend or other moneys payable on or in respect of a share into a separate bank account shall not constitute the Company a trustee in respect thereof and any dividend unclaimed after a period of twelve years from the date of declaration of such dividend shall be forfeited and shall revert to the Company.

As amended by Special Resolutions passed on 31st July, 1956 and 28th July, 1971.

CAPITALISATION OF RESERVES AND PROFITS

135. Subject to the provisions of the Act relating to any capital redemption reserve fund or any share premium account the Company

in General Meeting may upon the recommendation of the Board at any time and from time to time when no dividend on any Preference Shares is in arrear pass a Resolution that any sum (*a*) for the time being standing to the credit of any reserve fund or reserve account of the Company, including premiums received on the issue of any shares or debentures of the Company, or (*b*) being undivided net profits in the hands of the Company, be capitalised, and that such sum be appropriated as capital to and amongst the Ordinary shareholders in the proportions in which they would have been entitled thereto if the same had been distributed by way of dividend on the Ordinary Shares (treating, for the purposes of this Article only, partly paid Ordinary Shares as if they were fully paid and entitled to rank for all dividends declared or paid in respect of the Ordinary Shares of the Company) and in such manner as the Resolution may direct, and such Resolution shall be effective; and the Board shall in accordance with such Resolution apply such sum in paying up in full any unissued shares or debentures of the Company on behalf of the Ordinary shareholders aforesaid, and appropriate such shares or debentures to, and distribute the same, credited as fully paid up, amongst such shareholders in the proportions aforesaid, in satisfaction of the shares and interests of such shareholders in the said capitalised sum, or shall apply such sum or any part thereof on behalf of the shareholders aforesaid in paying up the whole or part of any uncalled balance which shall for the time being be unpaid in respect of any issued Ordinary Shares held by such shareholders or otherwise deal with such sum as directed by such Resolution.

Where any difficulty arises in respect of any such distribution the Board may settle the same as it thinks expedient, and in particular it may issue fractional certificates, fix the value for distribution of any fully paid up shares or debentures, make cash payments to any shareholders on the footing of the value so fixed in order to adjust rights, and vest any such shares or debentures in trustees upon such trusts for or for the benefit of the persons entitled to share in the appropriation and distribution as may seem just and expedient to the Board. When deemed requisite a proper contract for the allotment and acceptance of any shares to be distributed as aforesaid shall be delivered to the Registrar of Companies for registration in accordance with Section 52 of the Act, and the Board may appoint any person to sign such contract on behalf of the persons entitled to share in the appropriation and distribution and such appointment shall be effective.

For the purpose of this Article, the preferential dividend on Preference Shares shall be deemed to be in arrear if not paid on the usual half-yearly dates.

ACCOUNTS AND AUDIT

136. The Board shall cause proper accounts to be kept and the provisions of the Statutes in this regard shall be complied with. The books of account shall be kept at the Office, or subject to Section 147 (3) of the Act at such other place or places as the Board shall think fit, and shall always be open to the inspection of any Director.

137. The Board shall from time to time determine whether in any particular case or class of cases or generally and to what extent and at what times and places and under what conditions or regulations (subject to the provisions of the Act) the accounts and books of the Company, or any of them, shall be open to the inspection of Members, and no Member (not being a Director) shall have any right of inspection any account or book or document of the Company, except as conferred by Statute or authorised by the Board or by a resolution of the Company in General Meeting.

138. The Board shall from time to time in accordance with Sections 148, 150 and 157 of the Act cause to be prepared and to be laid before the Company in General Meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in those Sections.

139. A printed copy of the said balance sheet, accounts and reports shall twenty-one days at least before the date of the meeting be delivered or sent by post to every Member and debenture holder of the Company or in the case of a joint holding to that Member or debenture holder (as the case may be) whose name stands first in the appropriate register in respect of the joint holding and to the Auditors of the Company and three copies shall at the same time be sent to the Secretary of the Share and Loan Department, The Stock Exchange, London. The Auditors' report shall be read at the meeting. No accidental non-compliance with the provisions of this Article shall invalidate the proceedings at the meeting.

140. The provisions of the Statutes as to the appointment, powers and rights, remuneration and duties of the Auditors shall be complied with.

NOTICES

141. A notice or other document may be served by the Company upon any Member either personally or by sending it through the post in a prepaid letter addressed to such Member at his registered address as appearing in the Register.

142. Any such notice or other document if served by post shall be deemed to have been served on the day following that on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice or document was properly addressed and posted as a prepaid letter or prepaid registered letter as the case may be.

143. All notices directed to be given to the Members shall with respect to any share to which persons are jointly entitled be given to whichever of such persons is named first in the Register, and notice so given shall be sufficient notice to all the holders of such share.

144. Any Member described in the Register by an address not within the United Kingdom who shall from time to time give the Company an address within the United Kingdom at which notices may be served upon him shall be entitled to have notices served upon him at such address, but save as aforesaid no Member other than a registered Member described in the Register by an address within the United Kingdom shall be entitled to receive any notice from the Company.

145. Any summons, notice, order or other document required to be sent to or served upon the Company, or upon any officer of the Company, may be sent or served by leaving the same or sending it through the post in a prepaid registered letter addressed to the Company, or to such officer, at the Office.

WINDING UP

146. If the Company shall be wound up, the Liquidator may, with the sanction of an Extraordinary Resolution, divide among the Members in specie any part of the assets of the Company and any such division may be otherwise than in accordance with the existing rights of the Members, but so that if any division is resolved on otherwise than in accordance with such rights the Members shall have the same right of dissent and consequential rights as if such resolution were a Special Resolution passed pursuant to Section 287 of the Act. A Special Resolution sanctioning a transfer or sale to another company duly passed pursuant to the said Section may in like manner authorise the distribution of any shares or other consideration receivable by the Liquidator amongst the Members otherwise than in accordance with their existing rights, and any such determination shall be binding upon all the Members, subject to the right of dissent and consequential rights conferred by the said Section.

147. If the Company shall be wound up and the assets available for distribution shall be insufficient to pay the whole of the paid-up capital, such assets shall be distributed so that as nearly as may be the losses shall be borne by the Members in proportion to the capital paid up or which ought to have been paid up at the commencement of the winding up on the shares held by them respectively, other than amounts paid up in advance of calls. This Article is to be without prejudice to the rights of the holders of shares issued upon special conditions.

SECRECY

148. No member or General Meeting or other Meeting of Members shall be entitled to require discovery of or any information respecting any detail of the Company's trading, or any matter which is or may be in the nature of a trade secret, mystery of trade or secret process, or which may relate to the conduct of the business of the Company which in the opinion of the Board it would be inexpedient in the interest of the Company to communicate to the public.

INDEMNITY

149. Every Director, Executive Director, Agent, Auditor, Secretary or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities (including any such liability as is mentioned in paragraph (*b*) of the proviso to Section 205 of the Act) which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by the said Section.

APPENDIX

EAGLE STAR INSURANCE COMPANY LIMITED

The following are copies of Special Resolutions and other Resolutions altering the capital of the Company from 31st July, 1956 to date, and of the Executive Share Incentive Scheme and the Share Option Scheme.

No. 82051

Eagle Star Insurance Company Limited

At an EXTRAORDINARY GENERAL MEETING of the above-named Company duly convened and held at Wimborne House, 22, Arlington Street, London, S.W.1, on the 31st day of July, 1956, the following Resolutions were duly passed as SPECIAL RESOLUTIONS:—

RESOLUTIONS

1. THAT the Scheme of Arrangement between the Company and (i) the holders of its Preferred Ordinary Shares of £3 each (ii) the holders of its Ordinary Shares of £3 each (iii) the holders of its fully-paid Ordinary Shares of 10s. each and (iv) the holders of its partly-paid Ordinary Shares of 10s. each (a print whereof has been produced to this Meeting and for the purpose of identification subscribed by the Chairman) be approved with such modification (if any) therein as the Court may approve or impose and that the Board of Directors be authorised and directed to take all necessary steps and proceedings for carrying the said Scheme into effect.

2. THAT subject to and upon the Scheme becoming operative as provided by paragraph 8 thereof the capital of the Company be reduced from £5,500,000 divided into 1,000,000 4 per cent. Cumulative Preference Shares of £1 each 1,000,000 4 per cent. Second Cumulative Preference Shares of £1 each 615,514 Preferred Ordinary Shares of £3 each 157,892 Ordinary Shares of £3 each 2,313,564 Ordinary Shares of 10s. each and 23,000 unclassified Shares of £1 each to £3,289,501 divided into 1,000,000 4 per cent. Cumulative Preference Shares of £1 each 1,000,000 4 per cent. Second Cumulative Preference Shares of £1 each 615,514 Preferred Ordinary Shares of 1s. each 2,471,450 Ordinary Shares of 10s. each 6 Ordinary Shares of 1s. each and 23,000 unclassified Shares of £1 each and that such reduction be effected by

(*a*) cancelling paid-up capital to the extent of 5s. per share on each of the Preferred Ordinary Shares of £3;

(*b*) extinguishing the liability in respect of uncalled capital to the extent of 54s. per share on each of the Preferred Ordinary Shares of £3;

(*c*) extinguishing the liability in respect of uncalled capital to the extent of 50s. per share on each of the Ordinary Shares of £3;

(*d*) extinguishing the liability in respect of uncalled capital to the extent of 9s. per share on each of the 6 partly-paid Ordinary Shares of 10s.;

(*e*) reducing the nominal amount of each of the Preferred Ordinary Shares of £3 from £3 to 1s.;

(*f*) reducing the nominal amount of each of the Ordinary Shares of £3 from £3 to 10s.;

(*g*) reducing the nominal amount of each such 6 Ordinary Shares of 10s. from 10s. to 1s.

3. THAT subject to and upon such reduction as aforesaid taking effect the preferential and special rights and privileges attached to the said 615,514 Preferred Ordinary Shares of 1s. each resulting from such reduction shall be abrogated as on and from the 1st July, 1956, but without prejudice to and so as not to affect the half-yearly dividend declared on the Preferred Ordinary Shares in respect of the first six months of 1956 and paid on the 2nd July, 1956, and

(*a*) all such 615,514 Preferred Ordinary Shares of 1s. each be converted into 615,514 Ordinary Shares of 1s. each in the capital of the Company so as to form with the 6 Ordinary Shares of 1s. each resulting from the said reduction 615,520 Ordinary Shares of 1s. each all ranking for dividend as from the 1st January, 1956, and entitled to participate as if fully paid up on and at all times since such date in all dividends declared on Ordinary Shares on or after the 1st July, 1956, but not entitled to participate in any interim or other dividend declared prior to such 1st July, 1956, whether payable on such date or prior or subsequent thereto;

(*b*) Every ten of the 615,520 Ordinary Shares of 1s. each resulting from such reduction and conversion be consolidated into one Ordinary Share of 10s. ranking for and entitled as to dividend as aforesaid but otherwise ranking *pari pasu* in all respects with the existing fully paid Ordinary Shares of 10s. each; and the Board of Directors be authorised and directed to settle any difficulty which may arise with regard to such consolidation and to determine which of such shares are consolidated into each consolidated share and in the case of shares registered in the name of one Member being consolidated with shares registered in the name of another Member to make such arrangements for the sale of the consolidated share and to sell the same to such

person or persons and at such price as the Board may in its absolute discretion think fit and to distribute the net proceeds of sale among the holders of such fractional holdings rateably in accordance with their rights and interests in the consolidated share so sold and to appoint some person to transfer to the purchaser or purchasers thereof the shares so sold and such appointment and any transfer executed in pursuance thereof shall be effective and do all such other acts and things (if any) necessary to carry this Resolution into effect.

4. THAT further subject to and upon such reduction as aforesaid taking effect

(*a*) each of the 23,000 unclassified Shares of £1 be sub-divided into two unclassified Shares of 10s. each and

(*b*) the share capital of the Company be increased to its former amount of £5,500,000 by the creation of 3,466,998 Ordinary Shares of 10s. each and 954,000 unclassified Shares of 10s. each.

5. THAT the persons who at the close of business on the day before the day on which the Scheme becomes operative are the holders of Preferred Ordinary Shares be paid within two months of the Scheme becoming operative a special non-recurring dividend of 1½d. (less income tax) per Preferred Ordinary Share so held by them respectively.

6. THAT further subject to and upon such reduction as aforesaid taking effect the Articles of Association of the Company be altered:—

(*a*) by deleting therefrom the first sentence of Article 3 thereof and substituting therefor in the said Article 3 the following new first sentence (that is to say):—"The share capital of the Company at the date upon which the resolution for the inclusion of this sentence in the Company's Articles takes effect is £5,500,000 divided into 1,000,000 4 per cent. Preference Shares of £1 each 1,000,000 4 per cent. Second Preference Shares of £1 each 6,000,000 Ordinary Shares of 10s. each and 1,000,000 unclassified Shares of 10s. each."

(*b*) by deleting therefrom paragraph (C) of the said Article 3.

(*c*) by deleting therefrom paragraph (A) of Article 72 and substituting therefor and in its place in the said Article 72 the following new paragraph (A) (that is to say):—

"(A). The 4 per cent. Preference Shares and the 4 per cent. Second Preference Shares respectively shall confer upon the holders thereof respectively the right to receive notice of and to attend and vote at a general meeting of the Company only if and when at the time of convening such meeting the cumulative preferential dividend on the 4 per cent. Preference Shares or the 4 per cent. Second Preference Shares (as the case

may be) is six months in arrear or if the business of the meeting includes the consideration of any resolution directly affecting the special rights and privileges attached to the 4 per cent. Preference Shares or the 4 per cent. Second Preference Shares (as the case may be) or any resolution reducing the capital of the Company or for winding up the Company. For the purposes of this paragraph the cumulative preferential dividend on the 4 per cent. Preference Shares and the 4 per cent. Second Preference Shares shall be deemed to be payable by half-yearly instalments on the 1st day of January and the 1st day of July in each year."

(*d*) by deleting from paragraph (B) of the said Article 72 the words " and the Ordinary Shares of £3 each (10s. paid) " at present appearing therein, and

(*e*) by deleting from the first paragraph and from the last paragraph of Article 135 the words " or Preferred Ordinary Shares " at present appearing in both such paragraphs.

7. THAT as recommended by the Board of Directors subject to and upon such reduction as aforesaid taking effect the sum of £1,196,122 being part of the sum standing to the credit of the Company's General Reserve Fund be capitalised and appropriated as capital to and amongst the persons who at the close of business in the seventh day following the date on which the scheme shall become operative will be the registered holders of the 2,392,244 Ordinary Shares of 10s. each of the Company in the proportions they would have been entitled thereto had the same been then distributed by way of dividend and accordingly the Board be authorised and directed to apply such sum in paying up in full 2,392,244 new Ordinary Shares of 10s. each of the Company on behalf of such person and to appropriate such new Ordinary Shares to and distribute the same ranking for and entitled as to dividend as hereinafter mentioned and credited as fully paid amongst such persons in the proportion of one new fully-paid Ordinary Share for each Ordinary Share then to be registered in their names respectively in satisfaction of the shares and interest of such persons in the said capitalised sum and to do all other acts and things (if any) necessary or requisite for the purpose of carrying this resolution into effect. Such new Ordinary Shares shall rank for dividend as from the 1st January, 1956, and be entitled to participate as if fully paid on and at all times since such date in all dividends declared on Ordinary Shares on or after the 1st July, 1956, but shall not be entitled to participate in any interim or other dividend declared prior to such 1st July, 1956, whether payable on such date or prior or subsequently thereto.

B. E. S. MOUNTAIN,

Chairman.

No. 82051

Eagle Star Insurance Company Limited

At an ANNUAL GENERAL MEETING of the above-named Company duly convened and held at Wimborne House, 22, Arlington Street, London, S.W.1, on the 31st day of May, 1957, the following Resolution was duly passed as a SPECIAL RESOLUTION:—

RESOLUTION

THAT the Articles of Association of the Company be altered:—

(i) by deleting from Article 22 the words "under the Seal autographically signed by at least one Director and the Secretary or such other person as may be appointed by the Board."

(ii) by adding at the end of paragraph (A) of Article 124 the words "Provided that the Board may by resolution determine either generally or in any particular case or cases that the signature of any Director or of the Secretary or such other person as shall be appointed by the Board may be applied to certificates under the Seal for shares, debentures or any other security of the Company by some mechanical means which is controlled by the auditors, transfer auditors or bankers of the Company."

B. E. S. MOUNTAIN,
Chairman.

No. 82051

Eagle Star Insurance Company Limited

At an EXTRAORDINARY GENERAL MEETING of the above-named Company duly convened and held at the offices of the Company at Wimborne House, 22 Arlington Street, London, S.W.1, on Monday the 6th day of July, 1959, the following Resolutions were duly passed, those numbered 1, 2 and 3 as ORDINARY RESOLUTIONS and that numbered 4 as a SPECIAL RESOLUTION:—

RESOLUTIONS

1. THAT the 1,000,000 unclassified Shares of 10s. each in the capital of the Company, none of which has been issued, be designated Ordinary Shares.

2. THAT the capital of the Company be increased to £14,000,000 by the creation of 17,000,000 new Ordinary Shares of 10s. each.

3. THAT as recommended by the Board of Directors and subject to completion by the 5th October, 1959, of the issue of a further 1,200,000 Ordinary Shares of 10s. each and to the sums hereinafter mentioned standing by that date to the credit of the Company's Capital Reserve Account the sum of £3,600,000, being the sum of £143,964 10s. representing amounts other than share premiums standing to the credit of the Company's Capital Reserve Account and the sum of £3,456,035 10s. standing to the credit of the said Capital Reserve Account in respect of share premiums, be capitalised and appropriated as capital to and amongst the persons who at the close of business on the 5th day of October, 1959, will be the registered holders of the 7,200,000 Ordinary Shares of 10s. each of the Company in the proportions in which they would have been entitled thereto if the same had been then distributed by way of dividend on the said Ordinary Shares, and that accordingly the Board be authorised and directed to apply such sum in paying up in full 7,200,000 of the unissued Ordinary Shares

of 10s. each of the Company on behalf of such persons and to appropriate such Ordinary Shares to and distribute the same ranking for and entitled as to dividend as hereinafter mentioned and credited as fully paid amongst such persons in the proportion of one such fully paid Ordinary Share for each Ordinary Share then registered in their names respectively in satisfaction of the shares and interests of such persons in the said capitalised sum, and to do all other acts and things (if any) necessary or requisite for the purpose of carrying this resolution into effect. Such Ordinary Shares to be appropriated and distributed as aforesaid shall rank for dividend as from the 1st January, 1959, and be entitled to participate as if fully paid on and at all times since such date in all dividends hereafter declared on Ordinary Shares, but shall not be entitled to participate in the interim dividend on Ordinary Shares already paid on the 1st July, 1959.

4. THAT the Company's Articles of Association be altered in manner following, that is to say: —

(i) by substituting "twelve" in place of "six" in paragraph (B) of Article 72;

(ii) by substituting "twenty-five" in place of "twenty" in Article 85;

(iii) by substituting "£1,000" in place of "£750" in Article 114; and

(iv) by deleting the first sentence of Article 3 and substituting therefor the following sentence: —

> "The share capital of the Company is £14,000,000 divided into 1,000,000 4 per cent. Preference Shares of £1 each, 1,000,000 4 per cent. Second Preference Shares of £1 each and 24,000,000 Ordinary Shares of 10s. each".

B. E. S. MOUNTAIN,
Chairman.

No. 82051

Eagle Star Insurance Company Limited

At an EXTRAORDINARY GENERAL MEETING of the above-named Company duly convened and held at Wimborne House, 22 Arlington Street, London, S.W.1, on Wednesday, the 12th day of October, 1960, the following Resolution was duly passed as a SPECIAL RESOLUTION:—

RESOLUTION

THAT the Share Premium Account of the Company be reduced from £8,165,241 to £4,465,241.

B. E. S. MOUNTAIN,

Chairman.

No. 82051

Eagle Star Insurance Company Limited

At the ANNUAL GENERAL MEETING of the above-named Company duly convened and held at the offices of the Company at Wimborne House, 22, Arlington Street, London, S.W.1, on Thursday, 31st May, 1962, the following Resolution was duly passed as a SPECIAL RESOLUTION:—

RESOLUTION

THAT the Articles of Association of the Company be varied by:—

(1) the deletion from Article 117 of the words " two of the Directors for the time being " and the substitution therefor of the following:—

" one-fifth of the Directors for the time being (or if their number is not a multiple of five then the number nearest to but not exceeding one-fifth) ".

(2) the deletion of paragraph (A) of Article 124 and the substitution therefor of the following:—

" (A) The Board shall provide for the safe custody of the Seal which shall be used only by the authority of the Board or of a committee of the Board authorised by the Board in that behalf and save as hereinafter provided every instrument to which the Seal shall be affixed shall be autographically signed by a Director and shall be countersigned by the Secretary or by some other person appointed by the Board for the purpose. The Board may by resolution determtne either generally or in any particular case or cases that:—

(i) when the Seal is affixed to any certificate or other document of title in respect of any Share, Stock, Debenture or any other security of the Company either (a) all or any of the signatures may be affixed by a mechanical method under the control of the Auditors, Transfer Auditors or Bankers of the Company or (b) such certificates or other documents of title need not be signed by any person if the method or system of affixing the Seal thereto is approved by (or the certificates or other documents of title have been approved for sealing by) the Auditors, Transfer Auditors or Bankers of the Company;

(ii) where the Seal is required to be affixed to any share transfer, form of acceptance or any other instrument whereby title to Shares, Stocks, Debentures or other securities in any other Company is transferred to or by the Company every such instrument may be signed by such person or persons as the Board may determine ".

B. E. S. MOUNTAIN,

Chairman.

No. 82051

Eagle Star Insurance Company Limited

At an ANNUAL GENERAL MEETING of the above-named Company duly convened and held at Wimborne House, 22 Arlington Street, London, S.W.1, on Friday the 28th day of May, 1965, the following Resolution was duly passed as a SPECIAL RESOLUTION:—

RESOLUTION

THAT the Articles of Association of the Company be varied by:—

(1) the deletion of the whole of Article 108 and the substitution therefor of the following Article:—

"108. The Board may from time to time elect from its members including any Executive Directors a Chairman and one or more Deputy Chairmen and determine the period for which each of them is to hold office respectively. The Chairman, or in his absence, any Deputy Chairman shall preside at its meetings but if no such Chairman or Deputy Chairman be elected or if at any meeting the Chairman or any Deputy Chairman be not present within five minutes after the time appointed for holding the same, the Board shall choose one of its number to be chairman of such meeting."

(2) the deletion from Article 114 of the words "The Chairman and the Deputy Chairman of the Board shall" and the substitution therefor of the following:—

"The Chairman and each Deputy Chairman of the Board shall."

B. E. S. MOUNTAIN,

Chairman.

0764

No. 82051

Eagle Star Insurance Company Limited

AT the ANNUAL GENERAL MEETING of EAGLE STAR INSURANCE COMPANY LIMITED held at the offices of the Company at Wimborne House, 22 Arlington Street, London, S.W.1, on Friday the 6th of June, 1969, the following Resolution was duly passed as an ORDINARY RESOLUTION:—

RESOLUTION

"THAT the authorised capital of the Company be increased from £14,000,000 to £25,000,000 by the creation of 22,000,000 new Ordinary Shares of 10s. each."

BRIAN MOUNTAIN,
Chairman.

No. 82051

Eagle Star Insurance Company Limited

At the ANNUAL GENERAL MEETING of Eagle Star Insurance Company Limited held at Wimborne House, 22 Arlington Street, London, S.W.1, on Friday the 5th day of June, 1970 the following Resolution was duly passed as a SPECIAL RESOLUTION:—

RESOLUTION

THAT with effect from 15th February, 1971:

(*a*) The ordinary share capital of the company be divided into shares of 50p each in place of 10s. each.

(*b*) The Articles of Association of the company be altered as follows:

(i) by deleting the first sentence of Article 3 and substituting the following sentence:

"The share capital of the Company is £25,000,000 divided into 1,000,000 4 per cent. Preference Shares of £1 each, 1,000,000 4 per cent. Second Preference Shares of £1 each and 46,000,000 Ordinary Shares of 50p each.";

(ii) by substituting "No payment shall be required by the Company" for "Such fee, not exceeding two shillings and sixpence for each registration, as the Board may from time to time determine, shall be charged" in Article 48; and

(iii) by substituting "50p" for "10s." in Article 72 (b) wherever the latter expression appears.

B. E. S. MOUNTAIN,
Chairman.

No. 82051

Eagle Star Insurance Company Limited

At an EXTRAORDINARY GENERAL MEETING of the above named Company duly convened and held on 28th July, 1971 at Wimborne House, 22 Arlington Street, London S.W.1, the following Resolution was duly passed as a SPECIAL RESOLUTION:—

RESOLUTION

THAT:—

(*a*) The Executive Share Incentive Scheme set out in the Appendix to and summarised in the Circular Letter dated 2nd July, 1971 which accompanied the Notice convening this meeting be and the same is hereby approved, to the intent that such approval shall in so far as is requisite operate by way of alteration of the Articles of Association of the Company;

(*b*) The Directors of the Company be and they are hereby authorised to vote as Directors on any matters connected with the said Executive Share Incentive Scheme (other than their own participation therein) notwithstanding that they may be interested in the same, and the prohibition of interested Directors voting contained in Article 90 of the Articles of Association of the Company be and the same is hereby relaxed to that extent accordingly; and

(*c*) The Articles of Association of the Company be and they are hereby altered by inserting in the thirteenth line of Article 135 after the words "Ordinary Shares", the following words:—

"(treating, for the purposes of this Article only, partly paid Ordinary Shares as if they were fully paid and entitled to rank for all dividends declared or paid in respect of the Ordinary Shares of the Company)"

ALEXANDER ROSS,
Chairman of the Meeting.

[The Appendix referred to above appears on the following pages]

APPENDIX

Eagle Star Insurance Company Limited

EXECUTIVE SHARE INCENTIVE SCHEME

Definitions

1. In this Scheme where the context so admits the following words and expressions shall have the following meanings:—

"The Company"	Eagle Star Insurance Company Limited.
"Subsidiary"	A subsidiary of the Company within the meaning of Section 154 of the Companies Act 1948.
"The Group"	The Company and its subsidiaries for the time being.
"The Board"	The Board of Directors of the Company or the Directors present at a duly convened meeting of the Directors at which a quorum is present or the persons appointed by the Board to act as a committee of the Board for all or any matters relating to the Scheme.
"Eligible Employees"	Employees of the Group (including full time salaried executive directors of the Company and of subsidiaries) selected by the Board to participate in the Scheme.
"Participants"	Eligible employees who for the time being participate in the Scheme.
"Ordinary Shares"	The fully paid Ordinary Shares of the Company for the time being in issue.
"Scheme Shares"	Ordinary Shares in the capital of the Company issued pursuant to the Scheme or any share representing the same following a sub-division or consolidation thereof being in any such case shares which are for the time being partly paid.
"Further Shares"	(i) Any Ordinary Shares or other securities issued to a Participant credited as fully paid by way of capitalisation of profits or reserves pursuant to Clause 16.

(ii) Any Ordinary Shares or other securities subscribed or purchased by a Participant pursuant to Clause 17.

"Middle Market Quotation"	The middle market quotation of the Ordinary Shares as shown by the daily official list of The Stock Exchange, London.
"Issue Price"	A price in relation to a Scheme Share equal to the average of the middle market quotations during the period beginning with the day upon which a Scheme Share is offered to a Participant pursuant to the Scheme and ending on the business day preceding the expiry date of the offer. If after the date of issue thereof there shall be any sub-division or consolidation of a Scheme Share the Issue Price relative to any Scheme Shares shall be appropriately adjusted.
"The Current Market Price"	A price in relation to a Scheme Share equal to the average of the middle market quotations (after making such adjustments thereto as the auditors for the time being of the Company determine to be appropriate in respect of any reduction of capital, issue of securities by way of rights or capitalisation of profits or reserves or sub-division splitting or consolidation of the share capital of the Company effected after the date on which a Scheme Share is offered to a Participant pursuant to the Scheme) during the four weeks immediately preceding the relevant date.
"Initial Payment"	An amount equal to 2 per cent. of the Issue Price due as part of the Issue price payable for each Scheme Share on the acceptance of an offer.
"Call"	The balance to be paid by a Participant on a Scheme Share pursuant to the provisions of the Scheme.

Limit on Scheme Shares

2. (*a*) The total number of Scheme Shares allotted under the Scheme will not exceed 1,752,741 (being 5 per cent. of the Ordinary Shares of the Company at present in issue).

(*b*) No Scheme Shares will be offered to an Eligible Employee if the Issue Price of such shares when added to the total of the Issue Price of Scheme Shares formerly allotted under the Scheme to such Eligible Employee (but excluding from such total the Issue Price for any Scheme Shares which have become fully paid at or prior to the date of the offer) shall exceed an amount equal to five times his total annual remuneration (before taxation) as an employee of the Group. For this calculation Scheme Shares comprised in a previous offer to such Eligible Employee shall carry the Issue Price relative to that offer. Total annual remuneration shall for this purpose be taken as the current annual rate of salary (excluding any bonus or commission but including directors' fees paid to the Eligible Employee by the Group and any company the Board shall from time to time determine is associated with the Group).

(*c*) The limitations referred to above will be adjusted in such manner as the Auditors for the time being of the Company shall certify to be appropriate in the event of the sub-division, splitting or consolidation of the Ordinary Shares or of any issue of Ordinary Shares by the Company by way of capitalisation or rights.

Offers of Scheme Shares

3. (*a*) Subject to the limitations referred to above the Board shall determine the number of Scheme Shares to be offered to an Eligible Employee.

(*b*) Offers will be made to Eligible Employees at the Issue Price payable as hereinafter provided, and every such offer may be accepted by the Eligible Employee making the Initial Payment and accepting the offer within 21 days of the date of the offer.

(*a*) more than five years have elapsed since the date of issue of the Scheme Shares in respect of which the call is requested; or

(*c*) An offer to participate in the Scheme and to subscribe for Scheme Shares shall be personal to the Eligible Employees to whom it is made and shall not be capable of assignment and no Scheme Share shall be allotted to the personal representatives of a Participant in the event of his death before the date when such Shares would otherwise be allotted.

Calls Requested by Participant

4. On written request to the Company given by the Participant or as the case may be his personal representatives of the Company shall make a call on the Scheme Shares specified in the request if at the date of such request:—

(*b*) not more than six months have elapsed after the control of the Company has passed to a person (or to persons acting in concert) as a result of (i) a general offer to the holders of the Ordinary Shares (or to all such holders other than the offeror and/or any persons acting in concert with the offeror) or (ii) a scheme of reconstruction or amalgamation; or

(*c*) not more than six months have elapsed after the Participant has ceased to be employed by the Group otherwise than by retirement on attaining normal retirement age or by summary dismissal without notice and control of the Company had passed as mentioned in sub-clause (*b*) of this Clause within two years prior to the date of ceasing to be employed as aforesaid; or

(*d*) not more than two years have elapsed since the date of the death of a Participant or since the Participant has ceased to be employed by the Group following a determination by the Board that the Participant is permanently incapacitated from further employment by reason of mental or physical disability not due to intemperance or intentional self-inflicted injury.

Calls by the Company

5. (1) The Company shall be entitled to make a call on any of the Scheme Shares if at the date of such call:—

(*a*) more than five years have elapsed since the date of issue of the Scheme Shares in respect of which the call is made and the Current Market Price of such shares exceeds the Issue Price thereof; or

(*b*) control of the Company has not passed as mentioned in Clause 4 (*b*) and the Participant has ceased to be employed by the Group otherwise than by reason of death retirement on attaining normal retirement age or following a determination by the Board that the Participant is permanently incapacitated as mentioned in Clause 4 (*d*); or

(*c*) more than two years have elapsed since the date of the death of a Participant.

(2) The Company shall be bound to make a call on a Scheme Share within 28 days of the tenth anniversary of the issue thereof.

Provisions as to Calls

6. (*a*) If the Company makes a call in respect of all or any of the Scheme Shares in accordance with Clause 4 or Clause 5 (1) (*a*) the Participant or his personal

representatives shall thereupon be bound to pay to the Company in respect of each such Scheme Share the balance of the nominal value thereof and a premium equal to the excess of the Issue Price of such share over the nominal value thereof.

(*b*) If the Company makes a call on any Scheme Shares in accordance with Clauses 5 (1) (*b*) or (*c*) or 5 (2) the Participant shall be bound to pay to the Company in respect of each such Scheme Share the balance of the nominal value thereof and a premium equal to the excess over the nominal value thereof of whichever is the less of the Issue Price and the Current Market Price Provided if the Company makes a call on any Scheme Share in accordance with Clause 5 (1) (*b*) and the Issue Price at the date of such call is less than the Current Market Price the Participant shall be bound to pay to the Company in respect of such Scheme Share the balance of the nominal value thereof and a premium of such amount as the Board in its absolute discretion may determine but not exceeding the excess of the Current Market Price over the nominal value thereof.

7. Any call due to be made under Clause 4 shall be made within 14 days after receipt by the Company of the request to make the call and shall become payable 42 days after the date of such request.

8. Any calls made under Clause 5 shall be expressed to be payable six months after the date of the call.

9. If a call shall not be paid on or before the day appointed for payment thereof the Company acting by the Board shall be entitled to charge the Participant interest on the sum called from the day appointed for payment thereof to the date of payment at such rate as the Board determines.

10. The Board shall not be entitled to make calls on Scheme Shares other than under the provisions of this Scheme and accordingly the provisions of Articles 24 to 28 (inclusive) of the Articles of Association of the Company shall not apply to Scheme Shares.

Forfeiture and Lien

11. (*a*) Scheme Shares shall be liable to forfeiture in accordance with Articles 34 to 42 (inclusive) of the Company's Articles of Association.

(*b*) The Company shall have a first and paramount lien on the Scheme Shares and Further Shares of a Participant for all moneys (whether presently payable or not) which may become payable to the Company in respect of Scheme Shares pursuant to the Scheme.

(*c*) The provisions of Articles 30 to 33 (inclusive) of the Company's Articles of Association shall apply in respect of the lien conferred by sub-clause (*b*) of this Clause but in the event of any Further Shares (within the meaning of paragraph (i) only of the definition thereof) being sold in accordance with the said provisions none of the restrictions referred to in Clause 13 hereof shall thereafter apply to the said Further Shares so sold.

Winding Up

12. If an order is made or an effective resolution is passed for the winding up of the Company (other than a members' voluntary winding up) the Company by its liquidator and subject to the provisions of the statutes will be entitled to make a call in respect of all Scheme Shares not exceeding the balance of the nominal value thereof remaining unpaid.

Rights and Restrictions to be attached to Scheme Shares

13. Until a Scheme Share has become fully paid up (both as to nominal value thereof and as to premium):—

(*a*) It will be entitled to the same rights of voting as an Ordinary Share.

(*b*) It shall not rank for any dividends and Article 128 of the Company's Articles of Association shall be deemed to be modified accordingly.

(*c*) The Participant will not without the written consent of the Board be entitled to sell transfer or otherwise dispose of the Scheme Shares held by him and no transfer thereof shall be capable of being either executed or registered without such consent.

Stock Exchange Quotation

14. Upon any Scheme Shares becoming fully paid (both as to the nominal value thereof and as to any premium) the Company will use its best endeavours to obtain permission to deal in and quotation for such shares and any Further Shares which are or have become fully paid up, on The Stock Exchange, London.

Scheme of Amalgamation and Reconstruction

15. In the event of a scheme of amalgamation or reconstruction taking effect (not being a scheme as a result of which control of the Company passes as mentioned in Clause 4 (*b*)) affecting the Company the Scheme Shares and the Further Shares, every Participant shall deal with the Scheme Shares and Further Shares standing in his name in such manner as the Board may require. If in connection with any such scheme of amalgamation or reconstruction a Participant shall be required to transfer any Scheme Shares and/or Further Shares he shall receive terms which are, in relation to the amount paid up on such shares, equivalent to those received by holders of the Ordinary Shares. The decision of the Board as to whether terms are equivalent as aforesaid shall be binding and conclusive.

Capitalisation Issues

16. (*a*) If the Company shall, upon a capitalisation of profits or reserves, issue shares or securities credited as fully paid up in proportion to holdings of Ordinary Shares a Participant shall be entitled to receive an allotment in respect of his Scheme Shares and any Further Shares, as if the Scheme Shares had been fully paid at the relevant date.

(*b*) Further Shares issued to a Participant pursuant to this Clause shall (subject to Clause 11 (*c*)) be subject to the restrictions as to dividend selling transferring charging or otherwise disposing of specified in Clause 13 as long as the Scheme Shares in respect of which they are issued or derived remain partly paid up.

(*c*) The Participant shall not be entitled to renounce any Further Shares issued pursuant to this Clause and accordingly all such Further Shares shall be issued to the Participant and registered in his name.

Rights Issue

17. In the event of the Company offering any Ordinary Shares or other securities to the Ordinary Shareholders for subscription or purchase for cash by way of rights the holders of Scheme Shares will be offered the same number or amount of Further Shares in respect of his Scheme Shares and Further Shares as if the Scheme Shares had been fully paid at any relevant date at the same price as they are offered to the Ordinary Shareholders but on the basis that 2 per cent. thereof is payable on subscription. The Further Shares so subscribed will on allotment become Scheme Shares and the provisions of the Scheme relating to Scheme Shares will apply to them as if the offer under this Clause and acceptance thereof had been an offer and acceptance under Clause 3 except that such shares shall for all purposes of the Scheme be deemed to have been issued on the same date as any Scheme Shares in respect of which such shares or any of them were offered to the Participant. The price at which such Further Shares are offered pursuant to this Clause will be deemed to be the Issue Price thereof.

General

18. Until such time as a Scheme Share shall be fully paid up (both as to the nominal value thereof and as to any premium) the Certificate therefor and for any Further Shares allotted in respect thereof or derived therefrom shall be held by the Company or such other person as the Board shall from time to time nominate.

19. If a Participant shall cease for any reason to be in the service of the Group he shall not be entitled by way of compensation for loss or otherwise howsoever to any sum or other benefit to compensate him for the loss of any right or benefit under the Scheme.

20. The Company shall maintain all necessary books of account and records relating to the Scheme.

21. The provisions of Clauses 2, 4, 5, 6, 12 and 13 of this Scheme and the basis of the definitions of "Eligible Employee" and "Issue Price" shall not be altered to the advantage of the Participant except with the approval of the Company in general meeting. Save as aforesaid and without prejudice to the subsisting rights of a Participant the Board may at any time and from time to time by resolution amend all or any of the provisions of the Scheme whether retrospectively or otherwise.

22. A Participant who is a Director of the Company may notwithstanding his interest vote on any Board resolution concerning the Scheme (other than in respect of his own participation therein) and may retain any benefits under the Scheme.

No. 82051

Eagle Star Insurance Company Limited

At the ANNUAL GENERAL MEETING of the above-named Company duly convened and held on 1st June, 1973 at Wimborne House, 22 Arlington Street, London, S.W.1, the following Resolution was duly passed as a SPECIAL RESOLUTION:

RESOLUTION

THAT:

(*a*) the authorised capital be increased from £25,000,000 to £30,000,000 by the creation of 10,000,000 new ordinary shares of 50p each; and

(*b*) with effect from the close of business on 27th July, 1973:

(i) the ordinary share capital of the company be reorganised by subdividing each of the 56,000,000 ordinary shares of 50p in the present capital, whether issued or unissued, into two shares of 25p each, and so that each of the shares of 25p which shall represent the 362,850 ordinary shares of 50p each which were issued on 15th September, 1971 pursuant to the executive share incentive scheme of the company and have been paid up to the extent of 8.46p per share shall be deemed to have been paid up to the extent of 4.23p per share;

(ii) the sum of £5,902,947 (part of the amount standing to the credit of the company's share premium account) be capitalised and applied in paying up in full 23,611,788 of the unissued ordinary shares of 25p each which shall be allotted and distributed credited as fully paid to and among the persons who at the close of business on 29th June, 1973 will be the registered holders of the issued ordinary shares of 50p each in the proportion of two such fully paid ordinary shares of 25p each for every three ordinary shares of 50p then registered in their names respectively on the terms that (subject to the provisions of clause 16 of the said scheme) such new ordinary shares shall rank for dividend as if the same had become fully paid up on 1st January, 1973 but so that all new shares becoming distributable in fractions shall be sold and the net proceeds distributed in due proportions among the persons entitled to such fractions in satisfaction of their interests therein; and

(iii) the first paragraph of Article 3 of the company's Articles of Association be deleted and the following paragraph be substituted therefor:

"The share capital of the Company is £30,000,000 divided into 1,000,000 4 per cent. Preference Shares of £1 each, 1,000,000 4 per cent. Second Preference Shares of £1 each and 112,000,000 Ordinary Shares of 25p each."

B. E. S. MOUNTAIN,

Chairman.

No. 82051

Eagle Star Insurance Company Limited

At an EXTRAORDINARY GENERAL MEETING of the above-named Company duly convened and held on 1st June, 1973 at Wimborne House, 22 Arlington Street, London, S.W.1, the following Resolution was duly passed as an ORDINARY RESOLUTION:—

RESOLUTION

THAT:—

(*a*) the share option scheme set out in the Appendix to the Chairman's letter to shareholders dated 8th May, 1973 be and the same is hereby approved and adopted and that the directors be hereby authorised to do all acts and things necessary to carry the same into effect; and

(*b*) the directors of the company be hereby authorised to vote, and be counted in the quorum, on any matter connected with the said share option scheme notwithstanding that they may be interested in the same (except that no director may be counted in a quorum or vote in respect of his own participation), and the prohibition on voting by interested directors contained in the articles of association of the company be hereby relaxed to that extent accordingly.

B. E. S. MOUNTAIN,
Chairman.

[The Appendix referred to in paragraph (*a*) of the above Resolution appears on the following pages.]

APPENDIX

Eagle Star Insurance Company Limited

SHARE OPTION SCHEME

Definitions

1. (A) In this Scheme where the context so admits the following expressions shall have the following meanings:—

"the Company"	Eagle Star Insurance Company Limited.
"Subsidiary"	A company of which Eagle Star Insurance Company Limited is for the time being to be taken to have control for the purposes of Section 534 of the Income Taxes Act 1970.
"The Group"	The Company and the Subsidiaries.
"The Board"	The Board of Directors of the Company, or the Directors present at a duly convened meeting of the Directors at which a quorum is present, or the persons appointed by the Board to act as a committee of the Board for all or any matters relating to this Scheme.
"This Scheme"	The Scheme set out in this Appendix as altered from time to time.
"Employee"	Employees of the Group (including salaried executive directors of the Company and Subsidiaries) who, for the purpose of Schedule 12 to the Finance Act 1972, are regarded as devoting substantially the whole of their time to service as a director or employee and who are selected by the Board to participate in the Scheme.
"Participants"	Employees who for the time being participate in this Scheme.
"Ordinary Shares"	The fully paid Ordinary Shares of the Company for the time being in issue.

"Relevant Emoluments"	Relevant emoluments, as defined in Part III of Schedule 12 of the Finance Act 1972, from the Company or any of the Subsidiaries.
"Ordinary Scheme Shares"	Ordinary Shares for the time being subject to an option granted to a Participant pursuant to this Scheme.
"Subscription Price"	The middle market quotation, as shown by the Official List, for the Ordinary Shares on the working day preceding that on which an option is granted to subscribe for Ordinary Scheme Shares.
"the Auditors"	The Auditors for the time being of the Company or if at any time there shall be joint auditors either one or both of the joint auditors as the Board may nominate.
"Approved by the Inland Revenue"	Approved by the Inland Revenue under Schedule 12 to the Finance Act 1972.
"Relevant Event"	Any variation in the share capital of the Company arising from any reduction of capital or sub-division or consolidation of share capital or issue of shares by way of capitalisation of profits or reserves or by way of rights (including, in the latter case, the issue to the holders of the Ordinary Shares for less than full consideration of any securities convertible into equity share capital or warrants or options to subscribe equity share capital).

(B) Words and phrases defined in or bearing a particular meaning for the purposes of Schedule 12 to the Finance Act 1972 shall except where inconsistent with the subject or context, have the same meanings respectively in this Appendix.

PERIOD OF SCHEME

2. (a) This Scheme shall take effect on the day of its adoption by resolution of the Company in general meeting and the Board shall be at liberty at any time thereafter to grant to any Employee an Option to acquire Ordinary Shares in the capital of the Company on the terms set out herein.

(b) No Option shall be granted more than ten years after the date on which this Scheme is adopted as aforesaid.

GRANTS OF OPTIONS

3. (a) Subject to the limitations referred to herein the Board shall determine the number of Ordinary Shares to be included in an Option to be granted to an Employee and each such Option shall be granted unconditionally and without any payment being required therefor.

(b) The amount for which Shares may be acquired by any Participant in any year of assessment under this Scheme when added to the aggregate of the amounts for which shares of the Company may be acquired under any options previously obtained by him under this Scheme shall not exceed four times the amount of his relevant emoluments for that or the previous year of assessment, whichever is the higher. This limit shall also apply to the aggregate of the rights obtainable or obtained under this Scheme and any other share option scheme approved by the Inland Revenue. If an Employee may obtain or has obtained rights under this Scheme and also shares or interests in shares under any share incentive scheme approved by the Inland Revenue the foregoing limit applies to the aggregate of the amount mentioned above and the amount or value limited under such share incentive scheme.

(c) The total nominal value of Ordinary Scheme Shares which may be issued under or pursuant to this Scheme when added to the total nominal value of Ordinary Shares which may be issued or pursuant to any other share option or share incentive scheme approved by the Inland Revenue shall not exceed £885,442 provided that on each occasion an adjustment is made under paragraph 6 to the number of shares comprised in an Option the limit contained in this clause shall likewise be adjusted to such extent in each case that the Board (with the written concurrence of the Auditors that in their opinion the adjustment proposed is fair and reasonable) may deem appropriate. Notwithstanding the foregoing at no time shall the said nominal value exceed 5 per cent. of the Ordinary Share Capital of the Company from time to time in issue.

(d) Each Option shall be evidenced by a certificate under seal in such form as the Board shall from time to time determine. Certificates shall be issued to Participants forthwith upon the grant of an Option.

(e) For the purposes of this Scheme the date of the grant of an Option shall be the date on which the relative Certificate is sealed.

PROCEDURE ON EXERCISE OF OPTION

4. (a) An Option shall be exercised by delivery to the secretary of the Company of a notice duly signed by the Participant in a form approved by the Board together with the Subscription Price and the Option Certificate for amendment or cancellation as the case may be. An Option may be exercised in part or parts. Any partial exercise of the Option rights shall be in respect of 100 Ordinary Scheme

Shares or a multiple thereof except where the Option rights outstanding relate to a number of shares less than 100 in which case the Participant shall exercise the rights in full respect of that number of Shares.

(*b*) The allotment and issue of the Ordinary Scheme Shares, which will be subject to all (if any) necessary consents of H.M. Treasury or other authorities under enactments or regulations for the time being in force, shall be made within twenty-eight days after the exercise of an Option, and the Company shall make application to the Council of The Stock Exchange for admission of such Shares to the Official List. The Shares will upon allotment rank *pari passu* in all respects with the Ordinary Shares in issue on the date of the exercise of the Option except that the Shares so subscribed shall not entitle the holders to participate in any dividend or other distribution declared or which the Company has announced it proposes to pay to holders of Ordinary Shares on the register on a date prior to the date of the exercise of the Option.

PERIOD OF OPTION AND PROVISIONS FOR PARTICIPANTS

5. (*a*) The rights of each Participant under this Scheme shall be personal and shall not be capable of assignment except as otherwise provided in this paragraph 5.

(*b*) An Option may not (except as otherwise provided in this paragraph 5) be exercised later than seven years from the date that the same was granted.

(*c*) An Option may not (except as otherwise provided in this paragraph 5 or in paragraph 8) be exercised prior to the expiry of three years from the date that the same was granted.

(*d*) An Option may not (except as otherwise provided in this paragraph 5) be exercised unless at the date of the exercise thereof the Participant shall have been continuously in the full-time employment of the Group since the date of the grant thereof.

(*e*) If a Participant shall cease to be employed in a full-time capacity by reason of:—

(i) his retirement on attaining normal retirement age or at a younger age with the consent of the Board; or

(ii) injury, disability or ill-health (established in any such case to the satisfaction of the Board) or dismissal for redundancy (within the meaning of the Redundancy Payments Act 1965 or the Contracts of Employment and Redundancy Payments Act (Northern Ireland) 1965); or

(iii) the company by which he is employed ceasing to be a member of the Group

then that Participant may (whether or not three years shall have expired from the date of grant) exercise any Option then held by him at any time within but not later than six months after he ceases to be so employed.

(*f*) If a Participant dies within the period referred to in paragraph 5 (*b*) hereof while in the full time employment of the Group his personal representative(s) may (without regard to the restrictions in point of time set out in paragraphs 5 (*b*) and (*c*)) exercise any Option of the Participant then subsisting at any time within but not later than twelve months of his death.

(*g*) If a Participant shall cease at any time to be employed in a full time capacity by the Group in circumstances arising from actions of the Group, such circumstances being beyond the Participant's control and being events other than those referred to in paragraphs 5 (*e*) and (*f*) the Board shall determine in its absolute discretion whether the Participant may exercise his Option in respect of all or any of the Ordinary Scheme Shares comprised therein and the restrictions (if any) to which such exercise shall be subject or whether the Participant shall cease to have any rights to exercise his Option upon such cessation. Provided that the Board shall exercise such discretion so as not to affect adversely the approval of this Scheme by the Inland Revenue under the Finance Act 1972.

ADJUSTMENTS AND WINDING UP

6. Upon the occurrence of any Relevant Event the number or nominal amount of Ordinary Shares comprised in each Option and/or the Subscription Price thereunder may be adjusted in such manner as the Board (with the written concurrence of the Auditors that in their opinion the adjustments proposed are fair and reasonable) may deem appropriate provided that no increase shall be made in the aggregate Subscription Price relating to any Option.

7. In the event of a winding up of the Company for the purposes of reorganisation or reconstruction such adjustments shall be made to any unexercised Option rights as the Board shall, on the request of a Participant or the Company, determine Provided that:

(i) no adjustment to the Subscription Price shall be made pursuant to the provisions of this paragraph 7 which would result in the shares subject to any Option being issued at a discount and if in the case of any shares such an adjustment would but for this proviso have so resulted the price payable for such shares shall be the nominal amount thereof;

(ii) no variation to the number of shares comprised in an Option or the Subscription Price thereof shall be made pursuant to any of the provisions contained in this paragraph 7 until the Auditors shall have reported that such variation is in their opinion fair and reasonable; and

(iii) no variation shall be made with the result that the Scheme could cease to be capable of being approved by the Inland Revenue under the Finance Act 1972.

In the event of any other winding up of the Company a Participant may by notice in writing to the Company within 90 days of the commencement of the winding up (such notice being accompanied by payment of the Subscription Price) elect to be treated as if the Option had been exercised immediately before the commencement of the winding up and such Participant will then be entitled to be paid a sum equal to the amount he would have received as holder of the Ordinary Shares to which he would have been entitled on such exercise.

Subject only to the foregoing provisions of this paragraph 7 all Option rights shall lapse on a winding up.

CHANGE IN CONTROL OF THE COMPANY

8. If in consequence of any offer made to Ordinary shareholders or otherwise howsoever another company shall have acquired or become unconditionally bound to acquire a majority of the issued Ordinary Shares each Participant (or, as the case may be, his legal personal representatives) shall be entitled at any time within six months after such event becomes known to him or them to exercise his Options up to the full extent to which they remain unexercised, Provided that if during such period such other company becomes entitled to exercise rights of compulsory acquisition of Ordinary Shares (including any Ordinary Shares issued upon the exercise of Options) pursuant to Section 209 (1) of the Companies Act 1948 (or any statutory modification or re-enactment thereof) and gives notice in writing to the Participants that it intends to exercise such rights as regards all Ordinary Shares issued upon the exercise of Options prior to a specified date (not being earlier than one month after the date of such notice) the Options shall be and remain exercisable as aforesaid until the specified date but subject always to the provisions of paragraph 5 (*b*) hereof. Any Option not so exercised shall immediately after the specified date cease and determine, provided that such other company has in fact exercised its available rights of compulsory acquisition in accordance with such notice.

GENERAL

9. (*a*) If the Participant shall cease for any reason to be in the service of the Group, he shall not be entitled by way of compensation for loss or otherwise howsoever, to any sum or any benefit to compensate him for the loss of any right or benefit (actual or prospective) under this Scheme.

(b) This Scheme shall in all respects be administered by the Board which may from time to time make or vary such Rules not being inconsistent with the terms and conditions hereof for the conduct of this Scheme as the Board thinks fit. Any dispute or question relating to this Scheme or to any Option shall be determined by the Board and its decision shall be final and binding.

(c) The provisions of paragraphs 3 (a) (b) and (c), 5 and 7 of this Scheme and the basis of the definition of " Employees " and " Subscription Price " shall not be altered except with the approval of the Company in General Meeting. Save as aforesaid and without affecting the rights of any Options already in issue, the Board may at any time and from time to time by resolution amend all or any of the provisions of this Scheme whether retrospectively or otherwise.

(d) The Board shall at all times keep available for issue such authorised and unissued Ordinary Shares as shall be sufficient to satisfy outstanding subscription rights of Participants.

(e) The Company shall maintain all necessary books of account and records relating to this Scheme.

O764

Number of Company 82051 / 219

Form No. 10.

THE COMPANIES ACT, 1948

Notice of Increase in Nominal Capital

Pursuant to section 63

Insert the Name of the Company Eagle Star Insurance Company

LIMITED

Presented by

SIMMONS & SIMMONS,
14, Dominion Street,
London, E.C.2.

SS 210

To THE REGISTRAR OF COMPANIES.

Eagle Star Insurance Company

Limited, hereby gives you notice, pursuant to Section 63 of the Companies Act, 1948, that by a * Special Resolution of the Company dated the 1st day of June 1973 the Nominal Capital of the Company has been increased by the addition thereto of the sum of £ 5,000,000 beyond the Registered Capital of £ 25,000,000

*"Ordinary", "Extraordinary", or "Special".

The additional Capital is divided as follows:—

Number of Shares	Class of Share	Nominal amount of each Share
10,000,000	Ordinary	50p

The Conditions (e.g., voting rights, dividend rights, winding-up rights, etc.) subject to which the new shares have been, or are to be, issued are as follows:—

Pari Passu with the existing Ordinary Shares

*** If any of the new shares are Preference Shares state whether they are redeemable or not.

Signature [signature]

State whether Director or Secretary Secretary

Dated the twenty second day of June 1973

Note.—This margin is reserved for binding and must not be written across

Number of Company 82051 /720

Form No. 26a

THE STAMP ACT, 1891

(54 & 55 VICT., CH. 39)

COMPANY LIMITED BY SHARES

Statement of Increase of the Nominal Capital

OF

Eagle Star Insurance Company

LIMITED

Pursuant to Section 112 of the Stamp Act, 1891, as amended by Section 7 of the Finance Act, 1899, by Section 39 of the Finance Act, 1920, and Section 41 of the Finance Act, 1933.

NOTE.—The Stamp duty on an increase of Nominal Capital is Ten Shillings for every £100 or fraction of £100.

This Statement is to be filed with the Notice of Increase which must be filed pursuant to Section 63 (1) of the Companies Act, 1948. If not so filed within 14 days after the passing of the Resolution by which the Capital is increased, interest on the duty at the rate of 5 per cent. per annum from the date of the passing of the Resolution is also payable. (Section 5 of the Revenue Act, 1903.)

Presented by
SIMMONS & SIMMONS,
14, Dominion Street,
London, EC2M 2RJ.

SEC. 49 (5), FINANCE ACT	
CREDIT	£22,695—
CHEQUE	£22,695—
IR	BA 21/11/75
	CD04293/75

THE NOMINAL CAPITAL

OF

Eagle Star Insurance Company *Limited*

has by a Resolution of the Company dated

1 June 19 73 *been increased by*

the addition thereto of the sum of £ 5,000,000 ,

divided into :—

10,000,000 Ordinary *Shares of* 50p *each*

~~*Shares of* ~~ ~~*each*~~

beyond the registered Capital of £25,000,000

Signature [signature]

(*State whether Director or Secretary*) Secretary

Dated the twenty second **day of** June **19** 73

Note—This margin is reserved for binding and must not be written across

FORM No. 49
(*No filing fee payable*)

Number of Company 82051

THE COMPANIES ACTS 1948 to 1967

NOTICE of CONSOLIDATION, DIVISION, SUB-DIVISION, or CONVERSION into STOCK of SHARES, specifying the SHARES so Consolidated, Divided, Sub-divided, or Converted into Stock, or of the Re-Conversion into Shares of Stock, specifying the Stock so re-converted, or of the Redemption of Redeemable Preference Shares or of the Cancellation of Shares (otherwise than in connection with a reduction of share capital under Section 66 of the Companies Act 1948).

Pursuant to Section 62 of the Companies Act 1948.

Insert the Name of the Company Eagle Star Insurance Company

LIMITED

Presented by

Presentor's Reference S6669/AC

Simmons & Simmons

14 Dominion Street

London EC2M 2RJ

Oyez Publishing Limited, Oyez House, 237 Long Lane, London SE1 4PU, a subsidiary of The Solicitors' Law Stationery Society, Limited.

COMPANIES REGISTRATION OFFICE 2 AUG 1973

TO THE REGISTRAR OF COMPANIES.

Eagle Star Insurance Company LIMITED

hereby gives you notice in accordance with Section 62 of the Companies Act 1948

that with effect from the close of business on 27 July, 1973 each of the 56,000,000 Ordinary Shares of 50p of the Company was subdivided into two shares of 25p each.

(*Signature*) [signature]

(State whether Director or Secretary) Secretary

Dated the 30th day of July 1973

NOTE.—This margin is reserved for binding, and must not be written across.

No. of Company 82051

Form 103

THE COMPANIES ACTS 1948 TO 1967

Notice of Place where Register of Members is kept or of any Change in that Place.

pursuant to Section 110 (3) of the Companies Act, 1948.

Name of Company EAGLE STAR INSURANCE COMPANY Limited.

To the REGISTRAR OF COMPANIES.

EAGLE STAR INSURANCE COMPANY Limited hereby gives you notice, in accordance with subsection (3) of Section 110 of the Companies Act, 1948, that the register of members of the company is kept at Lloyds Bank Limited, Registrar's Department, The Causeway, Goring-by-Sea, Worthing, West Sussex, BN12 6DA.

Signature .....

(State whether Director or Secretary) Secretary

Dated the 3rd day of March, 19 75

Presented by Lloyds Bank Limited, Registrar's Department, The Causeway, Goring-by-Sea, Worthing, West Sussex, BN12 6DA.

Presentor's Reference TEP/DES/562.

PUBLISHED AND SOLD BY
WATERLOW & SONS LIMITED,
LAW AND COMPANIES' STATIONERS AND REGISTRATION AGENTS,
Holywell House, Worship Street, London, EC2A 2EN

C.A. 15.

COMPANIES REGISTRATION
OFFICE 31

No. 82051 1755

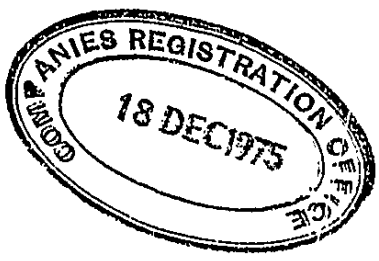
EAGLE STAR INSURANCE COMPANY LIMITED

At an EXTRAORDINARY GENERAL MEETING of the Company held at Wimborne House, 22 Arlington Street, London S.W.1, on Thursday, 18th December, 1975 the following Resolution was duly passed as an ORDINARY RESOLUTION:—

RESOLUTION

THAT the authorised share capital of the Company be increased from £30,000,000 to £45,000,000 by the creation of 60,000,000 additional Ordinary shares of 25p each.

D. M. MOUNTAIN,
Chairman and Managing Director.



B., M. & CO., LTD. S927751/w

THE COMPANIES ACTS 1948 TO 1967

Notice and statement of increase in nominal capital

To the Registrar of Companies

Name of Company ..... Eagle Star Insurance Company .....Limited*

hereby gives you notice, pursuant to Section 63 of the Companies Act 1948 that by ordinary/~~extraordinary/special~~* resolution of the company dated the ..... 18th December 1975 ....., the nominal capital of the company has been increased by the addition thereto of a sum of £ ..... 15,000,000 ..... beyond the registered capital of £ ..... 30,000,000 ..... The additional capital is divided as follows:-

Number of shares	Class of share	Nominal amount of each share
60,000,000	Ordinary	25p

The conditions (e.g. voting rights, dividend rights, winding-up rights, etc.) subject to which the new shares have been or are to be issued are as follows:-
(If any of the shares are preference shares state whether they are redeemable or not)

The new shares rank pari passu in all respects with the existing Ordinary Shares of 25p each in the capital of the Company.

This notice is accompanied by*

1. A copy of the resolution
2. ~~A remittance for (a) registration fees (b) companies capital duty~~
3. ~~A letter stating that a claim for relief of companies capital duty has been or will be made pursuant to Section 55 of the Finance Act, 1927.~~

Signed .....

State whether Director or Secretary ..... Secretary .....

Date ..... 18th December 1975 .....

* *Delete as necessary*

Presented by: SIMMONS & SIMMONS,
14 Dominion Street,
London. EC2m 2RJ

Presentor's reference: U7318/JW/8

COMPANIES REGISTRATION OFFICE
18 DEC 1975
Form No. 10A
(See notes overleaf)

Margin reserved for binding

No. 82051

THE COMPANIES ACTS, 1862 TO 1900

THE COMPANIES ACTS, 1948 TO 1967

COMPANY LIMITED BY SHARES

Memorandum

AND

Articles of Association

OF

Eagle Star Insurance Company Limited

Incorporated 15*th* [illegible]*mber*, 1904

Incorporating amendments made up to , 19 .

SIMMONS & SIMMONS,
14, Dominion Street,
London, EC2M 2RJ.

COMPANIES REGISTRATION OFFICE
18 DEC 1975

EAGLE STAR INSURANCE COMPANY LIMITED

CAPITAL HISTORY

1904 Company incorporated with Capital of **£600,000** divided into 200,000 shares of £3 each.

1905, 1908, 1911 A total of 41,000 shares were designated 6 per cent. Cumulative Preference Shares.

1915 Capital increased to **£1,000,002** by the creation of 133,334 additional Ordinary Shares of £3 each.

1916 Capital increased to **£3,000,000** by the creation of 559,558 Preferred Ordinary Shares of £3 each, and 107,108 additional Ordinary Shares of £3 each

1933 The 41,000 6 per cent. Cumulative Preference Shares of £3 each were sub-divided into 123,000 4 per cent. Cumulative Preference Shares of £1 each.

1933 Capital increased to **£3,900,000** by the creation of 877,000 4 per cent. Cumulative Preference Shares of £1 each, and 23,000 unclassified Shares of £1 each.

1934 Capital increased to **£5,067,868** by the creation of 1,000,000 4 per cent. Second Cumulative Preference Shares of £1 each, and 55,956 additional Preferred Ordinary Shares of £3 each.

1936 Capital increased to **£5,500,000** by the creation of 144,044 additional Ordinary Shares of £3 each.

1937 The 543,486 Ordinary Shares of £3 each were by a Scheme of Arrangement re-organised as follows:—

291,831 were sub-divided into 1,750,986 Ordinary Shares of 50p each.

52,250 were consolidated and then sub-divided to produce 62,700 Ordinary Shares of 50p each and 41,800 Ordinary Shares of £3 each.

60,000 were consolidated and then sub-divided to produce 36,000 Ordinary Shares of 50p each and 54,000 Ordinary Shares of £3 each.

77,313 were sub-divided into 463,878 Ordinary Shares of 50p each, and

62,092 remained unaltered.

1956 (a) The Capital was reduced to £3,289,501 divided into—

1,000,000 4 per cent. Cumulative Preference Shares of £1 each,

1,000,000 4 per cent. Second Cumulative Preference Shares of £1 each,

615,514 Preferred Ordinary Shares of 5p each,

2,471,450 Ordinary Shares of 50p each,

6 Ordinary Shares of 5p each,

23,000 unclassified Shares of £1 each.

(b) (i) 615,514 Preferred Ordinary Shares of 5p each were converted into the same number of Ordinary Shares of 5p each, making a total with the pre-existing 6 Ordinary Shares of 615,520 such Shares; every 10 of such Shares were converted into 1 Ordinary Share of 50p (producing a total of 61,552 Ordinary Shares of 50p each),

(ii) the 23,000 unclassified Shares of £1 each were sub-divided into 46,000 unclassified Shares of 50p each,

(c) The Capital was increased to its former figure of £5,500,000 by the creation of 3,466,998 Ordinary Shares of 50p each, and 954,000 unclassified Shares of 50p each.

Note: As the result of these changes the Company's Capital was £5,500,000 divided into:

1,000,000 4 per cent. Preference Shares of £1 each,

1,000,000 4 per cent. Second Preference Shares of £1 each,

6,000,000 Ordinary Shares of 50p each,

1,000,000 unclassified Shares of 50p each.

1959 Capital increased to **£14,000,000** by the creation of 17,000,000 new Ordinary Shares of 50p each. The 1,000,000 unclassified Shares of 50p each were designated Ordinary Shares of 50p each.

Note: As the result of these changes the Company's Capital of £14,000,000 was divided into:

1,000,000 4 per cent. Preference Shares of £1 each,

1,000,000 4 per cent. Second Preference Shares of £1 each, and

24,000,000 Ordinary Shares of 50p each.

1969 Capital increased to **£25,000,000** by the creation of 22,000,000 new Ordinary Shares of 50p each.

1973 Capital increased to **£30,000,000** by the creation of 10,000,000 new Ordinary Shares of 50p each.

Ordinary Capital re-organised by sub-dividing the 56,000,000 Ordinary Shares of 50p each into 112,000,000 Ordinary Shares of 25p each.

1975 Capital increased to **£45,000,000** by the creation of 60,000,000 new Ordinary Shares of 25p each.

THE COMPANIES ACTS, 1862 TO 1900

THE COMPANIES ACTS, 1948 TO 1967

COMPANY LIMITED BY SHARES

Memorandum of Association

OF

Eagle Star Insurance Company Limited

1. The name of the Company is "EAGLE STAR INSURANCE COMPANY LIMITED".

2. The Registered Office of the Company will be situate in England.

3. The objects for which the Company is established are:—

(A) To carry on all kinds of insurance and assurance business, all kinds of re-insurance and re-assurance business, all kinds of counter-insurance and counter-assurance business, all kinds of guarantee and indemnity business and all kinds of counter-guarantee and counter-indemnity business and, in particular and without prejudice to the generality of the foregoing words, to carry on business of the following classes:—

(i) Life assurance, annuity, sinking fund and capital redemption,

(ii) Fire insurance,

(iii) Accident insurance,

(iv) Employers' liability and workmen's compensation insurance,

(v) Motor vehicle insurance,

(vi) Marine, aviation and transit insurance

in all forms and branches whether now known or hereafter to be devised.

(B) To grant or effect assurances of all kinds securing payment of money, by way of a single payment or by several payments or by immediate or deferred annuities or otherwise, upon, the happening of all or any of the following events: the death or marriage or birth or survivorship or failure of issue or the attainment of a given age by any person or persons or the expiration of any fixed or ascertainable period or the occurrence of any contingency or event which would or might be taken to affect any kind of interest of any person or persons in any property or other person or persons.

(C) To grant annuities of all kinds, whether dependent on human life or otherwise, and whether perpetual or terminable, immediate or deferred, absolute, contingent or otherwise, and to receive money on deposit at interest returnable by instalments or otherwise.

(D) To contract with leaseholders, borrowers, lenders, annuitants and others for the establishment, accumulation, provision and payment of sinking funds, redemption funds, depreciation funds and any other funds either in consideration of a lump sum or of an annual premium or otherwise.

(E) To grant insurances against every kind of loss, damage or injury caused by or consequential upon fire, lightning, hail, storm, tempest, flood, earthquake, explosion, naval or military or aerial operations, civil disturbance, usurped power or riot or the quelling thereof, transit by land or water or air, or other misfortune howsoever occurring and to grant insurances against any liabilities to third parties associated with the beforementioned perils.

(F) To grant insurance or guarantees against every kind of misadventure (including loss, damage or injury caused by or suffered by boilers and engineering installations or any other kind of property), accident, mortality, sickness, climatic

conditions, burglary, theft or embezzlement or acts of negligence, error or omission, and against loss, damage or injury consequential upon transit by any means whatsoever, the making of calls upon shares, the diminution of dividends or income, the loss or forfeiture of licences, leases, other property and rights or the acceptance or incomplete discharge of obligations created by contracts or undertakings or transactions or by the operation of law or otherwise and to grant insurances against any liabilities to third parties associated with the beforementioned perils.

(G) To grant insurances against loss of or damage to or arising out of or in connection with the use of mechanically propelled vehicles and the third party risks arising therefrom.

(H) To grant insurances or to execute bonds or guarantees upon any type of ship, vessel or boat or aircraft or in relation thereto or arising therefrom, the machinery, tackle, furniture or equipment, the goods, merchandise or property of any description whatever on board, the freight or any other interest whatsoever, the risks incidental to construction, repair, landing, taking-off or docking, including third party risks, transit risks of all kinds and any other risks whatsoever.

(I) To give to any class or section of those who assure or have other dealings with the Company any rights over or in relation to any fund or funds, or a right to participate in the profits of the Company, or in the profits of any particular branch or part of its business, or any other special privileges, advantages or benefits, with power to vary the same.

(J) To establish agencies and branches and appoint agents and others to assist in the conduct or extension of the Company's business, and to regulate and discontinue the same.

(K) To act as agents for the issue of any bills, bonds, stock or shares, whether or not offered to the public for subscription, and to guarantee the subscription of any such securities or shares, and to act as trustee, executor or administrator with or without remuneration, and to undertake trusts of all kinds and the conduct of any business connected with trusts of any description or the estates of deceased persons, and to receive for safe custody any kind of property.

(L) To carry on directly or indirectly any other business which may seem to the Company capable of being conveniently

carried on in connection with or in addition to any of the above-mentioned businesses or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property, rights or businesses for the time being.

(M) To acquire and undertake the whole or any part of the business, property and liabilities of any person or company carrying on any business which the Company is authorised to carry on, or possessed of property suitable for the purposes of this Company.

(N) To enter into partnership or any arrangement for sharing profits or joint adventure with any person, persons or company carrying on or about to carry on any business which this Company is authorised to carry on, or any business capable of being conducted so as directly or indirectly to benefit this Company, and to acquire or join in acquiring any such business, and to amalgamate with any other company having objects altogether or in part similar to those of this Company.

(O) To purchase, take on lease or in exchange, hire, subscribe for or otherwise acquire, and to hold and deal with any property, real or personal, and any interests, rights, privileges or obligations of or in any company.

(P) To make, draw, accept, endorse, negotiate, discount, buy, sell and deal in bills, notes and other negotiable or transferable instruments.

(Q) To borrow and secure the payment of money in such manner and on such terms as the Directors may deem expedient and to mortgage or charge the undertaking and all or any part of the property and rights of the Company, present or future, including uncalled capital and to issue on such terms as may be thought expedient debentures or debenture stock, perpetual or redeemable.

(R) To lend money either with or without security to any person or company and to guarantee the performance of contracts or the payment of debts or liabilities by any person or company.

(S) To pay for any business, property or rights acquired or agreed to be acquired by this Company and generally to

satisfy any obligation of this Company by the issue or transfer of shares of this or any other company credited as fully or partly paid up, or of debentures or other securities of this or any other company.

(T) To sell, exchange, let, develop, dispose of, or otherwise deal with the undertaking, or all or any part of the property of this Company, upon such terms and for such price or other consideration of any kind as the Company may think fit.

(U) To promote or assist in or contract with any person or company for the promotion of any company or companies, for the purpose of acquiring all or any of the property and liabilities of this Company or for any other purpose, and to take or otherwise acquire and hold shares, debentures or other securities of any such company and to subsidise or otherwise assist any such company, and to procure the registration or incorporation of any such company in or under the laws of any place outside England.

(V) To remunerate or make donations to any person or company for services rendered or to be rendered to the Company.

(W) To invest and deal with the moneys of the Company not immediately required, upon such securities and in such manner as may from time to time be determined by the Directors.

(X) To distribute among the Members or any class or classes of Members of the Company *in specie* any property of the Company.

(Y) To establish and support funds or institutions calculated to benefit directors, officers or ex-officers or employees or ex-employees of the Company or of any subsidiary company or of their predecessors in business or the dependants or connections of such persons and to grant to such persons pensions, allowances, gratuities or other benefits and to support or subscribe to any charitable or public institutions, clubs, societies or funds.

(Z) To do all or any of the above things in any part of the world as principals or agents, contractors, trustees or otherwise and by or through trustees, attorneys or agents and either alone or in conjunction with others, and to procure the Company to be registered or recognised in any foreign country or place.

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

And it is hereby declared that the word "company" in this Clause, except where used in reference to this Company, shall be deemed to include any person or partnership or other body of persons, whether incorporated or not incorporated and whether domiciled in the United Kingdom or elsewhere, and that the objects specified in each paragraph of this Clause, except where otherwise expressed in such paragraph, shall be separate and independent main objects of the Company and shall not be limited or restricted by reference to the terms of any other paragraph or the name of the Company.

4. The liability of the Members is limited.

See Capital History.

5. The capital of the Company is £45,000,000 divided into 1,000,000 4 per cent. Preference Shares of £1 each, 1,000,000 4 per cent. Second Preference Shares of £1 each and 172,000,000 Ordinary Shares of 25p each.

See article 14 of the current Articles of Association which is in identical terms.

6. Any shares of which the original or increased capital of the Company may from time to time consist, may be guaranteed or have any special privilege or advantage or may be deferred, and may be issued on such special conditions as to priority or postponement either for dividends or for repayment of principal, or as to voting power and otherwise as the Company may from time to time determine, but so that the rights for the time being attached to the Preference Shares for the time being in the Company's capital shall not be altered otherwise than as provided by clause 55 of the Company's Articles of Association.

THE COMPANIES ACTS, 1862 TO 1900

THE COMPANIES ACTS, 1948 TO 1967

COMPANY LIMITED BY SHARES

Articles of Association

OF

EAGLE STAR INSURANCE COMPANY LIMITED

(See also Appendix)

TABLE "A"

1. The regulations in Table "A" in the First Schedule to the Companies Act, 1862, shall not apply to the Company and these Articles shall be the only Articles of the Company.

INTERPRETATION

2. In these Articles the following words and expressions bear the meanings hereby assigned to them except where the subject or context forbids:—

WORDS	MEANINGS
The Act	The Companies Act, 1948.
The Statutes ...	The Companies Act, 1948, and every other Act for the time being in force concerning companies and affecting the Company.

WORDS	MEANINGS
These Articles ...	These Articles of Association as drawn or as altered from time to time.
Directors ...	The Directors for the time being of the Company.
The Board ...	The Directors of the Company present at a duly convened meeting of Directors at which a quorum is present.
The Register ...	The Register of Members required to be kept by Section 110 of the Act.
The Office ...	The registered office for the time being of the Company.
The Seal ...	The Common Seal of the Company.
The Secretary ...	Any person appointed to perform the duties of the Secretary of the Company.
The United Kingdom	Great Britain and Northern Ireland.
Month	Calendar Month.
Paid (up) ...	Includes credited as paid (up).
Dividend ...	Includes bonus.
Debenture ...	Includes Debenture Stock.
In writing ...	Written, printed, lithographed, or photographed, or visibly expressed in all or any of these or any other modes of representing or reproducing words.

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

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

Words importing persons shall include corporations.

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

CAPITAL

3. The share capital of the Company is £30,000,000* divided into 1,000,000 4 per cent. Preference Shares of £1 each, 1,000,000 4 per cent. Second Preference Shares of £1 each and 112,000,000 Ordinary Shares of 25p each.

**As amended by Special Resolutions passed on 31st July, 1956, 6th July, 1959, 5th June, 1970, and 1st June, 1973. On 18th December, 1975 the share capital was increased to £45,000,000 by the creation of 60,000,000 additional Ordinary Shares of 25p each.*

(A) *The 4 per cent. Preference Shares:* The 4 per cent. Preference Shares carry the right to a fixed cumulative preferential dividend at the rate of 4 per cent. per annum on the capital for the time being paid up on such shares and rank both as regards dividend and return of capital in priority to all other shares in the Company but do not confer any further right to participate in profits or surplus assets.

No new shares ranking as to dividend or capital *pari passu* with or in priority to the 4 per cent. Preference Shares shall be created or issued by the Company without the sanction of an Extraordinary Resolution of the holders of the 4 per cent. Preference Shares passed at a separate general meeting thereof in accordance with Article 14.

(B) *The 4 per cent. Second Preference Shares:* The Second Preference Shares carry the right to a cumulative preferential dividend (ranking next after the cumulative preferential dividend payable on the existing 1,000,000 4 per cent. Preference Shares in the Company) at the rate of 4 per cent. per annum on the amount for the time being paid up thereon payable half-yearly on the 1st day of January and the 1st day of July in each year in priority to any payment of dividend on any other shares in the Company and the right in a winding up to have the capital paid up on the Second Preference Shares together with any arrears of cumulative preferential dividend at the rate of 4 per cent. per annum up to the commencement of the winding up repaid in full out of the surplus assets remaining after satisfying all claims of the said 1,000,000 4 per cent. Preference Shares and in priority to any repayment of capital on any other shares in the Company but do not confer any further right to participate in profits or surplus assets.

No debentures shall be issued by the Company nor shall any new shares ranking as to dividend or capital *pari passu* with or in priority to the Second Preference Shares be created or issued by the Company without the sanction of an Extraordinary Resolution of the holders of the Second Preference Shares passed at a separate general meeting thereof in accordance with Article 14.

CONVERSION OF SHARES INTO STOCK

4. The Company may, from time to time, by Ordinary Resolution, convert all or any of its paid-up shares into stock and may from time to time, in like manner, reconvert any such stock into paid-up shares of any denomination.

5. The holders of stock may transfer their respective interests therein, or any part of such interests, in such manner as the Company by Ordinary Resolution shall direct but, in default of any such direction, in the same manner and subject to the same regulations as and subject to which the shares from which the stock arose might previously to conversion have been transferred, or as near thereto as circumstances will admit. But the Board may, if it thinks fit, from time to time fix the minimum amount of stock transferable, provided that such minimum shall not exceed the nominal amount of the shares from which the stock arose.

6. The holders of stock shall be entitled to participate in the dividends and profits of the Company according to the amount of their respective interests in such stock, and such interests shall, in proportion to the amount thereof, confer on the holders thereof respectively the same rights, privileges and advantages for the purpose of voting at meetings of the Company and for other purposes as if they held the shares from which the stock arose, but so that none of such rights, privileges or advantages, except the participation in the dividends, profits and assets of the Company, shall be conferred by any such amount of stock as would not, if existing in shares, have conferred such right, privilege or advantage. No warrants to bearer shall be issued in respect of stock.

7. All such provisions of these Articles as are applicable to paid-up shares shall apply to stock, and in all such provisions the words "share" and "shareholder" shall include "stock" and "stockholder."

INCREASE OF CAPITAL

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

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

ALTERATION OF CAPITAL

10. The Company may from time to time by Ordinary Resolution:—

(A) Consolidate and divide all or any of its share capital into shares of larger or smaller amount than its existing shares.

(B) Cancel any shares which at the date of the passing of the resolution have not been taken or agreed to be taken by any person, and diminish the amount of its share capital by the amount of the shares so cancelled.

(C) Sub-divide its shares, or any of them, into shares of smaller amount than is fixed by the Memorandum of Association, subject nevertheless to the provisions of Section 61 (1) (*d*) of the Act, and so that the Resolution whereby any share is sub-divided may determine that, as between the holders of the shares resulting from such sub-division, one or more of the shares may have any such preferred or other special rights over, or may have such deferred rights, or be subject to any such restrictions, as compared with the others, as the Company has power to attach to unissued or new shares.

11. The Company may from time to time by Special Resolution reduce its share capital, any capital redemption reserve fund or any share premium account in any manner and with and subject to any incident authorised and consent required by law.

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

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

MODIFICATION OF CLASS RIGHTS

14. All or any of the rights and privileges belonging to any preference or deferred shares or to any other special class of shares issued by the Company at any time may be affected, extinguished, altered, modified or dealt with by agreement between the Company and any person purporting to contract on behalf of that class, provided such agreement is ratified in writing by the holders of at least three-fourths of the nominal amount of the issued shares of that class or is confirmed by an Extraordinary Resolution passed at a separate General Meeting of the holders of shares of that class, and all the provisions hereinafter contained as to General Meetings shall *mutatis mutandis* apply to every such Meeting, but so that the quorum thereof shall be Members holding or representing by proxy three-fourths of the nominal amount of the issued shares of that class.

SHARES

15. Subject to any special rights for the time being attached to any existing class of shares, any share in the Company (whether forming part of the present capital or not) may be issued with any such preferred, deferred, or other special rights, or subject to such conditions or restrictions, whether in regard to dividend, return of capital, voting or otherwise, as the Company may by Ordinary Resolution direct, or failing such direction, as the Board may determine.

16. The Company shall not give, whether directly or indirectly, and whether by means of a loan, guarantee, the provision of security or otherwise, any financial assistance for the purpose of or in connection with a purchase of or subscription made or to be made by any person for any shares in the Company or in its holding Company (if any), nor shall the Company make a loan for any purpose whatsoever on the security of its shares or those of its holding Company (if any), but nothing in this Article shall prohibit transactions mentioned in the proviso to Section 54 (1) of the Act.

17. The Company may pay a commission to any person in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally, or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any shares in the capital of the Company; provided that such commission shall not exceed 10 per cent. of the price at which such shares are issued, or an amount equivalent to such percentage, and the requirements of Section 53 and 124 of the Act and the Eighth Schedule thereto shall be observed. Any such commission may be satisfied wholly or partly in fully paid shares of the Company, in which case Section 52 of the Act shall be duly complied with. The Company may also on any issue of shares pay such brokerage as may be lawful.

18. The shares shall be at the disposal of the Board, which may allot, grant options over, or otherwise deal with or dispose of them to such persons, at such times and generally on such terms and conditions as it thinks proper, but so that no shares shall be issued at a discount, except in accordance with Section 57 of the Act.

19. If any shares shall be issued for the purpose of raising money to defray the expenses of construction of any works or buildings or the provision of any plant which cannot be made profitable for a lengthened period, the Company may pay interest at a rate not exceeding 4 per cent. per annum or such other rate as may for the time being be prescribed by Order of the Treasury on so

much of such share capital as is for the time being paid up for the period and subject to the conditions and restrictions specified in Section 65 of the Act, and may charge the sum so paid to capital as part of the cost of construction of the works or buildings, or the provision of plant.

20. If two or more persons are registered as joint holders of any share, any one of such persons may give effectual receipts for any dividend or other moneys payable in respect of such share.

21. No person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by or required to recognise any equitable, contingent, future or partial interest in any share or (except as only by these Articles otherwise expressly provided or as by Statute required or pursuant to an order of Court) any right whatsoever in respect of any share, other than an absolute right to the entirety thereof in the registered holder.

As amended by Special Resolution passed on 31st May, 1952.

22. Every Member shall be entitled to receive without payment within two months after the allotment of shares to him or lodgment of a transfer of shares to or by him (or within such other period as the conditions of issue shall provide) one certificate for all the shares of each class registered or remaining registered in his name; provided that in the case of joint holders the Company shall not be bound to issue more than one certificate for each class of shares to all the joint holders, and delivery of any such certificate to any one of them shall be sufficient delivery to all. Every certificate shall be under the Seal and shall specify the number, class and distinctive numbers (if any) of the shares to which it relates and the amount paid up thereon. A Member shall be entitled to receive more than one certificate in respect of the shares held by him in the capital of the Company for the time being on the payment of such sum for each additional certificate not exceeding two shillings and sixpence as the Board may determine, provided that no Member shall be entitled to more than one certificate in respect of any one share held by him.

23. If any such certificate shall be worn out, defaced, destroyed or lost, it may be renewed on such evidence being produced as the Board shall require and, in case of wearing out or defacement, on delivery up of the old certificate, and in case of destruction or loss on execution of such indemnity (if any) and in either case on payment of such sum, not exceeding one shilling, as the Board may from time to time require. In the case of destruction or loss the Member to whom such renewed certificate is given shall also bear and pay to the Company all expenses incidental to the investigation by the Company of the evidence of such destruction or loss and to such indemnity.

CALLS ON SHARES

24. The Board, subject to the provisions of these Articles and to any conditions of issue, may from time to time make such calls upon the Members in respect of all moneys unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) as it thinks fit, provided that twenty-one days' notice at least is given of each call specifying the time or times and place of payment and provided that no call shall exceed one-half of the nominal value of the share or be made payable within one month after the date fixed for the payment of the then last preceding call, and each Member shall be liable to pay the amount of every call so made upon him to the persons and at the times and places appointed by the Board. A call may be made payable by instalments. A call shall be deemed to have been made as soon as the resolution of the Board authorising such call shall have been passed, and an entry in the Minute Book of a resolution of the Board making the call shall be conclusive evidence of the making of the call. A call may be revoked or postponed as the Board shall determine. The joint holders of a share shall be jointly and severally liable to pay all calls and instalments in respect thereof.

25. If, before or on the day appointed for payment thereof, a call or instalment payable in respect of a share is not paid the person from whom the amount of the call is due shall pay interest on such amount at such rate not exceeding 10 per cent. per annum as the Board shall fix from the day appointed for payment thereof to the time of actual payment, but the Board shall have power to waive payment of or remit such interest or any part thereof.

26. Any sum which by the terms of issue of a share is made payable upon allotment or at any fixed date whether on account of the amount of the share or by way of premium shall, for all purposes of these Articles, be deemed to be a call duly made and payable on the date fixed for payment and, in case of non-payment, the provisions of these Articles as to payment of interest and expenses, forfeiture, and the like, and all other relevant provisions of the Statutes or of these Articles shall apply as if such sum were a call duly made and notified as hereby provided.

27. The Board may make arrangements upon the issue of shares for a difference between the holders of such shares in the amount of calls to be paid and in the time of payment of such calls.

28. The Board may, if it thinks fit, receive from any Member willing to advance the same all or any part of the moneys uncalled

and unpaid upon his shares, and upon all or any of the moneys so advanced, the Board may (until the same would, but for such advance, become presently payable) pay or allow such interest (not exceeding, without the consent of a General Meeting, 5 per cent. per annum) as may be agreed between it and such Member. No sum paid up in advance of calls shall entitle the holder of a share in in respect thereof to any portion of a dividend subsequently declared in respect of any period prior to the date upon which such sum would, but for such payment, become presently payable.

29. No Member shall be entitled to receive any dividend or to be present or vote at any meeting or upon a poll, or to exercise any right or privilege as a Member, until he shall have paid all calls for the time being due and payable on every share held by him, whether alone or jointly with any other person, together with interest and expenses in respect of such calls and all other sums (if any) presently payable by him in respect of any shares in the Company held by him.

LIEN ON SHARES

30. The Company shall have a first and paramount lien on all the shares (not fully paid up) registered in the name of any Member, whether solely or jointly with others, for all moneys due to the Company from him or his estate, whether solely or jointly with any other person, whether a Member or not, and whether such moneys are presently payable or not; and no equitable interest in any share shall be created except upon the footing and condition that the Company's lien is to have full effect. The Company's lien on a share shall extend to all dividends or other moneys payable thereon. But the Board may at any time declare any share to be exempt, wholly or partially, from the provisions of this Article.

31. For the purpose of enforcing such lien the Board may sell all or any of the shares subject thereto at such time or times and in such manner as it thinks fit, but no sale shall be made until such time as the moneys in respect of which such lien exists or some part thereof are or is presently payable, and until a notice in writing, stating the amount due and demanding payment thereof and giving notice of intention to sell in default, shall have been served in such manner as the Board shall think fit on such Member or the person entitled by transmission to the shares, and default in payment shall have been made by him or them for fourteen days after such notice.

32. The net proceeds of any such sale shall be applied in or towards satisfaction of the amount due to the Company including any expenses incurred in connection therewith, and the balance shall be paid to the Member or the person entitled by transmission to the shares; provided always that the Company shall be entitled to a lien upon such balance in respect of any moneys due to the Company but not presently payable like to that which it had upon the shares immediately before the sale thereof.

33. Upon any such sale as aforesaid, the Board may authorise some person to transfer to the purchaser the shares sold and may enter the purchaser's name in the Register as holder of the shares, and the purchaser shall not be bound to see to the regularity or validity of, or be affected by any irregularity or invalidity in, the proceedings or be bound to see to the application of the purchase money, and after his name has been entered in the Register the validity of the sale shall not be impeached by any person, and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

FORFEITURE OF SHARES

34. If any Member or person entitled by transmission fails to pay the whole or any part of any call or instalment of a call on or before the day appointed for the payment thereof, the Board may at any time thereafter during such time as the call or instalment, or any part thereof, remains unpaid, serve a notice on the Member or the person entitled to the share by transmission as the case may be requiring him to pay such call or instalment, or such part thereof as remains unpaid, together with any accrued interest and any expenses incurred by the Company by reason of such non-payment.

35. The notice shall name a further day (not earlier than the expiration of fourteen days from the date of service of the notice) on or before which such call, or such part thereof as aforesaid, and all such interest and expenses as aforesaid, are to be paid. It shall also name the place where payment is to be made, and shall state that in the event of non-payment at or before the time and at the place appointed, the shares in respect of which such call was made will be liable to be forfeited.

36. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which such notice has been given may at any time thereafter, before payment of all calls, interest and expenses due in respect thereof has been made, be forfeited by a resolution of the Board to that effect.

37. A forfeiture of shares shall include all dividends declared in respect of the forfeited share and not actually paid before the forfeiture.

38. When any share has been forfeited in accordance with these Articles, notice of the forfeiture shall forthwith be given to the Member or the person entitled to the share by transmission, as the case may be, and an entry of such notice having been given, and of the forfeiture with the date thereof, shall forthwith be made in the Register opposite to the entry of the share; but no forfeiture shall be in any manner invalidated by an omission or neglect to give such notice or to make such entry as aforesaid.

39. Notwithstanding any such forfeiture as aforesaid, the Board may at any time before the forfeited share has been otherwise disposed of annul the forfeiture upon the terms of payment of all calls and interest due thereon and all expenses incurred in respect of the share, and upon any further or other terms as it thinks fit.

40. Every share which shall be forfeited may be sold, reallotted, or otherwise disposed of, either to the person who was before forfeiture the holder thereof or entitled thereto, or to any other person, upon such terms and in such manner as the Board may think fit, and whether with or without all or any part of the amount previously paid on the share being credited as paid. The Board may, if necessary, authorise some person to transfer a forfeited share to any such other person as aforesaid.

41. A person whose share has been forfeited shall cease to be a Member in respect of the forfeited share but shall, notwithstanding, be liable to pay to the Company all calls made and not paid on such share at the time of forfeiture, with interest thereon from the day appointed for payment to the date of actual payment at such rate not exceeding 10 per cent. per annum as the Board shall think fit, in the same manner in all respects as if the share had not been forfeited, and to satisfy all the claims and demands which the Company might have enforced in respect of the share at the time of forfeiture without any deduction or allowance for the value of the share at the time of forfeiture.

42. A statutory declaration in writing that the declarant is a Director or the Secretary of the Company, and that a share has been duly forfeited in pursuance of these Articles, and stating the date upon which it was forfeited, shall be, as against all persons claiming to be entitled to the share, conclusive evidence of the facts therein stated, and such declaration, together with a certificate of

proprietorship of the share under the Seal delivered to a purchaser or allottee thereof, shall (subject to the execution of any necessary transfer) constitute a good title to the share, and the new holder of the share shall be discharged from all calls made prior to such purchase or allotment, and shall not be bound to see to the application of the purchase money, nor shall his title to the share be affected by any omission, irregularity or invalidity in or relating to or connected with the proceedings in reference to the forfeiture, sale, reallotment or disposal of the share.

TRANSFER OF SHARES AND REGISTRATION

43. Subject to the restrictions of these Articles, any Member may transfer all or any of his shares by instrument of transfer, but every transfer must be in writing in the usual common form and must be lodged at the Office, accompanied by the certificate for the shares to be transferred, and such other evidence as the Board may require to prove the title of the intending transferor.

44. The instrument of transfer of a share shall be executed both by the transferor and the transferee, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof.

45. The Board may, in its discretion, and without assigning any reason therefor, refuse to register the transfer of any share not fully paid up to any person whom it shall not approve as transferee. The Board may also refuse to register any transfer of a share on which the Company has a lien.

46. No transfer of any share shall be made to an infant, bankrupt, or person of unsound mind.

47. If the Board refuses to register a transfer of any shares, it shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal, as required by Section 78 of the Act.

48. No payment shall be required by the Company for registration of a transfer, probate, letters of administration, certificate of marriage or death, power of attorney, or other document relating to or affecting the title to any share or for making any entry in the Register affecting the title to any share.

As amended by Special Resolution passed on 5th June, 1970.

49. Subject to the provisions of Section 115 of the Act, the registration of transfers may be suspended at such times and for

such periods as the Board may from time to time determine, provided that such registration shall not be suspended for more than thirty days in any year.

TRANSMISSION OF SHARES

50. In the case of the death of a Member, the survivors or survivor, where the deceased was a joint holder, or the legal personal representatives of the deceased where he was a sole or only surviving holder, shall be the only persons recognised by the Company as having any title to his shares, but nothing herein contained shall release the estate of a deceased holder (whether sole or joint) from any liability in respect of any share solely or jointly held by him.

51. Any person becoming entitled to a registered share in consequence of the death or bankruptcy of a Member, upon producing such evidence of title as the Board shall require, and subject as hereinafter provided, may elect either to be registered himself as holder of the share or to have some person nominated by him registered as the holder thereof.

52. If the person so becoming entitled shall elect to be registered himself, he shall deliver or send to the Company a notice in writing signed by him and stating that he so elects. If he shall elect to have another person registered, he shall testify his election by executing to that person a transfer of the share. All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfer of shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the Member had not occurred and the notice or transfer were a transfer signed by that Member.

53. A person entitled to a share by transmission shall be entitled to receive and give a discharge for any dividends or other moneys payable in respect of the share, but he shall not be entitled in respect of it to receive notices of or to attend or vote at meetings of the Company, or (save as aforesaid) to exercise any of the rights or privileges of a Member unless and until he shall become registered as a Member in respect of the share; provided always that the Company may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days the Company may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the share until the requirements of the notice have been complied with.

GENERAL MEETINGS

54. An Annual General Meeting of the Company shall be held in each year in addition to any other Meetings which may be held in that year, and such meeting shall be specified as the Annual General Meeting in the notices calling it. Not more than fifteen months shall elapse between the date of one Annual General Meeting and the date of the next. The Annual General Meeting shall be held at such time and place as the Board shall appoint.

55. All General Meetings of the Company other than Annual General Meetings shall be called Extraordinary General Meetings.

56. The Board may call an Extraordinary General Meeting whenever it thinks fit. Extraordinary General Meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided by the Statutes.

57. Twenty-one clear days' notice at least of every Annual General Meeting and of every Extraordinary General Meeting at which it is proposed to pass a Special Resolution and fourteen clear days' notice at least of every other Extraordinary General Meeting shall be given in manner hereinafter mentioned to such Members as are under the provisions of these Articles entitled to receive such notices from the Company and to the Auditors of the Company. Every notice of meeting shall be in writing and shall specify the place, day and hour of meeting and, in case of special business, the general nature of such business and shall also state with reasonable prominence that a Member entitled to attend and vote at the meeting is entitled to appoint one or more proxies to attend and vote instead of him and that a proxy need not be a Member. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given. In the case of a meeting convened for passing a Special or Extraordinary Resolution the notice shall specify the intention to propose the Resolution as a Special or Extraordinary Resolution as the case may be.

58. A Meeting of the Company shall notwithstanding that it is called by shorter notice than that specified in the last preceding Article be deemed to have been duly called if it is so agreed by such Members as are prescribed in that behalf by the Statutes.

59. The Company shall comply with the provisions of the Statutes as to giving notice of resolutions and circulating statements on the requisition of Members.

60. The accidental omission to give notice of any meeting to, or the non-receipt of notice of any meeting by, any person entitled to receive notice shall not invalidate any resolution of or proceeding at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

61. All business shall be deemed special that is transacted at an Extraordinary General Meeting. All business that is transacted at an Annual General Meeting shall also be deemed special, with the exception of declaring a dividend, the consideration of the accounts and balance sheet and the reports of the Directors and Auditors and any other documents annexed to the balance sheet, the election of Directors in the place of those retiring and the appointment of and the fixing of the remuneration of the Auditors.

62. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. For all purposes the quorum shall be not less than three Members present in person and entitled to attend and vote at the Meeting.

63. The Chairman of the Board shall preside at every General Meeting, but if there be no such Chairman, or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to preside, the Deputy-Chairman of the Board shall preside, or if there be no such Deputy Chairman, or if he be not present within such period, or shall be unwilling to preside, the Directors present shall choose some Director, or if no Director be present, or if all the Directors present decline to take the chair, the Members present shall choose one of themselves to be Chairman of the meeting.

64. If within thirty minutes from the time appointed for the holding of a General Meeting a quorum is not present, the meeting, if convened on the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to such time and place as the Chairman of the Meeting shall decide and if at such adjourned meeting a quorum is not present within thirty minutes from the time appointed for holding the meeting, the persons present shall be a quorum.

65. The Chairman may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn any meeting from time to time and from place to place, as the meeting shall determine. Whenever a meeting is adjourned for twenty-eight days or more notice of the adjourned meeting shall be

given in the same manner as of an original meeting. Save as aforesaid, no Member shall be entitled to any notice of an adjournment or of the business to be transacted at an adjourned meeting. No business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place.

66. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless before or upon the declaration of the result of the show of hands a poll be demanded by the Chairman or (subject to the provisions of the Statutes) in writing by not less than three Members present in person or by proxy and entitled to vote or by any Member or Members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting or by a Member or Members holding shares in the Company conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right. Unless a poll be so demanded and the demand be not withdrawn a declaration by the Chairman of the Meeting that a resolution has on a show of hands been carried, or carried unanimously or by a particular majority, or lost, or not carried by a particular majority, shall be conclusive, and an entry to that effect in the minute book of the Company shall be conclusive evidence thereof, without proof of the number or proportion of the votes recorded in favour of or against such resolution. The demand for a poll may be withdrawn.

67. If a poll be demanded in manner aforesaid and the demand be not withdrawn, it shall be taken at such time (not being more than thirty days from the date of the meeting) and place and in such manner as the Chairman shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

68. No poll shall be demanded on the election of a Chairman of a meeting or on any question of adjournment.

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

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

71. Every resolution of a General Meeting for the appointment or election of a Director shall relate to one named person and a single resolution for the appointment or election of two or more persons as Directors shall be void.

VOTES OF MEMBERS

72. Subject to any special terms as to voting upon which any shares may be issued or may for the time being be held, upon a show of hands every Member personally present and entitled to vote shall have one vote and upon a poll every Member present in person or by proxy and entitled to vote shall have one vote for every share held by him; provided that

As amended by Special Resolution passed on 31st May, 1956.

(A) The 4 per cent. Preference Shares and the 4 per cent. Second Preference Shares respectively shall confer upon the holders thereof respectively the right to receive notice of and to attend and vote at a general meeting of the Company only if and when at the time of convening such meeting the cumulative preferential dividend on the 4 per cent. Preference Shares or the 4 per cent. Second Preference Shares (as the case may be) is six months in arrear or if the business of the meeting includes the consideration of any resolution directly affecting the special rights and privileges attached to the 4 per cent. Preference Shares or the 4 per cent. Second Preference Shares (as the case may be) or any resolution reducing the capital of the Company or for winding up the Company. For the purposes of this paragraph the cumulative preferential dividend on the 4 per cent. Preference Shares and the 4 per cent. Second Preference Shares shall be deemed to be payable by half-yearly instalments on the 1st day of January and the 1st day of July in each year.

As amended by Special Resolutions passed on 31st July, 1956, 6th July, 1959 and 5th June, 1970.

(B) If upon a poll the holders of any class or classes of shares (other than the Ordinary Shares of 50p each) shall for the time being be entitled to vote the holders of the Ordinary Shares of 50p each present in person or by proxy and entitled to vote shall upon such poll have one vote only for every twelve such Ordinary Shares of 50p each held by them respectively.

73. If any Member be of unsound mind or otherwise incapacitated he may vote by his *curator bonis*, committee, or other legal curator, and such last-mentioned persons may give their votes either personally or by proxy, provided that such evidence as the

Board may require of the authority of the person or persons claiming to vote or to appoint a proxy shall have been deposited at the Office not less than forty-eight hours before the time of the meeting.

74. If two or more persons are jointly entitled to a share, then, in voting upon any question, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other registered holders of the share, and for this purpose seniority shall be determined by the order in which the names stand in the Register.

75. Save as herein expressly provided, no person other than a Member duly registered, and who shall have paid all moneys for the time being due from him and payable to the Company in respect of his shares, shall be entitled to be present at or to vote on any question either personally or by proxy or to be reckoned in a quorum at any General Meeting.

76. Votes may be given either personally or by proxy. On a show of hands a Member (other than a corporation) present only by proxy shall have no vote, but a proxy for or representative of a corporation may vote on a show of hands. A proxy need not be a Member of the Company and a Member may appoint one or more than one person to act as his proxy.

77. If a Member appoints more than one person to act as his proxy the instrument appointing each such proxy shall specify the shares held by the Member in respect of which each such proxy is to vote and no Member may appoint more than one proxy to vote in respect of any one share held by that Member.

78. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the meeting, whose decision shall be final and conclusive.

79. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing, or if such appointor is a corporation either under its common seal or under the hand of some officer or attorney duly authorised in that behalf.

80. A vote given in accordance with the terms of an instrument appointing a proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or transfer

of the share in respect of which it is given, unless previous intimation in writing of the death, insanity, revocation or transfer shall have been received at the Office before the time fixed for holding the meeting.

81. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll and to vote at such poll.

82. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed, or a notarially certified copy thereof, shall be deposited at the Office or at such other place within the United Kingdom as is specified for that purpose in the notice convening the meeting at least forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in such instrument proposes to vote or, in case of a poll, not less than twenty-four hours before the time appointed for the taking of the poll; otherwise the person so named shall not be entitled to vote in respect thereof.

83. Any instrument appointing a proxy shall be in the following form, or as near thereto as circumstances will admit:—

"EAGLE STAR INSURANCE COMPANY LIMITED

I/We
of
(a) Member(s) of EAGLE STAR INSURANCE COMPANY LIMITED, hereby appoint
of
and failing him,
of
as my/our proxy to vote for me/us and on my/our behalf for/against* the resolutions to be proposed at the (Annual or Extraordinary or Adjourned, as the case may be) General Meeting of the Company, to be held on the day of , 19 , and at every adjournment thereof.

Signed this day of , 19 .

*Strike out whichever is not desired. Unless otherwise instructed the proxy will vote as he think fit."

or in such other form as the Board may from time to time approve.

CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS

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

DIRECTORS

85. Until otherwise determined by a General Meeting, the number of Directors shall not be less than five nor more than twenty-five.

As amended by Special Resolution passed on 6th July, 1959.

86. The Board may from time to time and at any time appoint any person to be a Director either to fill a casual vacancy or by way of addition to the Board provided that the total number of Directors shall not exceed the prescribed maximum. A Director so appointed shall hold office only until the Annual General Meeting following next after his appointment, when he shall retire but shall be eligible for re-election; a Director so retiring shall not be taken into account in determining the number of Directors to retire by rotation at such meeting.

87. The continuing Directors at any time may act, notwithstanding any vacancy in their body; provided always that in case the Directors shall at any time be reduced in number to less than the minimum number fixed by or in accordance with these Articles, it shall be lawful for them to act as Directors for the purpose of filling up vacancies in their body or of summoning a General Meeting of the Company, but not for any other purpose.

88. The shareholding qualification of a Director shall be the holding in his own right alone, and not jointly with any other person, of shares of the Company to the nominal value of £500 and Sections 181 and 182 of the Act shall be duly complied with by every Director.

89. A Director may hold any other office or place of profit under the Company (except that of Auditor) in conjunction with his office of Director and on such terms as to remuneration and

otherwise as the Board shall arrange. Any Director may act by himself or his firm in a professional capacity for the Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director, provided that nothing herein contained shall authorise a Director or his firm to act as Auditor or Auditors to the Company.

90. No Director or intending Director shall be disqualified by his office from contracting with the Company either as vendor, purchaser or otherwise nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested, be liable to be avoided nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relation thereby established, but the nature of his interest shall be declared by him at the meeting of the Board at which the question of entering into the contract or arrangement is first taken into consideration or, if the Director was not at the date of that meeting interested in the proposed contract or arrangement, at the next meeting of the Board held after he became so interested and, in a case where the Director becomes interested in a contract or arrangement after it is made, such declaration shall be made at the first meeting of the Board held after he becomes so interested.

A general notice to the Board by a Director that he is a member of any specified firm or company and is to be regarded as interested in any contract or transaction which may, after the date of the notice, be made with such firm or company shall be a sufficient declaration of interest in relation to such contract or transaction under this Article and, after such general notice, it shall not be necessary to give any special notice relating to any particular contract or transaction with such firm or company, provided that any such general notice shall be of no effect unless either it is given at a meeting of the Board or the Director giving the notice takes reasonable steps to secure that it is brought up and read at the next meeting of the Board after it is given.

A Director shall not vote in respect of any contract or arrangement in which he is so interested and, if he shall do so, his vote shall not be counted, but this prohibition shall not apply to any arrangement for giving any Director any security or indemnity in respect of money lent by him to or obligations undertaken by him for the benefit of the Company nor to any contract by a Director to subscribe for or underwrite shares or debentures of the Company nor to any contract or arrangement with any other company in which he is interested only as an officer of the company or as holder

of shares or other securities nor to any contract between the Company and any other insurance company, nor to any matter connected with the Executive Share Incentive Scheme (other than his own participation therein) which was approved by the Company at an Extraordinary General Meeting held on 28th July, 1971.

This prohibition may at any time be suspended or relaxed by the Company in General Meeting to any extent and either generally or in respect of any particular contract, arrangement or transaction, and any particular contract, arrangement or transaction in contravention of the prohibition may be ratified by the Company in General Meeting.

91. A Director may hold office as a Director, Manager or other officer of or be otherwise interested in any other company of which the Company is a Member or in which the Company is otherwise interested and shall not b. liable to account to the Company for any remuneration or other benefits receivable by him from such other company.

92. Subject to the provisions of these Articles the Company may from time to time in General Meeting appoint new Directors and increase or reduce the number of Directors and may also determine in what rotation the increased or reduced number is to go out of office.

93. Without prejudice to the power of the Company under Section 184 of the Act to remove a Director before the expiration of his period of office by Ordinary Resolution, the Company may by Extraordinary Resolution remove any Director before the expiration of his period of office, and may by Ordinary Resolution appoint another Director in his stead. A person appointed in place of a Director so removed shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director.

EXECUTIVE DIRECTORS

94. (A) Tl. Board may from time to time appoint one or more of their body to be an Executive Director under such title and on such terms as to remuneration and otherwise and for such period as they may determine, and a person so appointed is in these Articles referred to as an " Executive Director ".

(B) The appointment of any Director to be an Executive Director shall be subject to termination if he cease from any cause to be a Director, unless the contract or resolution under which he holds office shall expressly state otherwise, but without prejudice to any claim he may have for damages for breach of any contract of service between him and the Company.

95. The Board may entrust to and confer upon any Executive Director any of the powers exercisable by them as Directors upon such terms and conditions and with such restrictions as they think fit, and either collaterally with or to the exclusion of their own powers, and may from time to time revoke, withdraw, alter, or vary all or any of such powers.

96. The Board may in any contract of service provide and may from time to time resolve that the Director appointed an Executive Director by such contract or, as the case may be, that such of the Executive Directors as the Board shall specify in such resolution shall be exempted from retirement by rotation, and any such resolution shall be effective and may at any time be revoked by the Board with respect to any such Director.

POWERS OF BORROWING AND MORTGAGING

97. The Board may exercise all the powers of the Company to raise or borrow money, but so that the aggregate amount at any one time owing in respect of moneys borrowed by the Company and all its subsidiaries (exclusive of inter-company borrowings) shall not without the sanction of the Company in General Meeting exceed one and a half times the amount of the issued and paid up Share Capital of the Company. Nevertheless no lender or other person dealing with the Company shall be concerned to see or enquire whether this limit is observed.

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

POWERS AND DUTIES OF THE BOARD

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

100. The business of the Company shall be managed by the Board, which may exercise all such powers of the Company, and do on behalf of the Company all such acts as may be exercised and done by the Company, and as are not by the Statutes or by these Articles required to be exercised or done by the Company in General Meeting, subject nevertheless to any regulations of these Articles, to the provisions of the Statutes, and to such regulations being not inconsistent with the aforesaid regulations or provisions as may be prescribed by the Company in General Meeting, but no regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.

101. The Board may establish any local boards or agencies for managing any of the affairs of the Company, either in the United Kingdom or elsewhere, and may appoint any persons to be members of such local boards, or any managers or agents, and may fix their remuneration, and may delegate to any local board, manager or agent any of the powers, authorities and discretions vested in the Board (other than the power to make calls), with power to sub-delegate and may authorise the members of any local board, or any of them, to fill any vacancies therein, and to act notwithstanding vacancies, and any such appointment or delegation may be made upon such terms and subject to such conditions as the Board may think fit, and the Board may remove any person so appointed, and may annul or vary any such delegation, but no person dealing in good faith and without notice of any such annulment or variation shall be affected thereby.

102. The Board may from time to time and at any time by power of attorney under the Seal appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Board, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the

Board under these Articles) and for such period and subject to such conditions as it may think fit, and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Board may think fit, and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in him.

103. The Company or the Board on behalf of the Company may exercise all the powers of Section 35 of the Act, relating to the official seals for use abroad, and any such seal shall be affixed by the authority and in the presence of, and the instrument sealed therewith shall be signed by, such persons as the Board shall from time to time by writing under the Seal appoint.

104. The Company may also exercise the powers of Section 119 to 122 inclusive of the Act with reference to the keeping of Dominion Registers, and the Board may (subject to the provisions of those Sections) make and vary such regulations as it may think fit for the keeping of any such Register.

105. (A) The Board may grant such pensions, allowances, gratuities or other benefits to any persons or to the widows or dependants of any deceased persons in respect of services rendered by such persons or deceased persons to the Company as Directors or Managers or in any other offices or employment under the Company as they may from time to time consider expedient in the interest of the Company. Any such pensions or allowances may as the Board considers advisable, be of such amounts and be granted for such periods, either for a life or lives or for a definite period or for a period terminable on the happening of any contingency or event, and generally on such terms and conditions as the Board may think fit, and a pension may be granted to any officer or employee either before or in anticipation of or upon or at any time after actual retirement, and the right of the grantee to receive a pension or benefit so granted shall not be affected by his being appointed or continuing in office as a Director and receiving remuneration as such.

(B) The Board may provide out of the Company's moneys and vest in trustees upon trusts appropriate for the purpose, funds for providing for the payment of any pensions, allowances, gratuities or other benefits granted as aforesaid, and may also establish and contribute out of the Company's moneys to any schemes or funds under which officers and employees of the Company (including Directors holding other offices or employment), their widows or dependants, will or may become entitled to receive pensions,

allowances, life assurances and other benefits on retirement or death after a certain length of service.

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

PROCEEDINGS OF THE BOARD

107. The Board may meet for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit, and determine the quorum necessary for the transaction of business. Unless otherwise determined by the Board three shall be a quorum. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equity of votes the chairman shall have a second or casting vote.

108. The Board may from time to time elect from its members including any Executive Directors a Chairman and one or more Deputy Chairmen and determine the period for which each of them is to hold office respectively. The Chairman, or in his absence, any Deputy Chairman shall preside at its meetings but if no such Chairman or Deputy Chairman be elected or if at any meeting the Chairman or any Deputy Chairman be not present within five minutes after the time appointed for holding the same, the Board shall choose one of its number to be chairman of such meeting.

As amended by Special Resolution passed on 28th May, 1965.

109. The Chairman may, and on the request of a Director the Secretary shall, at any time summon a meeting of the Board. It shall not be necessary to give notice of a meeting of the Board to any Director for the time being absent from the United Kingdom.

110. The Board may delegate any of its powers, including authority to affix the Seal to any document, to Committees consisting of such members (not being less than two in number excluding ex officio members) of its body as it thinks fit. Any Committee so formed shall in the exercise of the powers so delegated conform to any regulations that may from time to time be imposed upon it by the Board. Questions arising at any meeting of a Committee shall be decided by a majority of votes. In the case of an equality of votes the chairman shall have a second or casting vote. The Chairman of the Board shall be an ex officio member of all Committees appointed by the Board.

111. All acts *bona fide* done by any meeting of the Board or of a Committee of the Board, or by any person acting as a Director, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment of any Director or person acting as aforesaid or that they or any of them were disqualified or had ceased to be Directors or a Director, be as valid as if every such person had been duly appointed and was qualified to be and had continued to be a Director.

112. The Board shall cause proper minutes to be made of all General Meetings of the Company and also of all appointments of officers and of the proceedings of all meetings of the Board and Committees of the Board, and of all business transacted at such meetings and a record of the attendances thereat. Any such minutes of any meeting, if purporting to be signed by the chairman of such meeting, or by the chairman of the next succeeding meeting of the Company or of the Board or Committee, shall be conclusive evidence without any further proof of the facts therein stated.

113. A resolution in writing signed by all the Directors for the time being entitled to receive notice of a meeting of the Board shall be as effective for all purposes as a resolution passed at a meeting of the Board duly convened and held and may consist of several documents in the like form each signed by one or more of the Directors.

REMUNERATION OF DIRECTORS

As amended by Special Resolutions passed on 6th July, 1959 and 28th May, 1965.

114. Each of the Directors shall be paid out of the funds of the Company by way of remuneration for his services a yearly sum of £1,000 before deduction of income tax. The Chairman and each Deputy Chairman of the Board shall, in addition, but subject to the provisions of any contract of service between them and the Company be entitled to such yearly sum (if any) as may be fixed by the Directors not exceeding £500 each before deduction of income tax. All remuneration payable to Directors shall be deemed to accrue from day to day and shall be paid by equal quarterly instalments.

115. The Directors shall also be entitled to be repaid all travelling, hotel and other expenses properly and reasonably incurred by them respectively in and about the business of the Company, including their expenses of travelling to and from Board or Committee or General Meetings.

116. The Board may grant special remuneration to any member thereof who shall be appointed to serve on any Committee of the Board or who, at the request of the Board, shall render any special or extra services to the Company, or go or reside abroad in connection with the conduct of any of the affairs of the Company. Such special remuneration may be made payable to such Director in addition to or in substitution for his ordinary remuneration as a Director, and may be payable by way of a lump sum or otherwise as the Board shall determine.

ROTATION AND RETIREMENT OF DIRECTORS

117. At the Annual General Meeting in every year one-fifth of the Directors for the time being (or if their number is not a multiple of five then the number nearest to but not exceeding one-fifth) shall retire from office, provided that an Executive Director for the time being exempted from retirement by rotation under Article 96 hereof shall not be subject to retirement by rotation or be taken into account in determining the rotation of Directors for retirement in any year. *As amended by Special Resolution passed on 31st May, 1962.*

118. The Directors to retire at the Annual General Meeting in every year shall be the Directors who have been longest in office since their last election. As between Directors of equal seniority, the Directors to retire shall in the absence of agreement be selected from among them by lot. A retiring Director shall be eligible for re-election and shall act as a Director throughout the meeting at which he retires.

119. (A) No Director shall be required to vacate his office under an age limit prior to his having attained the age of 75 years and any Director retiring from office under the provisions of these Articles shall be capable of being re-appointed as a Director at any time prior to his having attained the age of 75 years. No special notice shall be required of any resolution re-appointing a Director prior to his having attained the age of 75 years nor shall it be necessary to give to the Members notice of the age of any Director under the age of 75 years proposed to be re-appointed as a Director.

(B) A Director shall vacate his office at the conclusion of the Annual General Meeting of the Company next after he attains the age of 75 years. Any Director so vacating office may, by Ordinary Resolution of the Company, be re-appointed a Director for such period and on such terms as the Company shall by such resolution determine and upon such re-appointment he shall be deemed, for the purpose of ascertaining his retirement by rotation, to be a Director newly appointed at the time of the passing of such resolution unless

such resolution shall otherwise provide. Special notice of such resolution shall be given and the notice thereof given to Members shall state the age of the Director proposed to be re-appointed. If a Director who has been re-appointed as aforesaid subsequently retires from office, the foregoing provisions of this paragraph relating to his re-appointment shall apply in like manner to any further re-appointment.

(C) Paragraphs (A) and (B) of this Article shall not apply to any Director who was in office on the 12th day of June, 1947. No such Director shall be required to vacate his office under an age limit at any time and any such Director retiring from office under the provisions of these Articles shall be capable of being re-appointed as a Director at any time. No special notice shall be required of any resolution re-appointing any such Director nor shall it be necessary to give to the Members notice of the age of any such Director proposed to be re-appointed as a Director.

(D) Any acts done by a person as a Director shall be valid notwithstanding that it is afterwards discovered that his appointment had terminated by virtue of his having attained any specified age.

120. Subject to any Resolution for reducing the number of Directors, the Company may at the meeting at which a Director retires in manner aforesaid, fill the vacated office by electing a person thereto.

121. No person other than a Director retiring at the meeting shall, unless recommended by the Board for election, be eligible for election to the office of Director at any General Meeting unless, within the prescribed time before the day appointed for the meeting, there shall have been given to the Secretary notice in writing by some Member duly qualified to be present and vote at the meeting for which such notice is given of his intention to propose such person for election, and also notice in writing, signed by the person to be proposed, of his willingness to be elected. The prescribed time above mentioned shall be such that, between the date when the notice is served or deemed to be served, and the day appointed for the meeting there shall be not less than four nor more than twenty-one clear intervening days.

122. If, at any meeting at which an election of Directors ought to take place, the place of any retiring Director is not filled up, such retiring Director shall, if willing to act, be deemed to have been re-elected, unless at such meeting it shall be determined to reduce the number of Directors or a resolution for the re-election of such retiring Director shall have been put to the meeting and not carried.

DISQUALIFICATION OF DIRECTORS

123. The office of a Director shall be vacated:—

(A) If he becomes bankrupt or makes any arrangement or composition with his creditors.

(B) If he becomes of unsound mind or physically or mentally incapable of performing the functions of a Director and the Board shall resolve that he is so disqualified.

(C) If he ceases to be a Director under the provisions of the Statutes as to the acquiring and holding by Directors of their qualification.

(D) If he absents himself from the meetings of the Board during a continuous period of six months without special leave of absence from the Board, and the Board shall resolve that he is so disqualified.

(E) If he is prohibited from being a Director by reason of any provision of the Statutes.

(F) If, subject to the terms of any contract between him and the Company, by notice in writing to the Company he resigns his office.

(G) If without the sanction of the Board he be or becomes a Director, Auditor or other officer of or in any other Company carrying on all or any of the branches of the business for the time being carried on by the Company.

(H) If, in writing by all the other Directors, he be requested to resign.

THE SEAL

124. (A) The Board shall provide for the safe custody of the Seal which shall be used only by the authority of the Board or of a committee of the Board authorised by the Board in that behalf and save as hereinafter provided every instrument to which the Seal shall be affixed shall be autographically signed by a Director and shall be countersigned by the Secretary or by some other person appointed by the Board for the purpose. The Board may by resolution determine either generally or in any particular case or cases that:— *As amended by Special Resolutions passed on 31st May, 1957 and 31st May, 1962.*

(i) when the Seal is affixed to any certificate or other document of title in respect of any Share, Stock, Debenture or any other security of the Company either (a) all or any of

the signatures may be affixed by a mechanical method under the control of the Auditors, Transfer Auditors or Bankers of the Company or (b) such certificates or other documents of title need not be signed by any person if the method or system of affixing the Seal thereto is approved by (or the certificates or other documents of title have been approved for sealing by) the Auditors, Transfer Auditors or Bankers of the Company;

(ii) where the Seal is required to be affixed to any share transfer, form of acceptance or any other instrument whereby title to Shares, Stocks, Debentures or other securities in any other Company is transferred to or by the Company every such instrument may be signed by such person or persons as the Board may determine.

Provided that the Board may by resolution determine either generally or in any particular case or cases that the signature of any Director or of the Secretary or such other person as shall be appointed by the Board may be applied to certificates under the Seal for shares, debentures or any other security of the Company by some mechanical means which is controlled by the auditors, transfer auditors or bankers of the Company.

(B) All policies, contracts of assurance, bonds, guarantees, indemnities, consents and undertakings may be in such form and contain such powers, provisos, conditions, covenants, clauses and agreements as the Board shall think fit, and it shall not be necessary for the same or any of them to be sealed with the Seal but the same and any other deeds and documents, which the Board resolve shall not be sealed, shall be signed by the Secretary or such other person or persons and in such manner as the Board may from time to time determine.

SECRETARY

125. The Board shall from time to time appoint and may remove a Secretary or Joint Secretaries and may appoint and remove one or more Assistant Secretaries.

126. A provision of the Act or these Articles requiring or authorising a thing be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary, but any such provision requiring or authorising a thing to be done by or to the Secretary shall be satisfied by its being done by or to any one Joint or Assistant Secretary.

DIVIDENDS AND RESERVE

127. Subject to any preferential or other special rights for the time being attached to any special class of shares, the profits of the Company which shall from time to time be determined to be distributed by way of dividend shall be applied in payment of dividends upon the shares of the Company.

128. All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.

129. The Company in General Meeting may from time to time declare dividends, but no such dividend shall (except as by the Statutes expressly authorised) be payable otherwise than out of the profits of the Company. No higher dividend shall be paid than is recommended by the Board, and the declaration of the Board as to the amount of the profits at any time available for dividend shall be conclusive. The Board may if it thinks fit and if in its opinion the position of the Company justifies such payment, from time to time declare and pay an interim dividend or pay any preferential dividends which are payable on fixed dates.

130. With the sanction of a General Meeting, dividends may be paid wholly or in part in specie and may be satisfied in whole or in part by the distribution amongst Members, in accordance with their rights, of fully-paid shares, debentures or other securities of the Company or of any other company, or of any other property suitable for distribution as aforesaid. The Board shall have full liberty to make all such valuations, adjustments and arrangements and to issue all such certificates or documents of title as may in its opinion be necessary or expedient with a view to facilitating the equitable distribution amongst the Members of any dividends or portions of dividends to be satisfied as aforesaid or to giving them the benefit of their proper shares and interests in the property and no valuation, adjustment or arrangement so made shall be questioned by any Member.

131. Any dividend, instalment of dividend or interest or other moneys payable in cash in respect of any share may be paid by cheque or warrant payable to the order of the Member or person entitled thereto, or (in the case of joint holders) of that Member or person whose name stands first on the Register in respect of the joint holding.

Every such cheque or warrant shall (unless otherwise directed) be sent by post to the last registered address of the Member or person entitled thereto, and the receipt of the person whose name appears on the Register as the owner of any share, or, in the case of joint holders, of any one of such holders, or of his or their agent duly appointed in writing, shall be a good discharge to the Company for the same. Every such cheque or warrant shall be sent at the risk of the person entitled to the money represented thereby. No unpaid dividend or interest as aforesaid shall bear interest against the Company.

132. The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks proper as a reserve fund or reserve funds which shall at the discretion of the Board be applicable for meeting contingencies or for repairing or maintaining any works connected with the business of the Company, or for any other purposes for which the profits of the Company may lawfully be applied, or shall, with the sanction of the Company in General Meeting, be as to the whole or in part applicable for equalising dividends, or for distribution by way of special dividend, and pending such application the Board may apply the sums from time to time so set apart as aforesaid in the business of the Company or invest the same in such securities, other than the shares of the Company, as it may select. The Board may also from time to time carry forward such sums as it may deem expedient in the interests of the Company not to divide.

133. The Board may deduct from any dividend or other moneys payable in respect of any shares held by a Member, either alone or jointly with any other Member, all such sums of money (if any) as may be due and payable by him either alone or jointly with any other person to the Company on account of calls or howsoever otherwise.

134. The payment by the Board of any unclaimed dividend or other moneys payable on or in respect of a share into a separate bank account shall not constitute the Company a trustee in respect thereof and any dividend unclaimed after a period of twelve years from the date of declaration of such dividend shall be forfeited and shall revert to the Company.

CAPITALISATION OF RESERVES AND PROFITS

As amended by Special Resolutions passed on 31st July, 1956 and 28th July, 1971.

135. Subject to the provisions of the Act relating to any capital redemption reserve fund or any share premium account the Company

in General Meeting may upon the recommendation of the Board at any time and from time to time when no dividend on any Preference Shares is in arrear pass a Resolution that any sum (*a*) for the time being standing to the credit of any reserve fund or reserve account of the Company, including premiums received on the issue of any shares or debentures of the Company, or (*b*) being undivided net profits in the hands of the Company, be capitalised, and that such sum be appropriated as capital to and amongst the Ordinary shareholders in the proportions in which they would have been entitled thereto if the same had been distributed by way of dividend on the Ordinary Shares (treating, for the purposes of this Article only, partly paid Ordinary Shares as if they were fully paid and entitled to rank for all dividends declared or paid in respect of the Ordinary Shares of the Company) and in such manner as the Resolution may direct, and such Resolution shall be effective; and the Board shall in accordance with such Resolution apply such sum in paying up in full any unissued shares or debentures of the Company on behalf of the Ordinary shareholders aforesaid, and appropriate such shares or debentures to, and distribute the same, credited as fully paid up, amongst such shareholders in the proportions aforesaid, in satisfaction of the shares and interests of such shareholders in the said capitalised sum, or shall apply such sum or any part thereof on behalf of the shareholders aforesaid in paying up the whole or part of any uncalled balance which shall for the time being be unpaid in respect of any issued Ordinary Shares held by such shareholders or otherwise deal with such sum as directed by such Resolution.

Where any difficulty arises in respect of any such distribution the Board may settle the same as it thinks expedient, and in particular it may issue fractional certificates, fix the value for distribution of any fully paid up shares or debentures, make cash payments to any shareholders on the footing of the value so fixed in order to adjust rights, and vest any such shares or debentures in trustees upon such trusts for or for the benefit of the persons entitled to share in the appropriation and distribution as may seem just and expedient to the Board. When deemed requisite a proper contract for the allotment and acceptance of any shares to be distributed as aforesaid shall be delivered to the Registrar of Companies for registration in accordance with Section 52 of the Act, and the Board may appoint any person to sign such contract on behalf of the persons entitled to share in the appropriation and distribution and such appointment shall be effective.

For the purpose of this Article, the preferential dividend on Preference Shares shall be deemed to be in arrear if not paid on the usual half-yearly dates.

ACCOUNTS AND AUDIT

136. The Board shall cause proper accounts to be kept and the provisions of the Statutes in this regard shall be complied with. The books of account shall be kept at the Office, or subject to Section 147 (3) of the Act at such other place or places as the Board shall think fit, and shall always be open to the inspection of any Director.

137. The Board shall from time to time determine whether in any particular case or class of cases or generally and to what extent and at what times and places and under what conditions or regulations (subject to the provisions of the Act) the accounts and books of the Company, or any of them, shall be open to the inspection of Members, and no Member (not being a Director) shall have any right of inspection any account or book or document of the Company, except as conferred by Statute or authorised by the Board or by a resolution of the Company in General Meeting.

138. The Board shall from time to time in accordance with Sections 148, 150 and 157 of the Act cause to be prepared and to be laid before the Company in General Meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in those Sections.

139. A printed copy of the said balance sheet, accounts and reports shall twenty-one days at least before the date of the meeting be delivered or sent by post to every Member and debenture holder of the Company or in the case of a joint holding to that Member or debenture holder (as the case may be) whose name stands first in the appropriate register in respect of the joint holding and to the Auditors of the Company and three copies shall at the same time be sent to the Secretary of the Share and Loan Department, The Stock Exchange, London. The Auditors' report shall be read at the meeting. No accidental non-compliance with the provisions of this Article shall invalidate the proceedings at the meeting.

140. The provisions of the Statutes as to the appointment, powers and rights, remuneration and duties of the Auditors shall be complied with.

NOTICES

141. A notice or other document may be served by the Company upon any Member either personally or by sending it through the post in a prepaid letter addressed to such Member at his registered address as appearing in the Register.

142. Any such notice or other document if served by post shall be deemed to have been served on the day following that on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice or document was properly addressed and posted as a prepaid letter or prepaid registered letter as the case may be.

143. All notices directed to be given to the Members shall with respect to any share to which persons are jointly entitled be given to whichever of such persons is named first in the Register, and notice so given shall be sufficient notice to all the holders of such share.

144. Any Member described in the Register by an address not within the United Kingdom who shall from time to time give the Company an address within the United Kingdom at which notices may be served upon him shall be entitled to have notices served upon him at such address, but save as aforesaid no Member other than a registered Member described in the Register by an address within the United Kingdom shall be entitled to receive any notice from the Company.

145. Any summons, notice, order or other document required to be sent to or served upon the Company, or upon any officer of the Company, may be sent or served by leaving the same or sending it through the post in a prepaid registered letter addressed to the Company, or to such officer, at the Office.

WINDING UP

146. If the Company shall be wound up, the Liquidator may, with the sanction of an Extraordinary Resolution, divide among the Members in specie any part of the assets of the Company and any such division may be otherwise than in accordance with the existing rights of the Members, but so that if any division is resolved on otherwise than in accordance with such rights the Members shall have the same right of dissent and consequential rights as if such resolution were a Special Resolution passed pursuant to Section 287 of the Act. A Special Resolution sanctioning a transfer or sale to another company duly passed pursuant to the said Section may in like manner authorise the distribution of any shares or other consideration receivable by the Liquidator amongst the Members otherwise than in accordance with their existing rights, and any such determination shall be binding upon all the Members, subject to the right of dissent and consequential rights conferred by the said Section.

147. If the Company shall be wound up and the assets available for distribution shall be insufficient to pay the whole of the paid-up capital, such assets shall be distributed so that as nearly as may be the losses shall be borne by the Members in proportion to the capital paid up or which ought to have been paid up at the commencement of the winding up on the shares held by them respectively, other than amounts paid up in advance of calls. This Article is to be without prejudice to the rights of the holders of shares issued upon special conditions.

SECRECY

148. No member or General Meeting or other Meeting of Members shall be entitled to require discovery of or any information respecting any detail of the Company's trading, or any matter which is or may be in the nature of a trade secret, mystery of trade or secret process, or which may relate to the conduct of the business of the Company which in the opinion of the Board it would be inexpedient in the interest of the Company to communicate to the public.

INDEMNITY

149. Every Director, Executive Director, Agent, Auditor, Secretary or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities (including any such liability as is mentioned in paragraph (*b*) of the proviso to Section 205 of the Act) which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by the said Section.

APPENDIX

EAGLE STAR INSURANCE COMPANY LIMITED

The following are copies of Special Resolutions and other Resolutions altering the capital of the Company from 31st July, 1956 to date, and of the Executive Share Incentive Scheme and the Share Option Scheme.

No. 82051

Eagle Star Insurance Company Limited

At an EXTRAORDINARY GENERAL MEETING of the above-named Company duly convened and held at Wimborne House, 22, Arlington Street, London, S.W.1, on the 31st day of July, 1956, the following Resolutions were duly passed as SPECIAL RESOLUTIONS: —

RESOLUTIONS

1. THAT the Scheme of Arrangement between the Company and (i) the holders of its Preferred Ordinary Shares of £3 each (ii) the holders of its Ordinary Shares of £3 each (iii) the holders of its fully-paid Ordinary Shares of 10s. each and (iv) the holders of its partly-paid Ordinary Shares of 10s. each (a print whereof has been produced to this Meeting and for the purpose of identification subscribed by the Chairman) be approved with such modification (if any) therein as the Court may approve or impose and that the Board of Directors be authorised and directed to take all necessary steps and proceedings for carrying the said Scheme into effect.

2. THAT subject to and upon the Scheme beoming operative as provided by paragraph 8 thereof the capital of the Company be reduced from £5,500,000 divided into 1,000,000 4 per cent. Cumulative Preference Shares of £1 each 1,000,000 4 per cent. Second Cumulative Preference Shares of £1 each 615,514 Preferred Ordinary Shares of £3 each 157,892 Ordinary Shares of £3 each 2,313,564 Ordinary Shares of 10s. each and 23,000 unclassified Shares of £1 each to £3,289,501 divided into 1,000,000 4 per cent. Cumulative Preference Shares of £1 each 1,000,000 4 per cent. Second Cumulative Preference Shares of £1 each 615,514 Preferred Ordinary Shares of 1s. each 2,471,450 Ordinary Shares of 10s. each 6 Ordinary Shares of 1s. each and 23,000 unclassified Shares of £1 each and that such reduction be effected by

(*a*) cancelling paid-up capital to the extent of 5s. per share on each of the Preferred Ordinary Shares of £3;

(*b*) extinguishing the liability in respect of uncalled capital to the extent of 54s. per share on each of the Preferred Ordinary Shares of £3;

(*c*) extinguishing the liability in respect of uncalled capital to the extent of 50s. per share on each of the Ordinary Shares of £3;

(*d*) extinguishing the liability in respect of uncalled capital to the extent of 9s. per share on each of the 6 partly-paid Ordinary Shares of 10s.;

(*e*) reducing the nominal amount of each of the Preferred Ordinary Shares of £3 from £3 to 1s.;

(*f*) reducing the nominal amount of each of the Ordinary Shares of £3 from £3 to 10s.;

(*g*) reducing the nominal amount of each such 6 Ordinary Shares of 10s. from 10s. to 1s.

3. THAT subject to and upon such reduction as aforesaid taking effect the preferential and special rights and privileges attached to the said 615,514 Preferred Ordinary Shares of 1s. each resulting from such reduction shall be abrogated as on and from the 1st July, 1956, but without prejudice to and so as not to affect the half-yearly dividend declared on the Preferred Ordinary Shares in respect of the first six months of 1956 and paid on the 2nd July, 1956, and

(*a*) all such 615,514 Preferred Ordinary Shares of 1s. each be converted into 615,514 Ordinary Shares of 1s. each in the capital of the Company so as to form with the 6 Ordinary Shares of 1s. each resulting from the said reduction 615,520 Ordinary Shares of 1s. each all ranking for dividend as from the 1st January, 1956, and entitled to participate as if fully paid up on and at all times since such date in all dividends declared on Ordinary Shares on or after the 1st July, 1956, but not entitled to participate in any interim or other dividend declared prior to such 1st July, 1956, whether payable on such date or prior or subsequent thereto;

(*b*) Every ten of the 615,520 Ordinary Shares of 1s. each resulting from such reduction and conversion be consolidated into one Ordinary Share of 10s. ranking for and entitled as to dividend as aforesaid but otherwise ranking *pari pasu* in all respects with the existing fully paid Ordinary Shares of 10s. each; and the Board of Directors be authorised and directed to settle any difficulty which may arise with regard to such consolidation and to determine which of such shares are consolidated into each consolidated share and in the case of shares registered in the name of one Member being consolidated with shares registered in the name of another Member to make such arrangements for the sale of the consolidated share and to sell the same to such

person or persons and at such price as the Board may in its absolute discretion think fit and to distribute the net proceeds of sale among the holders of such fractional holdings rateably in accordance with their rights and interests in the consolidated share so sold and to appoint some person to transfer to the purchaser or purchasers thereof the shares so sold and such appointment and any transfer executed in pursuance thereof shall be effective and do all such other acts and things (if any) necessary to carry this Resolution into effect.

4. THAT further subject to and upon such reduction as aforesaid taking effect

(*a*) each of the 23,000 unclassified Shares of £1 be sub-divided into two unclassified Shares of 10s. each and

(*b*) the share capital of the Company be increased to its former amount of £5,500,000 by the creation of 3,466,998 Ordinary Shares of 10s. each and 954,000 unclassified Shares of 10s. each.

5. THAT the persons who at the close of business on the day before the day on which the Scheme becomes operative are the holders of Preferred Ordinary Shares be paid within two months of the Scheme becoming operative a special non-recurring dividend of 1½d. (less income tax) per Preferred Ordinary Share so held by them respectively.

6. THAT further subject to and upon such reduction as aforesaid taking effect the Articles of Association of the Company be altered:—

(*a*) by deleting therefrom the first sentence of Article 3 thereof and substituting therefor in the said Article 3 the following new first sentence (that is to say):—"The share capital of the Company at the date upon which the resolution for the inclusion of this sentence in the Company's Articles takes effect is £5,500,000 divided into 1,000,000 4 per cent. Preference Shares of £1 each 1,000,000 4 per cent. Second Preference Shares of £1 each 6,000,000 Ordinary Shares of 10s. each and 1,000,000 unclassified Shares of 10s. each."

(*b*) by deleting therefrom paragraph (C) of the said Article 3.

(*c*) by deleting therefrom paragraph (A) of Article 72 and substituting therefor and in its place in the said Article 72 the following new paragraph (A) (that is to say):—

"(A). The 4 per cent. Preference Shares and the 4 per cent. Second Preference Shares respectively shall confer upon the holders thereof respectively the right to receive notice of and to attend and vote at a general meeting of the Company only if and when at the time of convening such meeting the cumulative preferential dividend on the 4 per cent. Preference Shares or the 4 per cent. Second Preference Shares (as the case

may be) is six months in arrear or if the business of the meeting includes the consideration of any resolution directly affecting the special rights and privileges attached to the 4 per cent. Preference Shares or the 4 per cent. Second Preference Shares (as the case may be) or any resolution reducing the capital of the Company or for winding up the Company. For the purposes of this paragraph the cumulative preferential dividend on the 4 per cent. Preference Shares and the 4 per cent. Second Preference Shares shall be deemed to be payable by half-yearly instalments on the 1st day of January and the 1st day of July in each year."

(*d*) by deleting from paragraph (B) of the said Article 72 the words " and the Ordinary Shares of £3 each (10s. paid) " at present appearing therein, and

(*e*) by deleting from the first paragraph and from the last paragraph of Article 135 the words " or Preferred Ordinary Shares " at present appearing in both such paragraphs.

7. THAT as recommended by the Board of Directors subject to and upon such reduction as aforesaid taking effect the sum of £1,196,122 being part of the sum standing to the credit of the Company's General Reserve Fund be capitalised and appropriated as capital to and amongst the persons who at the close of business in the seventh day following the date on which the scheme shall become operative will be the registered holders of the 2,392,244 Ordinary Shares of 10s. each of the Company in the proportions they would have been entitled thereto had the same been then distributed by way of dividend and accordingly the Board be authorised and directed to apply such sum in paying up in full 2,392,244 new Ordinary Shares of 10s. each of the Company on behalf of such person and to appropriate such new Ordinary Shares to and distribute the same ranking for and entitled as to dividend as hereinafter mentioned and credited as fully paid amongst such persons in the proportion of one new fully-paid Ordinary Share for each Ordinary Share then to be registered in their names respectively in satisfaction of the shares and interest of such persons in the said capitalised sum and to do all other acts and things (if any) necessary or requisite for the purpose of carrying this resolution into effect. Such new Ordinary Shares shall rank for dividend as from the 1st January, 1956, and be entitled to participate as if fully paid on and at all times since such date in all dividends declared on Ordinary Shares on or after the 1st July, 1956, but shall not be entitled to participate in any interim or other dividend declared prior to such 1st July, 1956, whether payable on such date or prior or subsequently thereto.

B. E. S. MOUNTAIN,

Chairman.

No. 82051

Eagle Star Insurance Company Limited

At an ANNUAL GENERAL MEETING of the above-named Company duly convened and held at Wimborne House, 22, Arlington Street, London, S.W.1, on the 31st day of May, 1957, the following Resolution was duly passed as a SPECIAL RESOLUTION: —

RESOLUTION

THAT the Articles of Association of the Company be altered: —

(i) by deleting from Article 22 the words "under the Seal autographically signed by at least one Director and the Secretary or such other person as may be appointed by the Board."

(ii) by adding at the end of paragraph (A) of Article 124 the words "Provided that the Board may by resolution determine either generally or in any particular case or cases that the signature of any Director or of the Secretary or such other person as shall be appointed by the Board may be applied to certificates under the Seal for shares, debentures or any other security of the Company by some mechanical means which is controlled by the auditors, transfer auditors or bankers of the Company."

B. E. S. MOUNTAIN,
Chairman.

No. 82051

Eagle Star Insurance Company Limited

At an EXTRAORDINARY GENERAL MEETING of the above-named Company duly convened and held at the offices of the Company at Wimborne House, 22 Arlington Street, London, S.W.1, on Monday the 6th day of July, 1959, the following Resolutions were duly passed, those numbered 1, 2 and 3 as ORDINARY RESOLUTIONS and that numbered 4 as a SPECIAL RESOLUTION:—

RESOLUTIONS

1. THAT the 1,000,000 unclassified Shares of 10s. each in the capital of the Company, none of which has been issued, be designated Ordinary Shares.

2. THAT the capital of the Company be increased to £14,000,000 by the creation of 17,000,000 new Ordinary Shares of 10s. each.

3. THAT as recommended by the Board of Directors and subject to completion by the 5th October, 1959, of the issue of a further 1,200,000 Ordinary Shares of 10s. each and to the sums hereinafter mentioned standing by that date to the credit of the Company's Capital Reserve Account the sum of £3,600,000, being the sum of £143,964 10s. representing amounts other than share premiums standing to the credit of the Company's Capital Reserve Account and the sum of £3,456,035 10s. standing to the credit of the said Capital Reserve Account in respect of share premiums, be capitalised and appropriated as capital to and amongst the persons who at the close of business on the 5th day of October, 1959, will be the registered holders of the 7,200,000 Ordinary Shares of 10s. each of the Company in the proportions in which they would have been entitled thereto if the same had been then distributed by way of dividend on the said Ordinary Shares, and that accordingly the Board be authorised and directed to apply such sum in paying up in full 7,200,000 of the unissued Ordinary Shares

of 10s. each of the Company on behalf of such persons and to appropriate such Ordinary Shares to and distribute the same ranking for and entitled as to dividend as hereinafter mentioned and credited as fully paid amongst such persons in the proportion of one such fully paid Ordinary Share for each Ordinary Share then registered in their names respectively in satisfaction of the shares and interests of such persons in the said capitalised sum, and to do all other acts and things (if any) necessary or requisite for the purpose of carrying this resolution into effect. Such Ordinary Shares to be appropriated and distributed as aforesaid shall rank for dividend as from the 1st January, 1959, and be entitled to participate as if fully paid on and at all times since such date in all dividends hereafter declared on Ordinary Shares, but shall not be entitled to participate in the interim dividend on Ordinary Shares already paid on the 1st July, 1959.

4. THAT the Company's Articles of Association be altered in manner following, that is to say:—

(i) by substituting "twelve" in place of "six" in paragraph (B) of Article 72;

(ii) by substituting "twenty-five" in place of "twenty" in Article 85;

(iii) by substituting "£1,000" in place of "£750" in Article 114; and

(iv) by deleting the first sentence of Article 3 and substituting therefor the following sentence:—

"The share capital of the Company is £14,000,000 divided into 1,000,000 4 per cent. Preference Shares of £1 each, 1,000,000 4 per cent. Second Preference Shares of £1 each and 24,000,000 Ordinary Shares of 10s. each".

B. E. S. MOUNTAIN,
Chairman.

No. 82051

Eagle Star Insurance Company Limited

At an EXTRAORDINARY GENERAL MEETING of the above-named Company duly convened and held at Wimborne House, 22 Arlington Street, London, S.W.1, on Wednesday, the 12th day of October, 1960, the following Resolution was duly passed as a SPECIAL RESOLUTION:—

RESOLUTION

THAT the Share Premium Account of the Company be reduced from £8,165,241 to £4,465,241.

B. E. S. MOUNTAIN,

Chairman.

No. 82051

Eagle Star Insurance Company Limited

At the ANNUAL GENERAL MEETING of the above-named Company duly convened and held at the offices of the Company at Wimborne House, 22, Arlington Street, London, S.W.1, on Thursday, 31st May, 1962, the following Resolution was duly passed as a SPECIAL RESOLUTION:—

RESOLUTION

THAT the Articles of Association of the Company be varied by:—

(1) the deletion from Article 117 of the words " two of the Directors for the time being " and the substitution therefor of the following:—

" one-fifth of the Directors for the time being (or if their number is not a multiple of five then the number nearest to but not exceeding one-fifth) ".

(2) the deletion of paragraph (A) of Article 124 and the substitution therefor of the following:—

" (A) The Board shall provide for the safe custody of the Seal which shall be used only by the authority of the Board or of a committee of the Board authorised by the Board in that behalf and save as hereinafter provided every instrument to which the Seal shall be affixed shall be autographically signed by a Director and shall be countersigned by the Secretary or by some other person appointed by the Board for the purpose. The Board may by resolution determtne either generally or in any particular case or cases that:—

(i) when the Seal is affixed to any certificate or other document of title in respect of any Share, Stock, Debenture or any other security of the Company either (a) all or any of the signatures may be affixed by a mechanical method under the control of the Auditors, Transfer Auditors or Bankers of the Company or (b) such certificates or other documents of title need not be signed by any person if the method or system of affixing the Seal thereto is approved by (or the certificates or other documents of title have been approved for sealing by) the Auditors, Transfer Auditors or Bankers of the Company;

(ii) where the Seal is required to be affixed to any share transfer, form of acceptance or any other instrument whereby title to Shares, Stocks, Debentures or other securities in any other Company is transferred to or by the Company every such instrument may be signed by such person or persons as the Board may determine ".

B. E. S. MOUNTAIN,

Chairman.

No. 82051

Eagle Star Insurance Company Limited

At an ANNUAL GENERAL MEETING of the above-named Company duly convened and held at Wimborne House, 22 Arlington Street, London, S.W.1, on Friday the 28th day of May, 1965, the following Resolution was duly passed as a SPECIAL RESOLUTION:—

RESOLUTION

THAT the Articles of Association of the Company be varied by:—

(1) the deletion of the whole of Article 108 and the substitution therefor of the following Article:—

"108. The Board may from time to time elect from its members including any Executive Directors a Chairman and one or more Deputy Chairmen and determine the period for which each of them is to hold office respectively. The Chairman, or in his absence, any Deputy Chairman shall preside at its meetings but if no such Chairman or Deputy Chairman be elected or if at any meeting the Chairman or any Deputy Chairman be not present within five minutes after the time appointed for holding the same, the Board shall choose one of its number to be chairman of such meeting."

(2) the deletion from Article 114 of the words "The Chairman and the Deputy Chairman of the Board shall" and the substitution therefor of the following:—

"The Chairman and each Deputy Chairman of the Board shall."

B. E. S. MOUNTAIN,
Chairman.

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No. 82051

Eagle Star Insurance Company Limited

AT the ANNUAL GENERAL MEETING of EAGLE STAR INSURANCE COMPANY LIMITED held at the offices of the Company at Wimborne House, 22 Arlington Street, London, S.W.1, on Friday the 6th of June, 1969, the following Resolution was duly passed as an ORDINARY RESOLUTION:—

RESOLUTION

"THAT the authorised capital of the Company be increased from £14,000,000 to £25,000,000 by the creation of 22,000,000 new Ordinary Shares of 10s. each."

BRIAN MOUNTAIN,
Chairman.

No. 82051

Eagle Star Insurance Company Limited

At the ANNUAL GENERAL MEETING of Eagle Star Insurance Company Limited held at Wimborne House, 22 Arlington Street, London, S.W.1, on Friday the 5th day of June, 1970 the following Resolution was duly passed as a SPECIAL RESOLUTION:—

RESOLUTION

THAT with effect from 15th February, 1971:

(*a*) The ordinary share capital of the company be divided into shares of 50p each in place of 10s. each.

(*b*) The Articles of Association of the company be altered as follows:

(i) by deleting the first sentence of Article 3 and substituting the following sentence:

"The share capital of the Company is £25,000,000 divided into 1,000,000 4 per cent. Preference Shares of £1 each, 1,000,000 4 per cent. Second Preference Shares of £1 each and 46,000,000 Ordinary Shares of 50p each.";

(ii) by substituting "No payment shall be required by the Company" for "Such fee, not exceeding two shillings and sixpence for each registration, as the Board may from time to time determine, shall be charged" in Article 48; and

(iii) by substituting "50p" for "10s." in Article 72 (b) wherever the latter expression appears.

B. E. S. MOUNTAIN,

Chairman.

No. 82051

Eagle Star Insurance Company Limited

At an EXTRAORDINARY GENERAL MEETING of the above named Company duly convened and held on 28th July, 1971 at Wimborne House, 22 Arlington Street, London S.W.1, the following Resolution was duly passed as a SPECIAL RESOLUTION:—

RESOLUTION

THAT:—

(*a*) The Executive Share Incentive Scheme set out in the Appendix to and summarised in the Circular Letter dated 2nd July, 1971 which accompanied the Notice convening this meeting be and the same is hereby approved, to the intent that such approval shall in so far as is requisite operate by way of alteration of the Articles of Association of the Company;

(*b*) The Directors of the Company be and they are hereby authorised to vote as Directors on any matters connected with the said Executive Share Incentive Scheme (other than their own participation therein) notwithstanding that they may be interested in the same, and the prohibition of interested Directors voting contained in Article 90 of the Articles of Association of the Company be and the same is hereby relaxed to that extent accordingly; and

(*c*) The Articles of Association of the Company be and they are hereby altered by inserting in the thirteenth line of Article 135 after the words "Ordinary Shares", the following words:—

"(treating, for the purposes of this Article only, partly paid Ordinary Shares as if they were fully paid and entitled to rank for all dividends declared or paid in respect of the Ordinary Shares of the Company)"

ALEXANDER ROSS,
Chairman of the Meeting.

[The Appendix referred to above appears on the following pages]

APPENDIX

EAGLE STAR INSURANCE COMPANY LIMITED

EXECUTIVE SHARE INCENTIVE SCHEME

Definitions

1. In this Scheme where the context so admits the following words and expressions shall have the following meanings:—

"The Company"	Eagle Star Insurance Company Limited.
"Subsidiary"	A subsidiary of the Company within the meaning of Section 154 of the Companies Act 1948.
"The Group"	The Company and its subsidiaries for the time being.
"The Board"	The Board of Directors of the Company or the Directors present at a duly convened meeting of the Directors at which a quorum is present or the persons appointed by the Board to act as a committee of the Board for all or any matters relating to the Scheme.
"Eligible Employees"	Employees of the Group (including full time salaried executive directors of the Company and of subsidiaries) selected by the Board to participate in the Scheme.
"Participants"	Eligible Employees who for the time being participate in the Scheme.
"Ordinary Shares"	The fully paid Ordinary Shares of the Company for the time being in issue.
"Scheme Shares"	Ordinary Shares in the capital of the Company issued pursuant to the Scheme or any share representing the same following a sub-division or consolidation thereof being in any such case shares which are for the time being partly paid.
"Further Shares"	(i) Any Ordinary Shares or other securities issued to a Participant credited as fully paid by way of capitalisation of profits or reserves pursuant to Clause 16.

(ii) Any Ordinary Shares or other securities subscribed or purchased by a Participant pursuant to Clause 17.

"Middle Market Quotation"	The middle market quotation of the Ordinary Shares as shown by the daily official list of The Stock Exchange, London.
"Issue Price"	A price in relation to a Scheme Share equal to the average of the middle market quotations during the period beginning with the day upon which a Scheme Share is offered to a Participant pursuant to the Scheme and ending on the business day preceding the expiry date of the offer. If after the date of issue thereof there shall be any sub-division or consolidation of a Scheme Share the Issue Price relative to any Scheme Shares shall be appropriately adjusted.
"The Current Market Price"	A price in relation to a Scheme Share equal to the average of the middle market quotations (after making such adjustments thereto as the auditors for the time being of the Company determine to be appropriate in respect of any reduction of capital, issue of securities by way of rights or capitalisation of profits or reserves or sub-division, splitting or consolidation of the share capital of the Company effected after the date on which a Scheme Share is offered to a Participant pursuant to the Scheme) during the four weeks immediately preceding the relevant date.
"Initial Payment"	An amount equal to 2 per cent. of the Issue Price due as part of the Issue Price payable for each Scheme Share on the acceptance of an offer.
"Call"	The balance to be paid by a Participant on a Scheme Share pursuant to the provisions of the Scheme.

Limit on Scheme Shares

2. (*a*) The total number of Scheme Shares allotted under the Scheme will not exceed 1,752,741 (being 5 per cent. of the Ordinary Shares of the Company at present in issue).

(*b*) No Scheme Shares will be offered to an Eligible Employee if the Issue Price of such shares when added to the total of the Issue Price of Scheme Shares formerly allotted under the Scheme to such Eligible Employee (but excluding from such total the Issue Price for any Scheme Shares which have become fully paid at or prior to the date of the offer) shall exceed an amount equal to five times his total annual remuneration (before taxation) as an employee of the Group. For this calculation Scheme Shares comprised in a previous offer to such Eligible Employee shall carry the Issue Price relative to that offer. Total annual remuneration shall for this purpose be taken as the current annual rate of salary (excluding any bonus or commission but including directors' fees paid to the Eligible Employee by the Group and any company the Board shall from time to time determine is associated with the Group).

(*c*) The limitations referred to above will be adjusted in such manner as the Auditors for the time being of the Company shall certify to be appropriate in the event of the sub-division, splitting or consolidation of the Ordinary Shares or of any issue of Ordinary Shares by the Company by way of capitalisation or rights.

Offer of Scheme Shares

3. (*a*) Subject to the limitations referred to above the Board shall determine the number of Scheme Shares to be offered to an Eligible Employee.

(*b*) Offers will be made to Eligible Employees at the Issue Price payable as hereinafter provided, and every such offer may be accepted by the Eligible Employee making the Initial Payment and accepting the offer within 21 days of the date of the offer.

(*c*) An offer to participate in the Scheme and to subscribe for Scheme Shares shall be personal to the Eligible Employees to whom it is made and shall not be capable of assignment and no Scheme Share shall be alloted to the personal representatives of a Participant in the event of his death before the date when such Shares would otherwise be allotted.

Calls Requested by Participant

4. On written request to the Company given by the Participant or as the case may be his personal representatives the Company shall make a call on the Scheme Shares specified in the request if at the date of such request:—

(*a*) more than five years have elapsed since the date of issue of the Scheme Shares in respect of which the call is requested; or

(*b*) not more than six months have elapsed after the control of the Company has passed to a person (or to persons acting in concert) as a result of (i) a general offer to the holders of the Ordinary Shares (or to all such holders other than the offeror and/or any persons acting in concert with the offeror) or (ii) a scheme of reconstruction or amalgamation; or

(*c*) not more than six months have elapsed after the Participant has ceased to be employed by the Group otherwise than by retirement on attaining normal retirement age or by summary dismissal without notice and control of the Company had passed as mentioned in sub-clause (*b*) of this Clause within two years prior to the date of ceasing to be employed as aforesaid; or

(*d*) not more than two years have elapsed since the date of the death of a Participant or since the Participant has ceased to be employed by the Group following a determination by the Board that the Participant is permanently incapacitated from further employment by reason of mental or physical disability not due to intemperance or intentional self-inflicted injury.

Calls by the Company

5. (1) The Company shall be entitled to make a call on any of the Scheme Shares if at the date of such call : —

(*a*) more than five years have elapsed since the date of issue of the Scheme Shares in respect of which the call is made and the Current Market Price of such shares exceeds the Issue Price thereof; or

(*b*) control of the Company has not passed as mentioned in Clause 4 (*b*) and the Participant has ceased to be employed by the Group otherwise than by reason of death retirement on attaining normal retirement age or following a determination by the Board that the Participant is permanently incapacitated as mentioned in Clause 4 (*d*); or

(*c*) more than two years have elapsed since the date of the death of a Participant.

(2) The Company shall be bound to make a call on a Scheme Share within 28 days of the tenth anniversary of the issue thereof.

Provisions as to Calls

6. (*a*) If the Company makes a call in respect of all or any of the Scheme Shares in accordance with Clause 4 or Clause 5 (1) (*a*) the Participant or his personal

representatives shall thereupon be bound to pay to the Company in respect of each such Scheme Share the balance of the nominal value thereof and a premium equal to the excess of the Issue Price of such share over the nominal value thereof.

(*b*) If the Company makes a call on any Scheme Shares in accordance with Clauses 5 (1) (*b*) or (*c*) or 5 (2) the Participant shall be bound to pay to the Company in respect of each such Scheme Share the balance of the nominal value thereof and a premium equal to the excess over the nominal value thereof of whichever is the less of the Issue Price and the Current Market Price Provided if the Company makes a call on any Scheme Share in accordance with Clause 5 (1) (*b*) and the Issue Price at the date of such call is less than the Current Market Price the Participant shall be bound to pay to the Company in respect of such Scheme Share the balance of the nominal value thereof and a premium of such amount as the Board in its absolute discretion may determine but not exceeding the excess of the Current Market Price over the nominal value thereof.

7. Any call due to be made under Clause 4 shall be made within 14 days after receipt by the Company of the request to make the call and shall become payable 42 days after the date of such request.

8. Any calls made under Clause 5 shall be expressed to be payable six months after the date of the call.

9. If a call shall not be paid on or before the day appointed for payment thereof the Company acting by the Board shall be entitled to charge the Participant interest on the sum called from the day appointed for payment thereof to the date of payment at such rate as the Board determines.

10. The Board shall not be entitled to make calls on Scheme Shares other than under the provisions of this Scheme and accordingly the provisions of Articles 24 to 28 (inclusive) of the Articles of Association of the Company shall not apply to Scheme Shares.

Forfeiture and Lien

11. (*a*) Scheme Shares shall be liable to forfeiture in accordance with Articles 34 to 42 (inclusive) of the Company's Articles of Association.

(*b*) The Company shall have a first and paramount lien on the Scheme Shares and Further Shares of a Participant for all moneys (whether presently payable or not) which may become payable to the Company in respect of Scheme Shares pursuant to the Scheme.

(*c*) The provisions of Articles 30 to 33 (inclusive) of the Company's Articles of Association shall apply in respect of the lien conferred by sub-clause (*b*) of this Clause but in the event of any Further Shares (within the meaning of paragraph (i) only of the definition thereof) being sold in accordance with the said provisions none of the restrictions referred to in Clause 13 hereof shall thereafter apply to the said Further Shares so sold.

Winding Up

12. If an order is made or an effective resolution is passed for the winding up of the Company (other than a members' voluntary winding up) the Company by its liquidator and subject to the provisions of the statutes will be entitled to make a call in respect of all Scheme Shares not exceeding the balance of the nominal value thereof remaining unpaid.

Rights and Restrictions to be attached to Scheme Shares

13. Until a Scheme Share has become fully paid up (both as to nominal value thereof and as to premium):—

(*a*) It will be entitled to the same rights of voting as an Ordinary Share.

(*b*) It shall not rank for any dividends and Article 128 of the Company's Articles of Association shall be deemed to be modified accordingly.

(*c*) The Participant will not without the written consent of the Board be entitled to sell transfer or otherwise dispose of the Scheme Shares held by him and no transfer thereof shall be capable of being either executed or registered without such consent.

Stock Exchange Quotation

14. Upon any Scheme Shares becoming fully paid (both as to the nominal value thereof and as to any premium) the Company will use its best endeavours to obtain permission to deal in and quotation for such shares and any Further Shares which are or have become fully paid up, on The Stock Exchange, London.

Scheme of Amalgamation and Reconstruction

15. In the event of a scheme of amalgamation or reconstruction taking effect (not being a scheme as a result of which control of the Company passes as mentioned in Clause 4 (*b*)) affecting the Company the Scheme Shares and the Further Shares, every Participant shall deal with the Scheme Shares and Further Shares standing in his name in such manner as the Board may require. If in connection with any such scheme of amalgamation or reconstruction a Participant shall be required to transfer any Scheme Shares and/or Further Shares he shall receive terms which are, in relation to the amount paid up on such shares, equivalent to those received by holders of the Ordinary Shares. The decision of the Board as to whether terms are equivalent as aforesaid shall be binding and conclusive.

Capitalisation Issues

16. (*a*) If the Company shall, upon a capitalisation of profits or reserves, issue shares or securities credited as fully paid up in proportion to holdings of Ordinary Shares a Participant shall be entitled to receive an allotment in respect of his Scheme Shares and any Further Shares, as if the Scheme Shares had been fully paid at the relevant date.

(*b*) Further Shares issued to a Participant pursuant to this Clause shall (subject to Clause 11 (*c*)) be subject to the restrictions as to dividend selling transferring charging or otherwise disposing of specified in Clause 13 as long as the Scheme Shares in respect of which they are issued or derived remain partly paid up.

(*c*) The Participant shall not be entitled to renounce any Further Shares issued pursuant to this Clause and accordingly all such Further Shares shall be issued to the Participant and registered in his name.

Rights Issue

17. In the event of the Company offering any Ordinary Shares or other securities to the Ordinary Shareholders for subscription or purchase for cash by way of rights the holders of Scheme Shares will be offered the same number or amount of Further Shares in respect of his Scheme Shares and Further Shares as if the Scheme Shares had been fully paid at any relevant date at the same price as they are offered to the Ordinary Shareholders but on the basis that 2 per cent. thereof is payable on subscription. The Further Shares so subscribed will on allotment become Scheme Shares and the provisions of the Scheme relating to Scheme Shares will apply to them as if the offer under this Clause and acceptance thereof had been an offer and acceptance under Clause 3 except that such shares shall for all purposes of the Scheme be deemed to have been issued on the same date as any Scheme Shares in respect of which such shares or any of them were offered to the Participant. The price at which such Further Shares are offered pursuant to this Clause will be deemed to be the Issue Price thereof.

General

18. Until such time as a Scheme Share shall be fully paid up (both as to the nominal value thereof and as to any premium) the Certificate therefor and for any Further Shares allotted in respect thereof or derived therefrom shall be held by the Company or such other person as the Board shall from time to time nominate.

19. If a Participant shall cease for any reason to be in the service of the Group he shall not be entitled by way of compensation for loss or otherwise howsoever to any sum or other benefit to compensate him for the loss of any right or benefit under the Scheme.

20. The Company shall maintain all necessary books of account and records relating to the Scheme.

21. The provisions of Clauses 2, 4, 5, 6, 12 and 13 of this Scheme and the basis of the definitions of "Eligible Employee" and "Issue Price" shall not be altered to the advantage of the Participant except with the approval of the Company in general meeting. Save as aforesaid and without prejudice to the subsisting rights of a Participant the Board may at any time and from time to time by resolution amend all or any of the provisions of the Scheme whether retrospectively or otherwise.

22. A Participant who is a Director of the Company may notwithstanding his interest vote on any Board resolution concerning the Scheme (other than in respect of his own participation therein) and may retain any benefits under the Scheme.

No. 82051

Eagle Star Insurance Company Limited

At the ANNUAL GENERAL MEETING of the above-named Company duly convened and held on 1st June, 1973 at Wimborne House, 22 Arlington Street, London, S.W.1, the following Resolution was duly passed as a SPECIAL RESOLUTION:

RESOLUTION

THAT:

(*a*) the authorised capital be increased from £25,000,000 to £30,000,000 by the creation of 10,000,000 new ordinary shares of 50p each; and

(*b*) with effect from the close of business on 27th July, 1973:

(i) the ordinary share capital of the company be reorganised by subdividing each of the 56,000,000 ordinary shares of 50p in the present capital, whether issued or unissued, into two shares of 25p each, and so that each of the shares of 25p which shall represent the 362,850 ordinary shares of 50p each which were issued on 15th September, 1971 pursuant to the executive share incentive scheme of the company and have been paid up to the extent of 8.46p per share shall be deemed to have been paid up to the extent of 4.23p per share;

(ii) the sum of £5,902,947 (part of the amount standing to the credit of the company's share premium account) be capitalised and applied in paying up in full 23,611,788 of the unissued ordinary shares of 25p each which shall be allotted and distributed credited as fully paid to and among the persons who at the close of business on 29th June, 1973 will be the registered holders of the issued ordinary shares of 50p each in the proportion of two such fully paid ordinary shares of 25p each for every three ordinary shares of 50p then registered in their names respectively on the terms that (subject to the provisions of clause 16 of the said scheme) such new ordinary shares shall rank for dividend as if the same had become fully paid up on 1st January, 1973 but so that all new shares becoming distributable in fractions shall be sold and the net proceeds distributed in due proportions among the persons entitled to such fractions in satisfaction of their interests therein; and

(iii) the first paragraph of Article 3 of the company's Articles of Association be deleted and the following paragraph be substituted therefor:

"The share capital of the Company is £30,000,000 divided into 1,000,000 4 per cent. Preference Shares of £1 each, 1,000,000 4 per cent. Second Preference Shares of £1 each and 112,000,000 Ordinary Shares of 25p each."

B. E. S. MOUNTAIN,
Chairman.

No. 82051

Eagle Star Insurance Company Limited

At an EXTRAORDINARY GENERAL MEETING of the above-named Company duly convened and held on 1st June, 1973 at Wimborne House, 22 Arlington Street, London, S.W.1, the following Resolution was duly passed as an ORDINARY RESOLUTION:—

RESOLUTION

THAT:—

(*a*) the share option scheme set out in the Appendix to the Chairman's letter to shareholders dated 8th May, 1973 be and the same is hereby approved and adopted and that the directors be hereby authorised to do all acts and things necessary to carry the same into effect; and

(*b*) the directors of the company be hereby authorised to vote, and be counted in the quorum, on any matter connected with the said share option scheme notwithstanding that they may be interested in the same (except that no director may be counted in a quorum or vote in respect of his own participation), and the prohibition on voting by interested directors contained in the articles of association of the company be hereby relaxed to that extent accordingly.

B. E. S. MOUNTAIN,
Chairman.

[The Appendix referred to in paragraph (*a*) of the above Resolution appears on the following pages.]

APPENDIX

Eagle Star Insurance Company Limited

SHARE OPTION SCHEME

Definitions

1. (A) In this Scheme where the context so admits the following expressions shall have the following meanings:—

" the Company "	Eagle Star Insurance Company Limited.
" Subsidiary "	A company of which Eagle Star Insurance Company Limited is for the time being to be taken to have control for the purposes of Section 534 of the Income Taxes Act 1970.
"The Group "	The Company and the Subsidiaries.
" The Board "	The Board of Directors of the Company, or the Directors present at a duly convened meeting of the Directors at which a quorum is present, or the persons appointed by the Board to act as a committee of the Board for all or any matters relating to this Scheme.
" This Scheme "	The Scheme set out in this Appendix as altered from time to time.
" Employee "	Employees of the Group (including salaried executive directors of the Company and Subsidiaries) who, for the purpose of Schedule 12 to the Finance Act 1972, are regarded as devoting substantially the whole of their time to service as a director or employee and who are selected by the Board to participate in the Scheme.
" Participants "	Employees who for the time being participate in this Scheme.
" Ordinary Shares "	The fully paid Ordinary Shares of the Company for the time being in issue.

" Relevant Emoluments "	Relevant emoluments, as defined in Part III of Schedule 12 of the Finance Act 1972, from the Company or any of the Subsidiaries.
" Ordinary Scheme Shares "	Ordinary Shares for the time being subject to an option granted to a Participant pursuant to this Scheme.
" Subscription Price "	The middle market quotation, as shown by the Official List, for the Ordinary Shares on the working day preceding that on which an option is granted to subscribe for Ordinary Scheme Shares.
" the Auditors "	The Auditors for the time being of the Company or if at any time there shall be joint auditors either one or both of the joint auditors as the Board may nominate.
" Approved by the Inland Revenue "	Approved by the Inland Revenue under Schedule 12 to the Finance Act 1972.
" Relevant Event "	Any variation in the share capital of the Company arising from any reduction of capital or sub-division or consolidation of share capital or issue of shares by way of capitalisation of profits or reserves or by way of rights (including, in the latter case, the issue to the holders of the Ordinary Shares for less than full consideration of any securities convertible into equity share capital or warrants or options to subscribe equity share capital).

(B) Words and phrases defined in or bearing a particular meaning for the purposes of Schedule 12 to the Finance Act 1972 shall except where inconsistent with the subject or context, have the same meanings respectively in this Appendix.

PERIOD OF SCHEME

2. (a) This Scheme shall take effect on the day of its adoption by resolution of the Company in general meeting and the Board shall be at liberty at any time thereafter to grant to any Employee an Option to acquire Ordinary Shares in the capital of the Company on the terms set out herein.

(b) No Option shall be granted more than ten years after the date on which this Scheme is adopted as aforesaid.

GRANTS OF OPTIONS

3. (a) Subject to the limitations referred to herein the Board shall determine the number of Ordinary Shares to be included in an Option to be granted to an Employee and each such Option shall be granted unconditionally and without any payment being required therefor.

(b) The amount for which Shares may be acquired by any Participant in any year of assessment under this Scheme when added to the aggregate of the amounts for which shares of the Company may be acquired under any options previously obtained by him under this Scheme shall not exceed four times the amount of his relevant emoluments for that or the previous year of assessment, whichever is the higher. This limit shall also apply to the aggregate of the rights obtainable or obtained under this Scheme and any other share option scheme approved by the Inland Revenue. If an Employee may obtain or has obtained rights under this Scheme and also shares or interests in shares under any share incentive scheme approved by the Inland Revenue the foregoing limit applies to the aggregate of the amount mentioned above and the amount or value limited under such share incentive scheme.

(c) The total nominal value of Ordinary Scheme Shares which may be issued under or pursuant to this Scheme when added to the total nominal value of Ordinary Shares which may be issued or pursuant to any other share option or share incentive scheme approved by the Inland Revenue shall not exceed £885,442 provided that on each occasion an adjustment is made under paragraph 6 to the number of shares comprised in an Option the limit contained in this clause shall likewise be adjusted to such extent in each case that the Board (with the written concurrence of the Auditors that in their opinion the adjustment proposed is fair and reasonable) may deem appropriate. Notwithstanding the foregoing at no time shall the said nominal value exceed 5 per cent. of the Ordinary Share Capital of the Company from time to time in issue.

(d) Each Option shall be evidenced by a certificate under seal in such form as the Board shall from time to time determine. Certificates shall be issued to Participants forthwith upon the grant of an Option.

(e) For the purposes of this Scheme the date of the grant of an Option shall be the date on which the relative Certificate is sealed.

PROCEDURE ON EXERCISE OF OPTION

4. (a) An Option shall be exercised by delivery to the secretary of the Company of a notice duly signed by the Participant in a form approved by the Board together with the Subscription Price and the Option Certificate for amendment or cancellation as the case may be. An Option may be exercised in part or parts. Any partial exercise of the Option rights shall be in respect of 100 Ordinary Scheme

Shares or a multiple thereof except where the Option rights outstanding relate to a number of shares less than 100 in which case the Participant shall exercise the rights in full respect of that number of Shares.

(*b*) The allotment and issue of the Ordinary Scheme Shares, which will be subject to all (if any) necessary consents of H.M. Treasury or other authorities under enactments or regulations for the time being in force, shall be made within twenty-eight days after the exercise of an Option, and the Company shall make application to the Council of The Stock Exchange for admission of such Shares to the Official List. The Shares will upon allotment rank *pari passu* in all respects with the Ordinary Shares in issue on the date of the exercise of the Option except that the Shares so subscribed shall not entitle the holders to participate in any dividend or other distribution declared or which the Company has announced it proposes to pay to holders of Ordinary Shares on the register on a date prior to the date of the exercise of the Option.

PERIOD OF OPTION AND PROVISIONS FOR PARTICIPANTS

5. (*a*) The rights of each Participant under this Scheme shall be personal and shall not be capable of assignment except as otherwise provided in this paragraph 5.

(*b*) An Option may not (except as otherwise provided in this paragraph 5) be exercised later than seven years from the date that the same was granted.

(*c*) An Option may not (except as otherwise provided in this paragraph 5 or in paragraph 8) be exercised prior to the expiry of three years from the date that the same was granted.

(*d*) An Option may not (except as otherwise provided in this paragraph 5) be exercised unless at the date of the exercise thereof the Participant shall have been continuously in the full-time employment of the Group since the date of the grant thereof.

(*e*) If a Participant shall cease to be employed in a full-time capacity by reason of:—

(i) his retirement on attaining normal retirement age or at a younger age with the consent of the Board; or

(ii) injury, disability or ill-health (established in any such case to the satisfaction of the Board) or dismissal for redundancy (within the meaning of the Redundancy Payments Act 1965 or the Contracts of Employment and Redundancy Payments Act (Northern Ireland) 1965); or

(iii) the company by which he is employed ceasing to be a member of the Group

then that Participant may (whether or not three years shall have expired from the date of grant) exercise any Option then held by him at any time within but not later than six months after he ceases to be so employed.

(*f*) If a Participant dies within the period referred to in paragraph 5 (*b*) hereof while in the full time employment of the Group his personal representative(s) may (without regard to the restrictions in point of time set out in paragraphs 5 (*b*) and (*c*)) exercise any Option of the Participant then subsisting at any time within but not later than twelve months of his death.

(*g*) If a Participant shall cease at any time to be employed in a full time capacity by the Group in circumstances arising from actions of the Group, such circumstances being beyond the Participant's control and being events other than those referred to in paragraphs 5 (*e*) and (*f*) the Board shall determine in its absolute discretion whether the Participant may exercise his Option in respect of all or any of the Ordinary Scheme Shares comprised therein and the restrictions (if any) to which such exercise shall be subject or whether the Participant shall cease to have any rights to exercise his Option upon such cessation. Provided that the Board shall exercise such discretion so as not to affect adversely the approval of this Scheme by the Inland Revenue under the Finance Act 1972.

ADJUSTMENTS AND WINDING UP

6. Upon the occurrence of any Relevant Event the number or nominal amount of Ordinary Shares comprised in each Option and/or the Subscription Price thereunder may be adjusted in such manner as the Board (with the written concurrence of the Auditors that in their opinion the adjustments proposed are fair and reasonable) may deem appropriate provided that no increase shall be made in the aggregate Subscription Price relating to any Option.

7. In the event of a winding up of the Company for the purposes of reorganisation or reconstruction such adjustments shall be made to any unexercised Option rights as the Board shall, on the request of a Participant or the Company, determine Provided that:

(i) no adjustment to the Subscription Price shall be made pursuant to the provisions of this paragraph 7 which would result in the shares subject to any Option being issued at a discount and if in the case of any shares such an adjustment would but for this proviso have so resulted the price payable for such shares shall be the nominal amount thereof;

(ii) no variation to the number of shares comprised in an Option or the Subscription Price thereof shall be made pursuant to any of the provisions contained in this paragraph 7 until the Auditors shall have reported that such variation is in their opinion fair and reasonable; and

(iii) no variation shall be made with the result that the Scheme could cease to be capable of being approved by the Inland Revenue under the Finance Act 1972.

In the event of any other winding up of the Company a Participant may by notice in writing to the Company within 90 days of the commencement of the winding up (such notice being accompanied by payment of the Subscription Price) elect to be treated as if the Option had been exercised immediately before the commencement of the winding up and such Participant will then be entitled to be paid a sum equal to the amount he would have received as holder of the Ordinary Shares to which he would have been entitled on such exercise.

Subject only to the foregoing provisions of this paragraph 7 all Option rights shall lapse on a winding up.

CHANGE IN CONTROL OF THE COMPANY

8. If in consequence of any offer made to Ordinary shareholders or otherwise howsoever another company shall have acquired or become unconditionally bound to acquire a majority of the issued Ordinary Shares each Participant (or, as the case may be, his legal personal representatives) shall be entitled at any time within six months after such event becomes known to him or them to exercise his Options up to the full extent to which they remain unexercised, Provided that if during such period such other company becomes entitled to exercise rights of compulsory acquisition of Ordinary Shares (including any Ordinary Shares issued upon the exercise of Options) pursuant to Section 209 (1) of the Companies Act 1948 (or any statutory modification or re-enactment thereof) and gives notice in writing to the Participants that it intends to exercise such rights as regards all Ordinary Shares issued upon the exercise of Options prior to a specified date (not being earlier than one month after the date of such notice) the Options shall be and remain exercisable as aforesaid until the specified date but subject always to the provisions of paragraph 5 (*b*) hereof. Any Option not so exercised shall immediately after the specified date cease and determine, provided that such other company has in fact exercised its available rights of compulsory acquisition in accordance with such notice.

GENERAL

9. (*a*) If the Participant shall cease for any reason to be in the service of the Group, he shall not be entitled by way of compensation for loss or otherwise howsoever, to any sum or any benefit to compensate him for the loss of any right or benefit (actual or prospective) under this Scheme.

(b) This Scheme shall in all respects be administered by the Board which may from time to time make or vary such Rules not being inconsistent with the terms and conditions hereof for the conduct of this Scheme as the Board thinks fit. Any dispute or question relating to this Scheme or to any Option shall be determined by the Board and its decision shall be final and binding.

(c) The provisions of paragraphs 3 (a) (b) and (c), 5 and 7 of this Scheme and the basis of the definition of "Employees" and "Subscription Price" shall not be altered except with the approval of the Company in General Meeting. Save as aforesaid and without affecting the rights of any Options already in issue, the Board may at any time and from time to time by resolution amend all or any of the provisions of this Scheme whether retrospectively or otherwise.

(d) The Board shall at all times keep available for issue such authorised and unissued Ordinary Shares as shall be sufficient to satisfy outstanding subscription rights of Participants.

(e) The Company shall maintain all necessary books of account and records relating to this Scheme.

No. 82051

EAGLE STAR INSURANCE COMPANY LIMITED

At an Extraordinary General Meeting of the above-named Company held at Wimborne House, 22, Arlington Street, London, SW1A 1RW, on Thursday, 7th April, 1977, the following resolution was duly passed as a Special Resolution:—

RESOLUTION

That for the purpose of giving effect to the Scheme of Arrangement dated 14th March, 1977 between the Company and the holders of (1) its First Preference shares (as defined in the Scheme) (2) its Second Preference shares (as so defined) and (3) its Ordinary Shares the capital of the Company be reduced by cancelling and extinguishing its First Preference shares and its Second Preference shares or in the event of the Scheme being modified pursuant to Clause 6 thereof by cancelling and extinguishing the Preference shares of the class to which the Scheme is then capable of taking effect and subject to and upon such reduction of capital taking effect the capital of the Company be increased to its present amount of £45,000,000 by the creation of such number of Ordinary Shares of 25p each as shall in aggregate nominal amount be equal to the nominal amount of the capital so cancelled.

D. M. MOUNTAIN,
Chairman and Managing Director.

COMPANIES REGISTRATION OFFICE
21 APR 1977

MR. JUSTICE BRIGHTMAN

Monday the 9th day of May, 1977

IN THE MATTER of EAGLE STAR INSURANCE COMPANY LIMITED

-and-

IN THE MATTER of THE COMPANIES ACT, 1948

UPON THE PETITION of the above-named Eagle Star Insurance Company Limited whose registered office is situate at 1 Threadneedle Street, London, EC2R 8BE on the 13th April 1977 preferred unto this Court

AND UPON HEARING Counsel for the Petitioner

AND UPON READING the said Petition (as amended) the Order dated the 8th March 1977 (whereby the said Company was ordered to convene separate Meetings of the holders of (1) its 4 per cent Preference Shares (2) its 4 per cent Second Preference Shares and (3) its Ordinary Shares for the purpose of considering and if thought fit approving with or without modification a Scheme of Arrangement proposed to be made between the said Company and the holders of its said respective classes of Shares)the Order dated the 28th April 1977 (whereby it was ordered that Section 67 (2) of the above-mentioned Act should not apply as regards any class of Creditors of the said Company) the "Times" newspaper of the 17th March 1977 (containing an advertisement of the notice convening the Meetings directed to be held by the said Order dated the 8th March 1977) the "Times"newspaper of the 30th April 1977 (containing a notice of the presentation of the said Petition and that the same was appointed to be heard this day) the two Affidavits of Sir Denis Mortimer Mountain, Baronet, filed respectively the 2nd March 1977 and the 14th April 1977 the Affidavits of Reginald Illingworth filed respectively the March 1977, the 20th and the 28th April 1977 the Affidavit

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COMPANIES COURT
OF JUDICATURE

and several Affidavit of Stanley Michael Arthur Robinson and David Arthur Lancaster filed the 20th April 1977 the Affidavit of Stanley Michael Arthur Robinson filed the 22nd April 1977 the Affidavit of David Richard Colville and the Affidavit of David Arthur Lancaster both filed the 27th April 1977 and the Exhibits in the said Affidavits or some of them respectively referred to.

THIS COURT DOTH HEREBY SANCTION the Scheme of Arrangement as set forth in the Schedule to the said Petition and in the First Schedule hereto

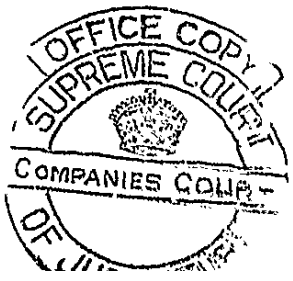
AND THIS COURT DOTH ORDER that the reduction of the capital of the said Company from £45,000,000 to £43,000,000 resolved on and effected by a Special Resolution passed at an Extraordinary General Meeting of the said Company held on the 7th April 1977 be and the same is hereby confirmed in accordance with the provisions of the above-mentioned Act.

AND THE COURT DOTH HEREBY APPROVE the Minute set forth in the Second Schedule hereto

AND IT IS ORDERED that this Order be produced to the Registrar of Companies and that an Office Copy hereof be delivered to him together with a copy of the said Minute

AND IT IS ORDERED that notice of the registration by the Registrar of Companies of this Order (so far as it confirms the reduction of the capital of the said Company) and of the said Minute be published once in the "Times" newspaper within 21 days after such registration

G. DEARBERGH
Registrar



EAGLE STAR INSURANCE COMPANY LIMITED

SCHEME OF ARRANGEMENT

under Section 206 of the Companies Act, 1948

BETWEEN

EAGLE STAR INSURANCE COMPANY LIMITED

and

(1) the holders of its First Preference shares;

(2) the holders of its Second Preference shares; and

(3) the holders of its Ordinary Shares

PRELIMINARY

(A) In this Scheme unless the context otherwise requires the following expressions have the following meanings:—

"the Company"	Eagle Star Insurance Company Limited
"the First Preference shares"	the 1,000,000 4 per cent. Preference Shares in the capital of the Company
"the Second Preference shares"	the 1,000,000 4 per cent. Second Preference Shares in the capital of the Company
"the Effective Date"	the date on which the Scheme becomes effective in accordance with Clause 5 hereof
"the Terminal Time"	the close of business on the day before the Effective Date

and "holder" includes a person entitled by transmission.

(B) The share capital of the Company is £45,000,000 divided and issued as follows:—

(i) 1,000,000 First Preference shares of £1 each—all issued and fully paid

(ii) 1,000,000 Second Preference shares of £1 each—all issued and fully paid

(iii) 172,000,000 Ordinary Shares of 25p each—134,242,418 issued and fully paid;

— 725,700 issued and 4.23p paid;

— 236,655 issued and 2.00p paid; and

— 36,795,227 unissued.

(C) The dividend on both classes of Preference shares has been paid in full down to and including the 31st December, 1976.

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COMPANIES COURT

SCHEME

1. The share capital of the Company shall be reduced by cancelling and extinguishing the First Preference shares and the Second Preference shares and upon such reduction taking effect the share capital shall be increased to £45,000,000 by the creation of new Ordinary shares of 25p each.

2. (a) In consideration of the cancellation of the First Preference shares and of the Second Preference shares the Company shall within 14 days after the Effective Date pay to the holders thereof (as appearing in the Register of Members at the Terminal Time)

(i) for every First Preference share the sum of 45p in cash

(ii) for every Second Preference share the sum of 50p in cash

(b) Accruals of the fixed dividend on each class of Preference shares shall be paid by the Company to the holders thereof (as aforesaid) and shall be calculated down to and including the date of payment.

3. (a) Payment of the sums provided for by Clause 2 hereof shall be made by cheque sent through the post in prepaid envelopes addressed to the holders specified in that clause at their respective registered addresses appearing in the Register of Members at the Terminal Time (or in the case of joint holders at the address of that one of them whose name stands first in such Register in respect of the joint holding) or in accordance with any special instructions regarding communications and the Company shall not be responsible for any loss in transmission of any cheque sent in accordance with this clause. The payment of any such cheque shall be a good discharge to the Company for the moneys represented thereby.

(b) Sub-clause (a) of this clause shall take effect subject to any prohibition or condition imposed by law.

4. As from and including the Effective Date all certificates representing holdings of the cancelled shares shall cease to have effect and shall at the request of the Company be delivered up to it for cancellation.

5. The Scheme shall become effective as soon as an office copy of the Order of the Court sanctioning the Scheme and confirming the reduction of capital therein provided for shall have been duly delivered to the Registrar of Companies for registration. If the Scheme has not become effective by 30th June, 1977 (or such later date as the Court may allow) it shall not be capable of becoming effective.

6. Notwithstanding anything hereinbefore contained the Scheme shall be capable of being modified at the request of the Company so as to become effective as regards the holders of either class of Preference shares even though it shall not become effective as regards the holders of the other class.

7. The Company may consent on behalf of all concerned to any modification of or addition to the Scheme or to any condition which the Court may approve or impose.

DATED the 14th March, 1977.

G.D
REG R

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SUPREME COURT
COMPANIES COURT
OF JUDICATURE

The Second Schedule before referred to
Minute approved by the Court

G.D
REG R

The capital of Eagle Star Insurance Company Limited was by virtue of a Special Resolution and with the sanction of an Order of the High Court of Justice dated the 9th day of May 1977 reduced from £45,000,000 (divided into 1,000,000 Preference Shares of £1 ea h, 1,000,000 Second Preference Shares of £1 each and 172,000,000 Ordinary Shares of 25p each) to £43,000,000 divided into 172,000,000 Ordinary Shares of 25p each. By virtue of a Scheme of Arrangement sanctioned by the said Order and of the said Special Resolution the capital of the Company on the registration of this Minute is £45,000,000 divided into 180,000,000 Ordinary Shares of 25p each of which 135,204,773 have been issued and are deemed as to 134,242,418 to be fully paid up, as to 725,700 numbered 1 to 725,700 to be paid up, to the extent of 4.23p per share and as to 236,655 numbered 725,701 to 962,355 to be paid up to the extent of 2p per share) and 44,795,227 are unissued.

G.D
REG R

G.D
REG R

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SUPREME COURT
COMPANIES COURT

9th May 1977

IN THE HIGH COURT OF JUSTICE

CHANCERY DIVISION

MR. JUSTICE BRIGHTMAN

Re: EAGLE STAR INSURANCE COMPANY LIMITED

-and-

Re: THE COMPANIES ACT, 1948

Order sanctioning Scheme of
Arrangement and
Confirming Reduction of Capital

Simmons & Simmons,
14 Dominion Street,
London, EC2M 2RJ

CERTIFICATE OF REGISTRATION
OF ORDER OF COURT AND MINUTE
ON
REDUCTION OF CAPITAL

Whereas EAGLE STAR INSURANCE COMPANY LIMITED

having by Special Resolution reduced its capital as confirmed by an Order of the High Court of Justice, Chancery Division

dated the 9TH MAY 1977

Now therefore I hereby certify that the said Order and Minute were registered pursuant to section 69 of the Companies Act, 1948, on the 13TH MAY 1977

Given under my hand at Cardiff the 27TH JUNE 1977

No. 82051

R. C. MOWBRAY

Assistant Registrar of Companies

C.176

No. 82051

THE COMPANIES ACTS, 1862 TO 1900

THE COMPANIES ACTS, 1948 TO 1976

COMPANY LIMITED BY SHARES

Memorandum

AND

Articles of Association

OF

EAGLE STAR INSURANCE COMPANY LIMITED

Adopted 27th May 1977

Incorporating amendments made up to 2nd June 1977

Incorporated 15th September 1904

SIMMONS & SIMMONS,
14, Dominion Street,
London, EC2M 2RJ.

COMPANIES REGISTRATION OFFICE
- 8 JUN 1977
"B"
REGISTRATION
8 JUN 1977

EAGLE STAR INSURANCE COMPANY LIMITED

Capital History

1904 The Company was incorporated with Capital of **£600,000** divided into 200,000 shares of £3 each.

1905
1908
1911 A total of 41,000 shares were designated 6 per cent. Cumulative Preference Shares.

1915 The Capital was increased to **£1,000,002** by the creation of 133,334 additional Ordinary Shares of £3 each.

1916 The Capital was increased to **£3,000,000** by the creation of 559,558 Preferred Ordinary Shares of £3 each, and 107,109 additional Ordinary Shares of £3 each.

1933 The 41,000 6 per cent. Cumulative Preference Shares of £3 each were sub-divided into 123,000 4 per cent. Cumulative Preference Shares of £1 each.

1933 The Capital was increased to **£3,900,000** by the creation of 877,000 4 per cent. Cumulative Preference Shares of £1 each, and 23,000 unclassified Shares of £1 each.

1934 The Capital was increased to **£5,067,868** by the creation of 1,000,000 4 per cent. Second Cumulative Preference Shares of £1 each, and 55,956 additional Preferred Ordinary Shares of £3 each.

1936 The Capital was increased to **£5,500,000** by the creation of 144,044 additional Ordinary Shares of £3 each.

1937 The 543,486 Ordinary Shares of £3 each were by a Scheme of Arrangement re-organised as follows:—

291,831 were sub-divided into 1,750,986 Ordinary Shares of 50p each.

52,250 were consolidated and then sub-divided to produce 62,700 Ordinary Shares of 50p each and 41,800 Ordinary Shares of £3 each.

60,000 were consolidated and then sub-divided to produce 36,000 Ordinary Shares of 50p each and 54,000 Ordinary Shares of £3 each.

77,313 were sub-divided into 463,878 Ordinary Shares of 50p each, and

62,092 remained unaltered.

1956 (a) The Capital was reduced to £3,289,501 divided into—

1,000,000 4 per cent. Cumulative Preference Shares of £1 each,

1,000,000 4 per cent. Second Cumulative Preference Shares of £1 each,

615,514 Preferred Ordinary Shares of 50p each,

2,471,450 Ordinary Shares of 50p each,

6 Ordinary Shares of 5p each,

23,000 unclassified Shares of £1 each,

(b) (i) 615,514 Preferred Ordinary Shares of 5p each were converted into the same number of Ordinary Shares of 5p each, making a total with the pre-existing 6 Ordinary Shares of 615,520 such Shares; every 10 of such Shares were converted into 1 Ordinary Share of 50p (producing a total of 61,552 Ordinary Shares of 50p each),

(ii) the 23,000 unclassified Shares of £1 each were sub-divided into 46,000 unclassified Shares of 50p each,

(c) The Capital was increased to its former figure of **£5,500,000** by the creation of 3,466,998 Ordinary Shares of 50p each, and 954,000 unclassified Shares of 50p each.

Note: As the result of these changes the Capital was £5,500,000 divided into:—

1,000,000 4 per cent. Preference Shares of £1 each,

1,000,000 4 per cent. Second Preference Shares of £1 each,

6,000,000 Ordinary Shares of 50p each,

1,000,000 unclassified Shares of 50p each.

1959 The Capital was increased to **£14,000,000** by the creation of 17,000,000 new Ordinary Shares of 50p each. The 1,000,000 unclassified Shares of 50p each were designated Ordinary Shares of 50p each.

Note: As the result of these changes the Capital was £14,000,000 divided into:—

1,000,000 4 per cent. Preference Shares of £1 each,

1,000,000 4 per cent. Second Preference Shares of £1 each, and

24,000,000 Ordinary Shares of 50p each.

1969 The Capital was increased to **£25,000,000** by the creation of 22,000,000 new Ordinary Shares of 50p each.

1973 The Capital was increased to **£30,000,000** by the creation of 10,000,000 new Ordinary Shares of 50p each.

The Ordinary Capital was re-organised by sub-dividing the 56,000,000 Ordinary Shares of 50p each into 112,000,000 Ordinary Shares of 25p each.

1975 The Capital was increased to **£45,000,000** by the creation of 60,000,000 new Ordinary Shares of 25p each.

1977 The Capital was reduced to **£43,000,000** by the cancellation of the 1,000,000 4 per cent. Preference Shares of £1 each and the 1,000,000 4 per cent. Second Preference Shares of £1 each and was increased to its former figure of **£45,000,000** by the creation of 8,000,000 new Ordinary Shares of 25p each.

THE COMPANIES ACTS, 1862 TO 1900

THE COMPANIES ACTS, 1948 TO 1976

COMPANY LIMITED BY SHARES

Memorandum of Association

OF

EAGLE STAR INSURANCE COMPANY LIMITED

1. The name of the Company is "EAGLE STAR INSURANCE COMPANY LIMITED".

2. The Registered Office of the Company will be situate in England.

3. The objects for which the Company is established are:—

(A) To carry on all kinds of insurance and assurance business, all kinds of re-insurance and re-assurance business, all kinds of counter-insurance and counter-assurance business, all kinds of guarantee and indemnity business and all kinds of counter-guarantee and counter-indemnity business and, in particular and without prejudice to the generality of the foregoing words, to carry on business of the following classes:—

(i) Life assurance, annuity, sinking fund and capital redemption,

(ii) Fire insurance,

(iii) Accident insurance,

(iv) Employers' liability and workmen's compensation insurance,

(v) Motor vehicle insurance,

(vi) Marine, aviation and transit insurance

in all forms and branches whether now known or hereafter to be devised.

(B) To grant or effect assurances of all kinds securing payment of money, by way of a single payment or by several payments or by immediate or deferred annuities or otherwise, upon the happening of all or any of the following events: the death or marriage or birth or survivorship or failure of issue or the attainment of a given age by any person or persons or the expiration of any fixed or ascertainable period or the occurrence of any contingency or event which would or might be taken to affect any kind of interest of any person or persons in any property or other person or persons.

(C) To grant annuities of all kinds, whether dependent on human life or otherwise, and whether perpetual or terminable, immediate or deferred, absolute, contingent or otherwise, and to receive money on deposit at interest returnable by instalments or otherwise.

(D) To contract with leaseholders, borrowers, lenders, annuitants and others for the establishment, accumulation, provision and payment of sinking funds, redemption funds, depreciation funds and any other funds either in consideration of a lump sum or of an annual premium or otherwise.

(E) To grant insurances against every kind of loss, damage or injury caused by or consequential upon fire, lightning, hail, storm, tempest, flood, earthquake, explosion, naval or military or aerial operations, civil disturbance, usurped power or riot or the quelling thereof, transit by land or water or air, or other misfortune howsoever occurring and to grant insurances against any liabilities to third parties associated with the beforementioned perils.

(F) To grant insurance or guarantees against every kind of misadventure (including loss, damage or injury caused by or suffered by boilers and engineering installations or any other kind of property), accident, mortality,

sickness, climatic conditions, burglary, theft or embezzlement or acts of negligence, error or omission, and against loss, damage or injury consequential upon transit by any means whatsoever, the making of calls upon shares, the diminution of dividends or income, the loss or forfeiture of licences, leases, other property and rights or the acceptance or incomplete discharge of obligations created by contracts or undertakings or transactions or by the operation of law or otherwise and to grant insurances against any liabilities to third parties associated with the beforementioned perils.

(G) To grant insurances against loss of or damage to or arising out of or in connection with the use of mechanically propelled vehicles and the third party risks arising therefrom.

(H) To grant insurances or to execute bonds or guarantees upon any type of ship, vessel or boat or aircraft or in relation thereto or arising therefrom, the machinery, tackle, furniture or equipment, the goods, merchandise or property of any description whatever on board, the freight or any other interest whatsoever, the risks incidental to construction, repair, landing, taking-off or docking, including third party risks, transit risks of all kinds and any other risks whatsoever.

(I) To give to any class or section of those who assure or have other dealings with the Company any rights over or in relation to any fund or funds, or a right to participate in the profits of the Company, or in the profits of any particular branch or part of its business, or any other special privileges, advantages or benefits, with power to vary the same.

(J) To establish agencies and branches and appoint agents and others to assist in the conduct or extension of the Company's business, and to regulate and discontinue the same.

(K) To act as agents for the issue of any bills, bonds, stock or shares, whether or not offered to the public for subscription, and to guarantee the subscription of any such securities or shares, and to act as trustee, executor or administrator with or without remuneration, and to undertake trusts of all kinds and the conduct of any business connected with trusts of any description

or the estates of deceased persons, and to receive for safe custody any kind of property.

(L) To carry on directly or indirectly any other business which may seem to the Company capable of being conveniently carried on in connection with or in addition to any of the above-mentioned businesses or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property, rights or businesses for the time being.

(M) To acquire and undertake the whole or any part of the business, property and liabilities of any person or company carrying on any business which the Company is authorised to carry on, or possessed of property suitable for the purposes of this Company.

(N) To enter into partnership or any arrangement for sharing profits or joint adventure with any person, persons or company carrying on or about to carry on any business which this Company is authorised to carry on, or any business capable of being conducted so as directly or indirectly to benefit this Company, and to acquire or join in acquiring any such business, and to amalgamate with any other company having objects altogether or in part similar to those of this Company.

(O) To purchase, take on lease or in exchange, hire, subscribe for or otherwise acquire, and to hold and deal with any property, real or personal, and any interests, rights, privileges or obligations of or in any company.

(P) To make, draw, accept, endorse, negotiate, discount, buy, sell and deal in bills, notes and other negotiable or transferable instruments.

(Q) To borrow and secure the payment of money in such manner and on such terms as the Directors may deem expedient and to mortgage or charge the undertaking and all or any part of the property and rights of the Company, present or future, including uncalled capital and to issue on such terms as may be thought expedient, debentures or debenture stock, perpetual or redeemable.

(R) To lend money either with or without security to any person or company and to guarantee the performance of contracts or the payment of debts or liabilities by any person or company.

(S) To pay for any business, property or rights acquired or agreed to be acquired by this Company and generally to satisfy any obligation of this Company by the issue or transfer of shares of this or any other company credited as fully or partly paid up, or of debentures or other securities of this or any other company.

(T) To sell, exchange, let, develop, dispose of, or otherwise deal with the undertaking, or all or any part of the property of this Company, upon such terms and for such price or other consideration of any kind as the Company may think fit.

(U) To promote or assist in or contract with any person or company for the promotion of any company or companies, for the purpose of acquiring all or any of the property and liabilities of this Company or for any other purpose, and to take or otherwise acquire and hold shares, debentures or other securities of any such company and to subsidise or otherwise assist any such company, and to procure the registration or incorporation of any such company in or under the laws of any place outside England.

(V) To remunerate or make donations to any person or company for services rendered or to be rendered to the Company.

(W) To invest and deal with the moneys of the Company not immediately required, upon such securities and in such manner as may from time to time be determined by the Directors.

(X) To distribute among the Members or any class or classes of Members of the Company *in specie* any property of the Company.

(Y) To establish and support funds or institutions calculated to benefit directors, officers or ex-officers or employees or ex-employees of the Company or of any subsidiary company or of their predecessors in

business or the dependants or connections of such persons and to grant to such persons pensions, allowances, gratuities or other benefits and to support or subscribe to any charitable or public institutions, clubs, societies or funds.

(Z) To do all or any of the above things in any part of the world as principals or agents, contractors, trustees or otherwise and by or through trustees, attorneys or agents and either alone or in conjunction with others, and to procure the Company to be registered or recognised in any foreign country or place.

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

And it is hereby declared that the word "company" in this Clause, except where used in reference to this Company, shall be deemed to include any person or partnership or other body of persons, whether incorporated or not incorporated and whether domiciled in the United Kingdom or elsewhere, and that the objects specified in each paragraph of this Clause, except where otherwise expressed in such paragraph, shall be separate and independent main objects of the Company and shall not be limited or restricted by reference to the terms of any other paragraph or the name of the Company.

4. The liability of the Members is limited.

* 5. The capital of Eagle Star Insurance Company Limited was by virtue of a Special Resolution and with the sanction of an Order of the High Court of Justice dated the 9th day of May, 1977 reduced from £45,000,000 (divided into 1,000,000 Preference Shares of £1 each, 1,000,000 Second Preference Shares of £1 each and 172,000,000 Ordinary Shares of 25p each) to £43,000,000 divided into 172,000,000 Ordinary Shares of 25p each. By virtue of a Scheme of Arrangement sanctioned by the said Order and of the said Special Resolution the capital of the Company on the registration of this Minute is £45,000,000 divided into 180,000,000 Ordinary Shares of 25p each of which 135,204,773 have been issued (and are deemed as to 134,242,418 to be fully paid up, as to 725,700 numbered 1 to 725,700 to be paid up to the extent of 4.23p per share and as to 236,655 numbered 725,701 to 962,355 to be paid up to the extent of 2p per share) and 44,795,227 are unissued.

* Clause 5 reproduces the text of a Minute approved by the High Court on 9th May, 1977 and is substituted in the Memorandum of Association pursuant to Section 69 (5) of the Companies Act 1948.

6. Any shares of which the original or increased capital of the Company may from time to time consist, may be guaranteed or have any special privilege or advantage or may be deferred, and may be issued on such special conditions as to priority or postponement either for dividends or for repayment of principal, or as to voting power and otherwise as the Company may from time to time determine, but so that the rights for the time being attached to the Preference Shares for the time being in the Company's capital shall not be altered otherwise than as provided by Clause 55 of the Company's Articles of Association.

See Article 14 of the current Articles of Association which is in identical terms.

THE COMPANIES ACTS, 1862 TO 1900

THE COMPANIES ACTS, 1948 TO 1976

COMPANY LIMITED BY SHARES

Articles of Association

OF

EAGLE STAR INSURANCE COMPANY LIMITED

(See also Appendix)

(Adopted by Special Resolution passed on 27th May, 1977)

TABLE A

1. The regulations in Table A in the First Schedule to the Companies Act, 1948 shall not apply to the Company and these Articles shall be the only Articles of the Company.

INTERPRETATION

2. In these Articles the following words and expressions bear the meanings hereby assigned to them except where the subject or context forbids:—

WORDS	MEANINGS
The Company ...	Eagle Star Insurance Company Limited.
The Act ...	The Companies Act, 1948.
The Statutes ...	The Companies Act, 1948, and every other Act for the time being in force concerning companies and affecting the Company.

WORDS	MEANINGS
These Articles	These Articles of Association as drawn or as altered from time to time.
Directors ...	The Directors for the time being of the Company.
The Board ...	The Directors of the Company present at a duly convened meeting of Directors at which a quorum is present.
The Office ...	The registered office for the time being of the Company.
The Register ...	The Register of Members required to be kept by Section 110 of the Act.
The Registrars	The persons appointed to undertake the making up of the Register on behalf of the Company.
The Registrars' Office	The place where the Registrars keep the Register for the time being.
The Seal ...	The Common Seal of the Company.
The Secretary	Any person appointed to perform the duties of the Secretary of the Company.
The United Kingdom	Great Britain and Northern Ireland.
Month ...	Calendar Month.
Paid (up) ...	Includes credited as paid (up).
Dividend ...	Includes bonus.
Debenture ...	Includes Debenture Stock.
In writing ...	Written, printed, lithographed, or photographed, or visibly expressed in all or any of these or any other modes of representing or reproducing words, or partly in one mode and partly in another.

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

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

Words importing persons shall include corporations.

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

CAPITAL

3. The share capital of the Company is £45,000,000 divided into 180,000,000 Ordinary Shares of 25p each.

CONVERSION OF SHARES INTO STOCK

4. The Company may from time to time by Ordinary Resolution, convert any of its paid up shares into stock and reconvert any such stock into paid up shares of any denomination.

5. The holders of stock may transfer their respective interests therein, or any part of such interests, in such manner as the Company by Ordinary Resolution shall direct but, in default of any such direction, in the same manner and subject to the same regulations as and subject to which the shares from which the stock arose might previously to conversion have been transferred, or as near thereto as circumstances will admit. But the Board may, if it thinks fit, from time to time fix the minimum amount of stock transferable, provided that such minimum shall not exceed the nominal amount of the shares from which the stock arose.

6. The holders of stock shall be entitled to participate in the dividends and profits of the Company according to the amount of their respective interests in such stock, and such interests shall, in proportion to the amount thereof, confer on the holders thereof respectively the same rights, privileges and advantages for the purpose of voting at meetings of the Company and for other purposes as if they held the shares from which the stock arose, but so that none of such rights, privileges or advantages, except the participation in the dividends, profits and assets of the Company, shall be conferred by any such amount of stock as would not, if existing in shares, have conferred such right, privilege or advantage. No warrants to bearer shall be issued in respect of stock.

7. All such provisions of these Articles as are applicable to paid up shares shall apply to stock, and in all such provisions the words "share" and "shareholder" shall include "stock" and "stockholder".

INCREASE OF CAPITAL

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

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

ALTERATION OF CAPITAL

10. The Company may from time to time by Ordinary Resolution:—

(A) Consolidate and divide all or any of its share capital into shares of larger or smaller amount than its existing shares.

(B) Cancel any shares which at the date of the passing of the resolution have not been taken or agreed to be taken by any person, and diminish the amount of its share capital by the amount of the shares so cancelled.

(C) Sub-divide its shares, or any of them, into shares of smaller amount than is fixed by the Memorandum of Association, subject nevertheless to the provisions of Section 61 (1) (*d*) of the Act, and so that the Resolution whereby any share is sub-divided may determine that, as between the holders of the shares resulting from such sub-division, one or more of the shares may have any such preferred or other special rights over, or may have such deferred rights, or be subject to any such restrictions, as compared with the others, as the Company has power to attach to unissued or new shares.

11. The Company may from time to time by Special Resolution reduce its share capital, any capital redemption reserve fund or any share premium account in any manner and with and subject to any incident authorised and consent required by law.

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

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

MODIFICATION OF CLASS RIGHTS

14. All or any of the rights and privileges belonging to any preference or deferred shares or to any other special class of shares issued by the Company at any time may be affected, extinguished, altered, modified or dealt with by agreement between the Company and any person purporting to contract on behalf of that class, provided such agreement is ratified in writing by the holders of at least three-fourths of the nominal amount of the issued shares of that class or is confirmed by an Extraordinary Resolution passed at a separate General Meeting of the holders of shares of that class, and all the provisions hereinafter contained as to General Meetings shall *mutatis mutandis* apply to every such Meeting, but so that the quorum thereof shall be Members holding or representing by proxy one-third of the nominal amount of the issued shares of that class (but so that if at any adjourned meeting a quorum as above defined is not present any two holders of shares of that class present in person or by proxy shall be a quorum). The rights conferred upon

the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by these Articles or by the terms of issue of the shares of their class, be deemed to be varied modified or abrogated by the creation or issue of further shares ranking *pari passu* therewith.

SHARES

15. Subject to any special rights for the time being attached to any existing class of shares, any share in the Company (whether forming part of the present capital or not) may be issued with any such preferred, deferred, or other special rights, or subject to such conditions or restrictions, whether in regard to dividend, return of capital, voting or otherwise, as the Company may by Ordinary Resolution direct, or failing such direction, as the Board may determine.

16. The Company shall not give, whether directly or indirectly, and whether by means of a loan, guarantee, the provision of security or otherwise, any financial assistance for the purpose of or in connection with a purchase of or subscription made or to be made by any person for any shares in the Company or in its holding company (if any), nor shall the Company make a loan for any purpose whatsoever on the security of its shares or those of its holding company (if any) but nothing in this Article shall prohibit transactions mentioned in the proviso to Section 54 (1) of the Act.

17. The Company may exercise the powers of paying commissions conferred by the Statutes to the full extent thereby permitted. The Company may also on any issue of shares pay such brokerage as may be lawful.

18. All unissued shares shall be at the disposal of the Board, which may allot, grant options over, or otherwise deal with or dispose of them to such persons, at such times and generally on such terms and conditions as it thinks proper, but so that no shares shall be issued at a discount, except in accordance with Section 57 of the Act.

19. If any shares shall be issued for the purpose of raising money to defray the expenses of construction of any works or buildings or the provision of any plant which cannot be made profitable for a lengthened period, the Company may (subject to the conditions and restrictions mentioned in the Statutes) pay interest on so much of such share capital as is for the time being paid up and may charge the sum so paid to capital as part of the cost of construction of the works or buildings, or the provision of plant.

20. The Company shall not be bound to register more than four persons as joint holders of any share, and if two or more persons are registered as joint holders of any share, any one of such persons may give effectual receipts for any dividend or other moneys payable in respect of such share.

21. No person shall be recognised by the Company as holding any share upon any trust, and the Company shall not (even when having notice thereof) be bound by or required to recognise any equitable, contingent, future or partial interest in any share or (except as only by these Articles otherwise expressly provided or as by the Statutes required or pursuant to an order of Court) any right whatsoever in respect of any share, other than an absolute right to the entirety thereof in the registered holder.

22. (A) Any person (subject as aforesaid) whose name is entered in the Register in respect of any shares of any one class shall upon the issue or transfer thereof be entitled to receive without payment a certificate therefor within two months after the allotment of shares to him or lodgment of a transfer of shares to or by him (or within such other period as the conditions of issue shall provide). Every such certificate shall be under the Seal.

(B) Where part only of the shares comprised in a share certificate are transferred the old certificate shall be cancelled and a new certificate for the balance of such shares issued in lieu without charge.

(C) Any two or more certificates representing shares of any one class held by any Member may at his request be cancelled and a single new certificate for such shares issued in lieu without charge. But no Member shall be entitled to more than one certificate in respect of any one share held by him.

23. If any such certificate shall be worn out, defaced, destroyed or lost, it may be renewed on such evidence being produced as the Board shall require and, in case of wearing out or defacement, on delivery up of the old certificate, and in case of destruction or loss on execution of such indemnity (if any) as the Board may from time to time require. In the case of destruction or loss the Member to whom such renewed certificate is given shall bear and pay to the Company all such expenses incidental to the investigation by the Company of the evidence of such destruction or loss and to such indemnity as the Board shall think fit.

CALLS ON SHARES

24. The Board, subject to the provisions of these Articles and to any conditions of issue, may from time to time make such calls upon the Members in respect of any moneys unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) as it thinks fit, provided that twenty-one days' notice at least is given of each call specifying the time or times and place of payment, and each Member shall be liable to pay the amount of every call so made upon him to the person and at the time and place appointed by the Board. A call may be made payable by instalments. A call shall be deemed to have been made as soon as the resolution of the Board authorising such call shall have been passed, and an entry in the minute book of a resolution of the Board making the call shall be conclusive evidence of the making of the call. A call may be revoked or postponed as the Board shall determine. The joint holders of a share shall be jointly and severally liable to pay all calls and instalments in respect thereof.

25. If, before or on the day appointed for payment thereof, a call or instalment payable in respect of a share is not paid the person from whom the amount of the call is due shall pay interest on such amount at such rate as the Board shall think fit from the day appointed for payment thereof to the time of actual payment, but the Board shall have power to waive payment of or remit such interest or any part thereof.

26. Any sum which by the terms of issue of a share is made payable upon allotment or at any fixed date whether on account of the amount of the share or by way of premium shall, for all the purposes of these Articles, be deemed to be a call duly made and payable on the date fixed for payment and, in case of non-payment, the provisions of these Articles as to payment of interest and expenses, forfeiture, and the like, and all other relevant provisions of the Statutes or of these Articles shall apply as if such sum were a call duly made and notified as provided by these Articles.

27. The Board may make arrangements upon the issue of shares for a difference between the holders of such shares in the amount of calls to be paid and in the time of payment of such calls.

28. The Board may, if it thinks fit, receive from any Member willing to advance the same all or any part of the moneys uncalled and unpaid upon his shares and any such payment in advance of calls shall extinguish so far as the same shall extend, but subject as in these Articles provided, the liability upon the shares in respect of which it is advanced, and upon all or any of the moneys so

advanced the Board may (until the same would, but for such advance, become presently payable) pay or allow such interest as may be agreed between it and such Member. No sum paid up in advance of calls shall entitle the holder of a share in respect thereof to any portion of a dividend subsequently declared in respect of any period prior to the date upon which such sum would, but for such payment, become presently payable.

29. No Member shall be entitled to receive any dividend or to be present or vote at any meeting or upon a poll, or to exercise any right or privilege as a Member, until he shall have paid all calls for the time being due and payable on every share held by him, whether alone or jointly with any other person, together with interest and expenses in respect of such calls and all other sums (if any) presently payable by him in respect of any shares in the Company held by him.

LIEN ON SHARES

30. The Company shall have a first and paramount lien on all the shares (not fully paid up) registered in the name of any Member, whether solely or jointly with others, for all moneys due to the Company from him or his estate, whether solely or jointly with any other person, whether a Member or not, and whether such moneys are presently payable or not; and no equitable interest in any share shall be created except upon the footing and condition that the Company's lien is to have full effect. The Company's lien on a share shall extend to all dividends or other moneys payable thereon. But the Board may at any time declare any share to be exempt, wholly or partially, from the provisions of this Article.

31. For the purpose of enforcing such lien the Board may sell all or any of the shares subject thereto at such time or times and in such manner as it thinks fit, but no sale shall be made until such time as the moneys in respect of which such lien exists or some part thereof are or is presently payable, and until a notice in writing, stating the amount due and demanding payment thereof and giving notice of intention to sell in default, shall have been served in such manner as the Board shall think fit on such Member or the person entitled by transmission to the shares, and default in payment shall have been made by him or them for fourteen days after such notice.

32. The net proceeds of any such sale shall be applied in or towards satisfaction of the amount due to the Company including any expenses incurred in connection therewith, and the balance shall be paid to the Member or the person entitled by transmission to the

shares; provided always that the Company shall be entitled to a lien upon such balance in respect of any moneys due to the Company but not presently payable like to that which it had upon the shares immediately before the sale thereof.

33. For giving effect to any such sale as aforesaid, the Board may authorise some person to transfer to the purchaser the shares sold and may enter the purchaser's name in the Register as holder of the shares, and the purchaser shall not be bound to see to the regularity or validity of, or be affected by any irregularity or invalidity in, the proceedings or be bound to see to the application of the purchase money, and after his name has been entered in the Register the validity of the sale shall not be impeached by any person, and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

FORFEITURE OF SHARES

34. If any Member or person entitled by transmission fails to pay the whole or any part of any call or instalment of a call on or before the day appointed for the payment thereof, the Board may at any time thereafter during such time as the call or instalment, or any part thereof, remains unpaid, serve a notice on the Member or the person entitled to the share by transmission as the case may be requiring him to pay such call or instalment, or such part thereof as remains unpaid, together with any accrued interest and any expenses incurred by the Company by reason of such non-payment.

35. The notice shall name a further day (not earlier than the expiration of fourteen days from the date of service of the notice) on or before which such call, or such part thereof as aforesaid, and all such interest and expenses as aforesaid, are to be paid. It shall also name the place where payment is to be made, and shall state that in the event of non-payment at or before the time and at the place appointed, the shares in respect of which such call was made will be liable to be forfeited.

36. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which such notice has been given may at any time thereafter, before payment of all calls, interest and expenses due in respect thereof has been made, be forfeited by a resolution of the Board to that effect.

37. A forfeiture of shares shall include all dividends declared in respect of the forfeited share and not actually paid before the forfeiture. The Board may accept a surrender of any share liable to be forfeited hereunder.

38. When any share has been forfeited in accordance with these Articles, notice of the forfeiture shall forthwith be given to the Member or the person entitled to the share by transmission, as the case may be, and an entry of such notice having been given, and of the forfeiture with the date thereof, shall forthwith be made in the Register opposite to the entry of the share; but no forfeiture shall be in any manner invalidated by an omission or neglect to give such notice or to make such entry as aforesaid.

39. Notwithstanding any such forfeiture or surrender as aforesaid, the Board may at any time before the forfeited or surrendered share has been otherwise disposed of annul the forfeiture or surrender upon such terms as it thinks fit.

40. Every share which shall be forfeited or surrendered shall become the property of the Company and may be sold, reallotted, or otherwise disposed of, either to the person who was before forfeiture or surrender the holder thereof or entitled thereto, or to any other person, upon such terms and in such manner as the Board may think fit, and whether with or without all or any part of the amount previously paid on the share being credited as paid. The Board may, if necessary, authorise some person to transfer a forfeited or surrendered share to any such other person as aforesaid.

41. A person whose share has been forfeited or surrendered shall cease to be a Member in respect of such share but shall, notwithstanding, be liable to pay to the Company all calls made and not paid on such share at the time of forfeiture or surrender with interest thereon from the day appointed for payment to the date of actual payment at such rate as the Board shall think fit, in the same manner in all respects as if the share had not been forfeited or surrendered and to satisfy all the claims and demands which the Company might have enforced in respect of the share at the time of forfeiture or surrender without any deduction or allowance for the value of the share at the time of forfeiture or surrender.

42. A statutory declaration in writing that the declarant is a Director or the Secretary, and that a share has been duly forfeited or surrendered or sold to satisfy a lien of the Company on a date stated in the declaration in pursuance of these Articles, shall be, as against all persons claiming to be entitled to the share, conclusive evidence of the facts therein stated, and such declaration, together with a certificate of proprietorship of the share under the Seal delivered to a purchaser or allottee thereof, shall (subject to the execution of any necessary transfer) constitute a good title to the share, and the new holder of the share shall be discharged from all

calls made prior to such purchase or allotment, and shall not be bound to see to the application of the purchase money, nor shall his title to the share be affected by any omission, irregularity or invalidity in or relating to or connected with the proceedings in reference to the forfeiture, surrender, sale reallotment or disposal of the share.

TRANSFER OF SHARES AND REGISTRATION

43. Subject to the restrictions of these Articles, any Member may transfer all or any of his shares by instrument of transfer but every transfer must be in writing in the usual common form or in such other form as the Board may approve and must be lodged at the Registrars' Office, accompanied by the certificate for the shares to be transferred and such other evidence as the Board may require to prove the title of the intending transferor.

44. The instrument of transfer of a share shall be signed or executed 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 in respect thereof provided that in the case of partly paid shares the instrument of transfer shall also be signed or executed by or on behalf of the transferee.

45. The Board may, in its discretion, and without assigning any reason therefor, refuse to register the transfer of any share not fully paid up to any person whom it shall not approve as transferee. The Board may also refuse to register any transfer of a share on which the Company has a lien.

46. No transfer of any share shall be made to an infant, bankrupt, or person of unsound mind.

47. If the Board refuses to register a transfer of any shares, it shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal, as required by Section 78 of the Act.

48. No payment shall be required by the Company for registration of a transfer, probate, letters of administration, certificate of marriage or death, stop notice, power of attorney, or other document relating to or affecting the title to any share or for making any entry in the Register affecting the title to any share.

49. Subject to the provisions of Section 115 of the Act, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine, provided that such registration shall not be suspended for more than thirty days in any year.

50. All instruments of transfer which shall be registered may be retained by the Company, but any instrument of transfer which the Board refuses to register shall (except in any case of fraud) be returned to the person depositing the same. The Company shall be entitled to destroy all instruments of transfer of shares which have been registered at any time after the expiration of seven years from the date of registration thereof and all registered share certificates and dividend mandates which have been cancelled or have ceased to have effect at any time after the expiration of three years from the date of such cancellation or cessation and all notifications of change of name or address after the expiration of two years from the date of the recording thereof and it shall conclusively be presumed in favour of the Company that every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered and every share certificate so destroyed was a valid and effective document duly and properly cancelled and every other document hereinbefore mentioned so destroyed was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company. Provided always that:—

(i) The provisions aforesaid shall apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties thereto) to which the document might be relevant;

(ii) Nothing herein contained shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any case where the conditions of proviso (i) above are not fulfilled;

(iii) References herein to the destruction of any document include references to the disposal thereof in any manner.

51. Nothing in these Articles shall preclude the Board from recognising a renunciation of the allotment of any share by the allottee in favour of some other person.

TRANSMISSION OF SHARES

52. In the case of the death of a Member, the survivors or survivor, where the deceased was a joint holder, or the legal personal representatives of the deceased where he was a sole or only surviving holder, shall be the only persons recognised by the Company as having any title to his shares, but nothing herein contained shall release the estate of a deceased holder (whether sole or joint) from any liability in respect of any share solely or jointly held by him.

53. Any person becoming entitled to a registered share in consequence of the death or bankruptcy of a Member, upon producing such evidence of title as the Board shall require, and subject as hereinafter provided, may elect either to be registered himself as holder of the share or to have some person nominated by him registered as the holder thereof.

54. If the person so becoming entitled shall elect to be registered himself, he shall deliver or send to the Company a notice in writing signed by him and stating that he so elects. If he shall elect to have another person registered, he shall testify his election by executing to that person a transfer of the share. All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfer of shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the Member had not occurred and the notice or transfer were a transfer signed by that Member.

55. A person entitled to a share by transmission shall be entitled to receive and give a discharge for any dividends or other moneys payable in respect of the share, but he shall not, except with the authority of the Board, be entitled in respect of it to receive notices of or to attend or vote at meetings of the Company, or (save as aforesaid) to exercise any of the rights or privileges of a Member unless and until he shall become registered as a Member in respect of the share; provided always that the Company may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days the Company may thereafter withhold payment of all dividends or other moneys payable in respect of the share until the requirements of the notice have been complied with.

GENERAL MEETINGS

56. An Annual General Meeting of the Company shall be held in each year in addition to any other Meetings which may be

held in that year, and such meeting shall be specified as the Annual General Meeting in the Notices calling it. Not more than fifteen months shall elapse between the date of one Annual General Meeting and the date of the next. The Annual General Meeting shall be held at such time and place as the Board shall appoint.

57. All General Meetings of the Company other than Annual General Meetings shall be called Extraordinary General Meetings.

58. The Board may call an Extraordinary General Meeting whenever it thinks fit. Extraordinary General Meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided by the Statutes.

59. Twenty-one clear days' notice at least of every Annual General Meeting and of every Extraordinary General Meeting at which it is proposed to pass a Special Resolution and fourteen clear days' notice at least of every other Extraordinary General Meeting shall be given in manner hereinafter mentioned to such Members as are under the provisions of these Articles entitled to receive such notices from the Company and to the Auditors of the Company. Every notice of meeting shall be in writing and shall specify the place, day and hour of meeting and, in case of special business, the general nature of such business and shall also state with reasonable prominence that a Member entitled to attend and vote at the meeting is entitled to appoint one or more proxies to attend and vote instead of him and that a proxy need not be a Member. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given. In the case of a meeting convened for passing a Special or Extraordinary Resolution the notice shall specify the intention to propose the Resolution as a Special or Extraordinary Resolution as the case may be.

60. A Meeting of the Company shall notwithstanding that it is called by shorter notice than that specified in the last preceding Article be deemed to have been duly called if it is so agreed by such Members as are prescribed in that behalf by the Statutes.

61. The Company shall comply with the provisions of the Statutes as to giving notice of resolutions and circulating statements on the requisition of Members.

62. The accidental or inadvertent omission to give notice of any Meeting of the Company to, or the non-receipt of notice of any such Meeting by, any person entitled to receive notice shall not invalidate any resolution of or proceeding at that Meeting.

PROCEEDINGS AT GENERAL MEETINGS

63. All business shall be deemed special that is transacted at an Extraordinary General Meeting. All business that is transacted at an Annual General Meeting shall also be deemed special, with the exception of the declaration of a dividend, the consideration of the accounts and balance sheets and the reports of the Directors and Auditors and any other documents annexed to the balance sheet, the election of Directors in the place of those retiring and the appointment and the fixing of the remuneration of the Auditors.

64. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. For all purposes the quorum shall be not less than three Members present in person and entitled to attend and vote at the Meeting.

65. The Chairman of the Board shall preside at every General Meeting, but if there be no such Chairman, or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to preside, a Deputy Chairman of the Board shall preside, or if there be no such Deputy Chairman, or if he be not present within such period, or shall be unwilling to preside, the Directors present shall choose some Director, or if no Director be present, or if all the Directors present decline to take the chair, the Members present shall choose one of themselves to be Chairman of the meeting.

66. If within thirty minutes from the time appointed for the holding of a General Meeting a quorum is not present, the meeting, if convened on the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to such time and place as the Chairman of the Meeting shall decide and if at such adjourned meeting a quorum is not present within thirty minutes from the time appointed for holding the meeting, the persons present shall be a quorum.

67. The Chairman may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn any meeting from time to time and from place to place, as the meeting shall determine. Whenever a meeting is adjourned for twenty-eight days or more notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, no Member shall be entitled to any notice of an adjournment or of the business to be transacted at an adjourned meeting. No business shall be transacted at any adjourned meeting other

than the business which might have been transacted at the meeting from which the adjournment took place.

68. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless before or upon the declaration of the result of the show of hands a poll be demanded by the Chairman or (subject to the provisions of the Statutes) in writing by not less than three Members present in person or by proxy and entitled to vote or by any Member or Members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting or by a Member or Members holding shares in the Company conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right. Unless a poll be so demanded and the demand be not withdrawn a declaration by the Chairman of the Meeting that a resolution has on a show of hands been carried, or carried unanimously or by a particular majority, or lost, or not carried by a particular majority, shall be conclusive, and an entry to that effect in the minute book of the Company shall be conclusive evidence thereof, without proof of the number or proportion of the votes recorded in favour of or against such resolution. The demand for a poll may be withdrawn.

69. If a poll be demanded in manner aforesaid and the demand be not withdrawn, it shall be taken at such time (not being more than thirty days from the date of the meeting) and place and in such manner as the Chairman shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

70. No poll shall be demanded on the election of a Chairman of a meeting or on any question of adjournment.

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

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

73. Every resolution of a General Meeting for the appointment or election of a Director shall relate to one named person and a single resolution for the appointment or election of two or more persons as Directors shall be void.

VOTES OF MEMBERS

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

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

76. If two or more persons are jointly entitled to a share, then, in voting upon any question, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other registered holders of the share, and for this purpose seniority shall be determined by the order in which the names stand in the Register.

77. Save as herein expressly provided, no person other than a Member duly registered, and who shall have paid all moneys for the time being due from him and payable to the Company in respect of his shares, shall be entitled to be present at or to vote on any question either personally or by proxy or to be reckoned in a quorum at any General Meeting.

78. Votes may be given either personally or by proxy. On a show of hands a Member (other than a corporation) present only by proxy shall have no vote, but a proxy for or representative of a corporation may vote on a show of hands. A proxy need not be a Member and a Member may appoint one or more than one person to act as his proxy.

79. If a Member appoints more than one person to act as his proxy the instrument appointing each such proxy shall specify the shares held by the Member in respect of which each such proxy is to vote and no Member may appoint more than one proxy to vote in respect of any one share held by that Member.

80. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the meeting, whose decision shall be final and conclusive.

81. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing, or if such appointor is a corporation either under its common seal or under the hand of some officer or attorney duly authorised in that behalf. An instrument appointing a proxy need not be witnessed.

82. A vote given in accordance with the terms of an instrument appointing a proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or transfer of the share in respect of which it is given, unless previous intimation in writing of the death, insanity, revocation or transfer shall have been received by the Registrars at least three hours before the time fixed for holding the meeting or adjourned meeting or the time fixed for the taking of the poll at which the vote is cast, as the case may be.

83. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll and to vote at such poll.

84. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed, or a notarially certified copy thereof, shall be deposited at the Registrars' Office or at such other place within the United Kingdom as is specified for that purpose in the notice convening the meeting at least forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in such instrument proposes to vote or, in the case of a poll, not less than twenty-four hours before the time appointed for the taking of the poll, otherwise the person so named shall not be entitled to vote in respect thereof.

85. Any instrument appointing a proxy shall be in the following form, or as near thereto as circumstances will admit:—

"EAGLE STAR INSURANCE COMPANY LIMITED

I/We
of ,
(a) Member(s) of EAGLE STAR INSURANCE COMPANY LIMITED, hereby appoint ,
of
and failing him, ,
of ,
as my/our proxy to vote for me/us and on my/our behalf for/against* the resolutions to be proposed at the (Annual *or* Extraordinary *or* Adjourned, *as the case may be*) General Meeting of the Company, to be held on the day of , 19 , and at every adjournment thereof.

Signed this day of , 19 .

*Strike out whichever is not desired. Unless otherwise instructed the proxy will vote or abstain as he thinks fit."

or in such other form as the Board may from time to time approve.

CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS

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

DIRECTORS

87. Until otherwise determined by a General Meeting, the number of Directors shall not be less than five and there shall be no maximum number.

88. The Board may from time to time and at any time appoint any person to be a Director either to fill a casual vacancy or by way of addition to the Board. A Director so appointed shall hold office only until the Annual General Meeting following next after his appointment, when he shall retire but shall be eligible for

re-election, a Director so retiring shall not be taken into account in determining the number of Directors to retire by rotation at such meeting.

89. The continuing Directors at any time may act, notwithstanding any vacancy in their body; provided always that in case the Directors shall at any time be reduced in number to less than the minimum number fixed by or in accordance with these Articles, it shall be lawful for them to act as Directors for the purpose of filling up vacancies in their body or of summoning a General Meeting of the Company, but not for any other purpose.

90. No share qualification is required for Directors. All Directors shall be entitled to receive notice of and to attend and speak at any General Meeting of the Company and at any separate Meeting of the holders of any class of shares in the Company.

91. A Director may hold any other office or place of profit under the Company (except that of Auditor) in conjunction with his office of Director and on such terms as to remuneration and otherwise as the Board shall arrange. Any Director may act by himself or his firm in a professional capacity for the Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director, provided that nothing herein contained shall authorise a Director or his firm to act as Auditor or Auditors to the Company.

92. (A) No Director or intending Director shall be disqualified by his office from contracting with the Company either as vendor, purchaser or otherwise nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested, be liable to be avoided nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relation thereby established, but the nature of his interest shall be declared by him at the meeting of the Board at which the question of entering into the contract or arrangement is first taken into consideration or, if the Director was not at the date of that meeting interested in the proposed contract or arrangement, at the next meeting of the Board held after he became so interested and, in a case where the Director becomes interested in a contract or arrangement after it is made, such declaration shall be made at the first meeting of the Board held after he becomes so interested.

(B) A general notice to the Board by a Director that he is a member of any specified firm or company and is to be regarded

as interested in any contract or transaction which may, after the date of the notice, be made with such firm or company shall be a sufficient declaration of interest in relation to such contract or transaction under this Article and, after such general notice, it shall not be necessary to give any special notice relating to any particular contract or transaction with such firm or company, provided that any such general notice shall be of no effect unless either it is given at a meeting of the Board or the Director giving the notice takes reasonable steps to secure that it is brought up and read at the next meeting of the Board after it is given.

(C) Although a Director shall be counted in the quorum present at any meeting at which a vote is taken in respect of any contract or arrangement in which that Director is so interested, he shall not vote in respect of any such contract or arrangement and, is he shall do so his vote shall not be counted, but this prohibition shall not apply:—

(i) to any arrangement for giving any such Director any security or indemnity in respect of money lent by him to or obligations undertaken by him for the benefit of the Company; nor

(ii) to any contract or arrangement with any other company in which he is interested only as an officer of the company or as holder of shares or other securities, provided that he is not the holder of or beneficially interested in 1 per cent. or more of any class of the equity share capital of such company (or of any third company through which his interest is derived) or of the voting rights available to members of the relevant company; nor

(iii) to any matter connected with the Executive Share Incentive Scheme (other than his own participation therein) which was approved by the Company at an Extraordinary General Meeting held on 28th July, 1971 and a copy whereof appears in the Appendix to these Articles.

This prohibition may at any time be suspended or relaxed by the Company in General Meeting to any extent and either generally or in respect of any particular contract, arrangement or transaction, and any particular contract, arrangement or transaction in contravention of the prohibition may be ratified by the Company in General Meeting.

93. A Director may hold office as a Director, manager or other officer of or be otherwise interested in any other company of which the Company is a Member or in which the Company is otherwise interested and shall not unless otherwise agreed be liable to account to the Company for any remuneration or other benefits receivable by him from such other company.

94. Subject to the provisions of these Articles the Company may from time to time in General Meeting appoint new Directors and reduce the number of Directors and may also determine in what rotation the reduced number is to go out of office.

95. Without prejudice to the power of the Company under Section 184 of the Act to remove a Director before the expiration of his period of office by Ordinary Resolution, the Company may by Extraordinary Resolution remove any Director before the expiration of his period of office, and may by Ordinary Resolution appoint another Director in his stead. A person appointed in place of a Director so removed shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director. In default of such appointment the vacancy arising upon the removal of a Director from office may be filled by the Board as a casual vacancy.

EXECUTIVE DIRECTORS

96. (A) The Board may from time to time appoint one or more of their body to be an Executive Director under such title and on such terms as to remuneration and otherwise and for such period as they may determine, and a person so appointed is in these Articles referred to as an "Executive Director".

(B) The appointment of any Director to be an Executive Director shall be subject to termination if he cease from any cause to be a Director, unless the contract or resolution under which he holds office shall expressly state otherwise, but without prejudice to any claim he may have for damages for breach of any contract of service between him and the Company.

97. The Board may entrust to and confer upon any Executive Director any of the powers exercisable by them as Directors upon such terms and conditions and with such restrictions as they think fit, and either collaterally with or to the exclusion of their own powers, and may from time to time revoke, withdraw, alter, or vary all or any of such powers.

98. The Board may in any contract of service provide and may from time to time resolve that the Director appointed an

Executive Director by such contract or, as the case may be, that such of the Executive Directors as the Board shall specify in such resolution shall be exempted from retirement by rotation, and any such resolution shall be effective and may at any time be revoked by the Board with respect to any such Director.

POWERS OF BORROWING AND MORTGAGING

99. (A) Subject as hereinafter provided the Board may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property, assets and uncalled capital, and to issue debentures, bonds, loan notes and any other securities whatsoever, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party or for such other purposes and upon such terms as to time of repayment, rate of interest, price of issue or sale, payment of premium or bonus upon redemption or repayment or otherwise as the Board may think proper including a right for the holders of bonds, loan notes, debentures or other securities to exchange the same for shares in the Company of any class authorised to be issued.

(B) The Board shall restrict the borrowings of the Company and exercise all voting and other rights or powers of control exercisable by the Company in relation to its subsidiary companies (if any) so as to secure (as regards subsidiary companies so far as by such exercise they can secure) that the aggregate amount for the time being undischarged of all moneys borrowed by the Group (exclusive of inter-group borrowings) shall not without the previous sanction of an Ordinary Resolution of the Company exceed an amount equal to one and a quarter times the aggregate of:—

(a) the authorised share capital of the Company; and

(b) the amounts standing to the credit of the reserves of the Group including share premium account, capital redemption reserve fund and Profit and Loss Account (but deducting therefrom the amount, if any, standing to the debit of the Profit and Loss Account) all as shown in a consolidation of the then latest audited balance sheets of the Group, but

(i) adjusted in respect of any variations in the issued and paid up share capital, share premium account or capital redemption reserve fund effected or any distributions made (otherwise than within the Group) since the date of such balance sheets except in so far as provided for therein; and

(ii) excluding therefrom any amounts set aside for taxation and, to the extent included, any amounts attributable to outside shareholdings in subsidiaries;

Provided always that no such consent or sanction shall be required to the borrowings of any moneys intended to be applied and actually applied within six months in the repayment (with or without premium) of any moneys previously borrowed and then outstanding, notwithstanding that the same may result in the said limit being exceeded during such period.

For the purpose of this Article:—

(1) "The Group" shall mean the Company and all its subsidiaries for the time being;

(2) share capital allotted shall be treated as issued and any share capital already called up or payable at any future date within the following twelve months shall be treated as already paid up and if the Company proposes to issue any shares for cash and the issue of such shares has been underwritten then such shares shall be deemed to have been issued and the subscription moneys (including any premium) payable in respect thereof within the following twelve months shall be deemed to have been paid up;

(3) any company which it is proposed shall become a subsidiary contemporaneously with any relevant transaction shall be treated as if it had already become a subsidiary;

(4) the following shall (unless otherwise taken into account) be deemed to be included in moneys borrowed (a) loan capital or debentures notwithstanding that the same may be issued in whole or in part for a consideration other than cash, (b) amounts outstanding under acceptance credits (other than in respect of the purchase of goods in ordinary course of trading), (c) the nominal amount of any share capital issued and the principal amount of any moneys borrowed the redemption or repayment whereof is guaranteed by the Company or by any subsidiary except in so far as such share capital is for the time being held by or such moneys are for

the time being owing to and the beneficial interest in which is vested within the Group; and

(5) any fixed premium payable on final redemption or repayment of any debentures or other borrowed moneys or share capital shall be taken into account as an addition to the principal or nominal amount thereof.

(C) No person dealing with the Company or any of its subsidiaries shall by reason of the foregoing provision be concerned to see or inquire whether the said limit is observed and no debt incurred or security given in excess of such limit shall be invalid or ineffectual unless the lender or the recipient of the security had at the time when the debt was incurred or the security given express notice that the said limit had been or would thereby be exceeded.

POWERS AND DUTIES OF THE BOARD

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

101. The business of the Company shall be managed by the Board, which may exercise all such powers of the Company, and do on behalf of the Company all such acts as may be exercised and done by the Company, and as are not by the Statutes or by these Articles required to be exercised or done by the Company in General Meeting, subject nevertheless to any regulations of these Articles, to the provisions of the Statutes, and to such regulations being not inconsistent with the aforesaid regulations or provisions as may be prescribed by the Company in General Meeting, but no regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.

102. The Board may establish any local boards or agencies for managing any of the affairs of the Company, either in the United Kingdom or elsewhere, and may appoint any persons to be members of such local boards, or any managers or agents, and may fix their remuneration, and may delegate to any local board, manager or agent any of the powers, authorities and discretions vested in the Board (other than the power to make calls), with power to sub-delegate and may authorise the members of any local board, or any

of them, to fill any vacancies therein, and to act notwithstanding vacancies, and any such appointment or delegation may be made upon such terms and subject to such conditions as the Board may think fit, and the Board may remove any person so appointed, and may annul or vary any such delegation, but no person dealing in good faith and without notice of any such annulment or variation shall be affected thereby.

103. The Board may from time to time and at any time by power of attorney under the Seal appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Board, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under these Articles) and for such period and subject to such conditions as it may think fit, and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Board may think fit, and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in him.

104. The Company or the Board on behalf of the Company may exercise all the powers of Section 35 of the Act, relating to the official seals for use abroad, and any such seal shall be affixed by the authority and in the presence of, and the instrument sealed therewith shall be signed by, such persons as the Board shall from time to time by writing under the Seal appoint.

105. The Company may also exercise the powers of Sections 119 to 122 inclusive of the Act with reference to the keeping of Dominion Registers, and the Board may (subject to the provisions of those Sections) make and vary such regulations as it may think fit for the keeping of any such register.

106. (A) The Board may grant such pensions, allowances, gratuities or other benefits to any persons or to their wives, children or relatives or to the widows or dependants of any deceased persons in respect of services rendered by such persons or deceased persons to the Company or any subsidiary company as Directors or managers or in any other offices or employment under the Company or any such subsidiary as they may from time to time consider expedient in the interest of the Company or any such subsidiary. Any such pensions or allowances may be of such amounts and be granted for such periods as the Board considers advisable, either for a life or lives or for a definite period or for a period terminable on the happening of any contingency or event, and generally on such terms and conditions as the Board may think fit, and a pension may be granted to any officer or employee either

before or in anticipation of or upon or at any time after actual retirement, and the right of the grantee to receive a pension or benefit so granted shall not be affected by his being appointed or continuing in office as a Director and receiving remuneration as such.

(B) The Board may provide out of the Company's moneys and vest in trustees upon trusts appropriate for the purpose, funds for providing for the payment of any pensions, allowances, gratuities or other benefits granted as aforesaid, and may also establish and contribute out of the Company's moneys to any schemes or funds under which officers and employees of the Company (including Directors holding other offices or employment), their wives, children, relatives, widows or dependants, will or may become entitled to receive pensions, allowances, life assurances and other benefits on retirement or death after a certain length of service.

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

PROCEEDINGS OF THE BOARD

108. The Board may meet for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit, and determine the quorum necessary for the transaction of business. Unless otherwise determined by the Board three shall be a quorum. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes the chairman shall have a second or casting vote.

109. The Board may from time to time elect from its members including any Executive Directors a Chairman and one or more Deputy Chairmen and determine the period for which each of them is to hold office respectively. The Chairman, or in his absence, any Deputy Chairman shall preside at its meetings but if no such Chairman or Deputy Chairman be elected or if at any meeting the Chairman or any Deputy Chairman be not present within five minutes after the time appointed for holding the same, the Board shall choose one of its number to be chairman of such meeting.

110. The Chairman may, and on the request of a Director the Secretary shall, at any time summon a meeting of the Board. It shall not be necessary to give notice of a meeting of the Board to any Director for the time being absent from the United Kingdom.

111. The Board may delegate any of its powers, including authority to affix the Seal to any document, to Committees consisting of such members (not being less than two in number excluding *ex officio* members) of its body as it thinks fit. Any Committee so formed shall in the exercise of the powers so delegated conform to any regulations that may from time to time be imposed upon it by the Board. Questions arising at any meeting of a Committee shall be decided by a majority of votes. In the case of an equality of votes the chairman shall have a second or casting vote. The Chairman of the Board shall be an *ex officio* member of all Committees appointed by the Board.

112. All acts *bona fide* done by any meeting of the Board or of a Committee of the Board, or by any person acting as a Director, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment of any Director or person acting as aforesaid or that they or any of them were disqualified or had ceased to be Directors or a Director, be as valid as if every such person had been duly appointed and was qualified to be and had continued to be a Director.

113. The Board shall cause proper minutes to be made of all General Meetings of the Company and also of all appointments of officers and of the proceedings of all meetings of the Board and Committees of the Board, and of all business transacted at such meetings and a record of the attendances thereat. Any such minutes of any meeting, if purporting to be signed by the chairman of such meeting, or by the chairman of the next succeeding meeting of the Company or of the Board or Committee, shall be conclusive evidence without any further proof of the facts therein stated.

114. A resolution in writing signed by all the Directors for the time being entitled to receive notice of a meeting of the Board or (in the case of a Committee of the Board) all the members of such Committee shall be as effective for all purposes as a resolution passed at a meeting of the Board or of such Committee duly convened and held and may consist of several documents in the like form each signed by one or more of the Directors or the members of such Committee.

REMUNERATION OF DIRECTORS

115. Each Director shall be entitled to the yearly sum of £3,000 by way of remuneration for his services. The Chairman and each Deputy Chairman shall in addition but subject to the provisions of any contract of service between them and the Company

be entitled to such yearly sum (if any) as may be fixed by the Directors not exceeding £1,000 each. All remuneration payable to Directors shall be deemed to accrue from day to day and shall be apportionable accordingly.

116. The Directors shall also be entitled to be repaid all travelling, hotel and other expenses properly and reasonably incurred by them respectively in and about the business of the Company, including their expenses of travelling to and from Board or Committee or General Meetings.

117. The Board may grant special remuneration to any member thereof who shall be appointed to serve on any Committee of the Board or who, at the request of the Board, shall render any special or extra services to the Company, or go or reside abroad in connection with the conduct of any of the affairs of the Company. Such special remuneration may be made payable to such Director in addition to or in substitution for his ordinary remuneration as a Director, and may be payable by way of a lump sum or otherwise as the Board shall determine.

ROTATION AND RETIREMENT OF DIRECTORS

118. At the Annual General Meeting in every year one-fifth of the Directors for the time being (or if their number is not a multiple of five then the number nearest to but not exceeding one-fifth) shall retire from office, provided that an Executive Director for the time being exempted from retirement by rotation under Article 98 hereof shall not be subject to retirement by rotation or be taken into account in determining the rotation of Directors for retirement in any year.

119. The Directors to retire at the Annual General Meeting in every year shall be the Directors who have been longest in office since their last election. As between Directors of equal seniority, the Directors to retire shall in the absence of agreement be selected from among them by lot. A retiring Director shall be eligible for re-election and shall act as a Director throughout the meeting at which he retires.

120. (A) No Director shall be required to vacate his office under an age limit prior to his having attained the age of 75 years and any Director retiring from office under the provisions of these Articles shall be capable of being re-appointed as a Director at any time prior to his having attained the age of 75 years. No special notice shall be required of any resolution re-appointing a Director

prior to his having attained the age of 75 years nor shall it be necessary to give to the Members notice of the age of any Director under the age of 75 years proposed to be re-appointed as a Director.

(B) A Director shall vacate his office at the conclusion of the Annual General Meeting of the Company next after he attains the age of 75 years. Any Director so vacating office may, by Ordinary Resolution of the Company, be re-appointed a Director for such period and on such terms as the Company shall by such resolution determine and upon such re-appointment he shall be deemed, for the purpose of ascertaining his retirement by rotation, to be a Director newly appointed at the time of the passing of such resolution unless such resolution shall otherwise provide. Special notice of such resolution shall be given and the notice thereof given to Members shall state the age of the Director proposed to be re-appointed. If a Director who has been re-appointed as aforesaid subsequently retires from office, the foregoing provisions of this paragraph relating to his re-appointment shall apply in like manner to any further re-appointment.

(C) Any acts done by a person as a Director shall be valid notwithstanding that it is afterwards discovered that his appointment had terminated by virtue of his having attained any specified age.

121. Subject to any Resolution for reducing the number of Directors, the Company may at the meeting at which a Director retires in manner aforesaid, fill the vacated office by electing a person thereto.

122. No person other than a Director retiring at the meeting shall, unless recommended by the Board for election, be eligible for election to the office of Director at any General Meeting unless, within the prescribed time before the day appointed for the meeting, there shall have been given to the Secretary notice in writing by some Member other than the person to be proposed duly qualified to be present and vote at the meeting for which such notice is given of his intention to propose such person for election, and also notice in writing, signed by the person to be proposed, of his willingness to be elected. The prescribed time above mentioned shall be such that, between the date when the notice is served or deemed to be served, and the day appointed for the meeting there shall be not less than six nor more than twenty-one clear intervening days.

123. If, at any meeting at which an election of Directors ought to take place, the place of any retiring Director is not filled up, such retiring Director shall, if willing to act, be deemed to have

been re-elected, unless at such meeting it shall be determined to reduce the number of Directors or a resolution for the re-election of such retiring Director shall have been put to the meeting and not carried.

DISQUALIFICATION OF DIRECTORS

124. The office of a Director shall be vacated:—

(A) If he becomes bankrupt or makes any arrangement or composition with his creditors.

(B) If he becomes of unsound mind or physically or mentally incapable of performing the functions of a Director and the Board shall resolve that he is so disqualified.

(C) If he absents himself from the meetings of the Board during a continuous period of six months without special leave of absence from the Board, and the Board shall resolve that he is so disqualified.

(D) If he is prohibited from being a Director by reason of any provision of the Statutes.

(E) If, subject to the terms of any contract between him and the Company, by notice in writing to the Company he resigns his office.

(F) If without the sanction of the Board he is or becomes a Director, Auditor or other officer of or in any other Company carrying on all or any of the branches of the business for the time being carried on by the Company.

(G) If, in writing by all the other Directors, he is requested to resign.

THE SEAL

125. (A) The Board shall provide for the safe custody of the Seal, which shall be used and affixed in accordance with regulations made by the Board.

(B) All policies, contracts of assurance, bonds, guarantees, indemnities, consents and undertakings may be in such form and contain such powers, provisos, conditions, covenants, clauses and agreements as the Board shall think fit, and it shall not be necessary for the same or any of them to be sealed with the Seal but the same and any other deeds and documents, which

the Board resolve shall not be sealed, shall be signed by the Secretary or such other person or persons and in such manner as the Board may from time to time determine.

SECRETARY

126. The Board shall from time to time appoint and may remove a Secretary or Joint Secretaries and may appoint and remove one or more Deputy or Assistant Secretaries.

127. A provision of the Statutes or these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary, but any such provision requiring or authorising a thing to be done by or to the Secretary shall be satisfied by its being done by or to any one Joint or Deputy or Assistant Secretary.

DIVIDENDS AND RESERVE

128. Subject to any preferential or other special rights for the time being attached to any special class of shares, the profits of the Company which shall from time to time be determined to be distributed by way of dividend shall be applied in payment of dividends upon the shares of the Company.

129. All dividends shall be apportioned and paid proportionately to the amounts paid on the shares otherwise than in advance of calls during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date or shall not rank for dividend while partly paid such shares shall rank or not rank accordingly.

130. The Company in General Meeting may from time to time declare dividends, but no such dividend shall (except as by the Statutes expressly authorised) be payable otherwise than out of the profits of the Company. No higher dividend shall be paid than is recommended by the Board, and the declaration of the Board as to the amount of the profits at any time available for dividend shall be conclusive. The Board may if it thinks fit and if in its opinion the position of the Company justifies such payment, from time to time declare and pay an interim dividend or pay any preferential dividends which are payable on fixed dates.

131. With the sanction of a General Meeting, dividends may be paid wholly or in part *in specie* and may be satisfied in whole or in part by the distribution amongst Members, in accordance with their rights, of fully-paid shares, debentures or other securities of the Company or of any other company, or of any other property suitable for distribution as aforesaid. The Board shall have full liberty to make all such valuations, adjustments and arrangements and to issue all such certificates or documents of title as may in its opinion be necessary or expedient with a view to facilitating the equitable distribution amongst the Members of any dividends or portions of dividends to be satisfied as aforesaid or to giving them the benefit of their proper shares and interests in the property and no valuation, adjustment or arrangement so made shall be questioned by any Member.

132. Any dividend, instalment of dividend or interest or other moneys payable in cash in respect of any share may be paid by cheque or warrant payable to the order of the Member or person entitled thereto, or (in the case of joint holders) of that Member or person whose name stands first on the Register in respect of the joint holding. Every such cheque or warrant shall (unless otherwise directed) be sent by post to the last registered address of the Member or person entitled thereto, and the receipt of the person whose name appears on the Register as the owner of any share, or, in the case of joint holders, of any one of such holders, or of his or their agent duly appointed in writing, shall be a good discharge to the Company for the same. Every such cheque or warrant shall be sent at the risk of the person entitled to the money represented thereby. No unpaid dividend or interest as aforesaid shall bear interest against the Company.

133. The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks proper as a reserve fund or reserve funds which shall at the discretion of the Board be applicable for meeting contingencies or for repairing or maintaining any works connected with the business of the Company, or for any other purposes for which the profits of the Company may lawfully be applied, or shall, with the sanction of the Company in General Meeting, be as to the whole or in part applicable for equalising dividends, or for distribution by way of special dividend, and pending such application the Board may apply the sums from time to time so set apart as aforesaid in the business of the Company or invest the same in such securities, other than the shares of the Company, as it may select. The Board may also from time to time carry forward such sums as it may deem expedient in the interests of the Company not to divide.

134. The Board may deduct from any dividend or other moneys payable in respect of any shares held by a Member, either alone or jointly with any other Member, all such sums of money (if any) as may be due and payable by him either alone or jointly with any other person to the Company on account of calls or otherwise in respect of shares of the Company.

135. Any unclaimed dividend or other moneys payable on or in respect of a share may be invested or otherwise made use of by the Board as they think fit until the same be claimed so that the Company shall not be constituted thereby a trustee in respect thereof and any dividend unclaimed after a period of twelve years from the date of declaration of such dividend may be forfeited and shall thereupon revert to the Company.

CAPITALISATION OF RESERVES AND PROFITS

136. Subject to the provisions of the Act relating to any capital redemption reserve fund or any share premium account the Company in General Meeting may upon the recommendation of the Board at any time and from time to time pass a Resolution that any sum (*a*) for the time being standing to the credit of any reserve fund or reserve account of the Company, including premiums received on the issue of any shares or debentures of the Company, or (*b*) being undivided net profits in the hands of the Company, be capitalised, and that such sum be appropriated as capital to and amongst the Ordinary shareholders in the proportions in which they would have been entitled thereto if the same had been distributed by way of dividend on the Ordinary Shares (treating, for the purposes of this Article only, partly paid Ordinary Shares as if they were fully paid and entitled to rank for all dividends declared or paid in respect of the Ordinary Shares of the Company) and in such manner as the Resolution may direct, and such Resolution shall be effective; and the Board shall in accordance with such Resolution apply such sum in paying up in full any unissued shares or debentures of the Company on behalf of the Ordinary shareholders aforesaid, and appropriate such shares or debentures to, and distribute the same, credited as fully paid up, amongst such shareholders in the proportions aforesaid, in satisfaction of the shares and interests of such shareholders in the said capitalised sum, or shall apply such sum or any part thereof on behalf of the shareholders aforesaid in paying up the whole or part of any uncalled balance which shall for the time being be unpaid in respect of any issued Ordinary Shares held by such shareholders or otherwise deal with such sum as directed by such Resolution.

Where any difficulty arises in respect of any such distribution the Board may settle the same as it thinks expedient, and in particular it may issue fractional certificates, fix the value for distribution of any fully paid up shares or debentures, make cash payments to any shareholders on the footing of the value so fixed in order to adjust rights, and vest any such shares or debentures in trustees upon such trusts for or for the benefit of the persons entitled to share in the appropriation and distribution as may seem just and expedient to the Board. When deemed requisite a proper contract for the allotment and acceptance of any shares to be distributed as aforesaid shall be delivered to the Registrar of Companies for registration in accordance with Section 52 of the Act, and the Board may appoint any person to sign such contract on behalf of the persons entitled to share in the appropriation and distribution and such appointment shall be effective.

ACCOUNTS AND AUDIT

137. The Board shall cause accounting records to be kept in accordance with the provisions of the Statutes. The accounting records shall be kept at the Office, or subject to the Statutes at such other place or places as the Board shall think fit, and shall at all times be open to inspection by the officers of the Company.

138. The Board shall from time to time determine whether in any particular case or class of cases or generally and to what extent and at what times and places and under what conditions or regulations (subject to the provisions of the Statutes) the accounts and books of the Company, or any of them, shall be open to the inspection of Members, and no Member (not being an officer of the Company) shall have any right of inspection of any account or book or document of the Company, except as conferred by the Statutes or authorised by the Board or by a resolution of the Company in General Meeting.

139. The Board shall from time to time in accordance with the Statutes cause to be prepared and to be laid before the Company in General Meeting such balance sheets, profit and loss accounts, group accounts (if any) and reports as may be necessary.

140. A printed copy of the said balance sheets, accounts and reports shall twenty-one days at least before the date of the meeting be delivered or sent by post to every Member and debenture holder of the Company or in the case of a joint holding to that Member or debenture holder (as the case may be) whose name

stands first in the Register in respect of the joint holding and to the Auditors of the Company and the required number of copies shall at the same time be sent to the Quotations Department of The Stock Exchange. The Auditors' report shall be read at the meeting. No accidental non-compliance with the provisions of this Article shall invalidate the proceedings at the meeting.

141. The provisions of the Statutes as to the appointment, powers and rights, remuneration and duties of the Auditors shall be complied with.

NOTICES

142. A notice or other document may be served by the Company upon any Member either personally or by sending it through the post in a prepaid letter addressed to such Member at his registered address as appearing in the Register.

143. Any such notice or other document if served by post shall be deemed to have been served on the day following that on which the letter containing the same is posted (by whatsoever class of post), and in proving such service it shall be sufficient to prove that the letter containing the notice or document was properly addressed and posted as a prepaid letter or prepaid registered letter as the case may be.

144. All notices directed to be given to the Members shall with respect to any share to which persons are jointly entitled be given to whichever of such persons is named first in the Register, and notice so given shall be sufficient notice to all the holders of such share.

145. Any Member described in the Register by an address not within the United Kingdom who shall from time to time give the Company an address within the United Kingdom at which notices may be served upon him shall be entitled to have notices served upon him at such address, but save as aforesaid no Member other than a registered Member described in the Register by an address within the United Kingdom shall be entitled to receive any notice from the Company.

146. Any summons, notice, order or other document required to be sent to or served upon the Company, or upon any officer of the Company, may be sent or served by leaving the same or sending it through the post in a prepaid registered letter addressed to the Company, or to such officer, at the Office.

147. Any notice required to be given by the Company to the Members or any of them, and not provided for by or pursuant to these Articles, shall be sufficiently given if given by advertisement which shall be inserted once in at least one leading daily newspaper published in London.

148. Any notice or document delivered or sent by post to or left at the registered address of any Member in pursuance of these Articles shall, notwithstanding that such Member be then dead or bankrupt, and whether or not the Company have notice of his death or bankruptcy, be deemed to have been duly served in respect of any share registered in the name of such Member as sole or joint holder, unless his name shall, at the time of the service of the notice or document, have been removed from the Register as the holder of the share, and such service shall for all purposes be deemed a sufficient service of such notice or document on all persons interested (whether jointly with or as claiming through or under him) in the share.

WINDING UP

149. If the Company shall be wound up whether the liquidation is voluntary, under supervision or by the Court, the Liquidator may, with the sanction of an Extraordinary Resolution, divide among the Members *in specie* any part of the assets of the Company and any such division may be otherwise than in accordance with the existing rights of the Members, but so that if any division is resolved on otherwise than in accordance with such rights the Members shall have the same right of dissent and consequential rights as if such resolution were a Special Resolution passed pursuant to Section 287 of the Act. A Special Resolution sanctioning a transfer or sale to another company duly passed pursuant to the said Section may in like manner authorise the distribution of any shares or other consideration receivable by the Liquidator amongst the Members otherwise than in accordance with their existing rights, and any such determination shall be binding upon all the Members, subject to the right of dissent and consequential rights conferred by the said Section.

150. If the Company shall be wound up and the assets available for distribution shall be insufficient to pay the whole of the paid up capital, such assets shall be distributed so that as nearly as may be the losses shall be borne by the Members in proportion to the capital paid up or which ought to have been paid up at the commencement of the winding up on the shares held by them

respectively, other than amounts paid up in advance of calls. This Article is to be without prejudice to the rights of the holders of shares issued upon special conditions.

SECRECY

151. No Member or General Meeting or other Meeting of Members shall be entitled to require discovery of or any information respecting any detail of the Company's trading, or any matter which is or may be in the nature of a trade secret, mystery of trade or secret process, or which may relate to the conduct of the business of the Company which in the opinion of the Board it would be inexpedient in the interest of the Company to communicate to the public.

INDEMNITY

152. Every Director, Executive Director, agent, Auditor, Secretary or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities (including any such liability as is mentioned in paragraph (*b*) of the proviso to Section 205 of the Act) which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by the said Section.

EXECUTIVE SHARE INCENTIVE SCHEME

153. The foregoing Articles of Association shall be subject to such modifications if any as may be requisite to give effect to the provisions of the Executive Share Incentive Scheme (which was approved by the Company at an Extraordinary General Meeting held on 28th July, 1971) a copy whereof appears in the Appendix to these Articles.

The Common Seal of the
EAGLE STAR INSURANCE COMPANY LIMITED
was affixed hereto in accordance with
the Company's Articles of Association.

DIRECTOR

SECRETARY

59811

APPENDIX

EAGLE STAR INSURANCE COMPANY LIMITED

EXECUTIVE SHARE INCENTIVE SCHEME

Definitions

1. In this Scheme where the context so admits the following words and expressions shall have the following meanings:—

"The Company"	Eagle Star Insurance Company Limited.
"Subsidiary"	A subsidiary of the Company within the meaning of Section 154 of the Companies Act 1948.
"The Group"	The Company and its subsidiaries for the time being.
"The Board"	The Board of Directors of the Company or the Directors present at a duly convened meeting of the Directors at which a quorum is present or the persons appointed by the Board to act as a committee of the Board for all or any matters relating to the Scheme.
"Eligible Employees"	Employees of the Group (including full time salaried executive directors of the Company and of subsidiaries) selected by the Board to participate in the Scheme.
"Participants"	Eligible Employees who for the time being participate in the Scheme.
"Ordinary Shares"	The fully paid Ordinary Shares of the Company for the time being in issue.
"Scheme Shares"	Ordinary Shares in the capital of the Company issued pursuant to the Scheme or any share representing the same following a sub-division or consolidation thereof being in any such case shares which are for the time being partly paid.
"Further Shares"	(i) Any Ordinary Shares or other securities issued to a Participant

credited as fully paid by way of capitalisation of profits or reserves pursuant to Clause 16.

(ii) Any Ordinary Shares or other securities subscribed or purchased by a Participant pursuant to Clause 17.

"Middle Market Quotation"	The middle market quotation of the Ordinary Shares as shown by the daily official list of The Stock Exchange, London.
"Issue Price"	A price in relation to a Scheme Share equal to the average of the middle market quotations during the period beginning with the day upon which a Scheme Share is offered to a Participant pursuant to the Scheme and ending on the business day preceding the expiry date of the offer. If after the date of issue thereof there shall be any sub-division or consolidation of a Scheme Share the Issue Price relative to any Scheme Shares shall be appropriately adjusted.
"The Current Market Price"	A price in relation to a Scheme Share equal to the average of the middle market quotations (after making such adjustments thereto as the auditors for the time being of the Company determine to be appropriate in respect of any reduction of capital, issue of securities by way of rights or capitalisation of profits or reserves or sub-division, splitting or consolidation of the share capital of the Company effected after the date on which a Scheme Share is offered to a Participant pursuant to the Scheme) during the four weeks immediately preceding the relevant date.
"Initial Payment"	An amount equal to 2 per cent. of the Issue Price due as part of the Issue Price payable for each Scheme Share on the acceptance of an offer.

"Call"	The balance to be paid by a Participant on a Scheme Share pursuant to the provisions of the Scheme.

Limit on Scheme Shares

2. (*a*) The total number of Scheme Shares allotted under the Scheme will not exceed 1,752,741 (being 5 per cent. of the Ordinary Shares of the Company at present in issue).

(*b*) No Scheme Shares will be offered to an Eligible Employee if the Issue Price of such shares when added to the total of the Issue Price of Scheme Shares formerly allotted under the Scheme to such Eligible Employee (but excluding from such total the Issue Price for any Scheme Shares which have become fully paid at or prior to the date of the offer) shall exceed an amount equal to five times his total annual remuneration (before taxation) as an employee of the Group. For this calculation Scheme Shares comprised in a previous offer to such Eligible Employee shall carry the Issue Price relative to that offer. Total annual remuneration shall for this purpose be taken as the current annual rate of salary (excluding any bonus or commission but including directors' fees paid to the Eligible Employee by the Group and any company the Board shall from time to time determine is associated with the Group).

(*c*) The limitations referred to above will be adjusted in such manner as the Auditors for the time being of the Company shall certify to be appropriate in the event of the sub-division, splitting or consolidation of the Ordinary Shares or of any issue of Ordinary Shares by the Company by way of capitalisation or rights.

Offer of Scheme Shares

3. (*a*) Subject to the limitations referred to above the Board shall determine the number of Scheme Shares to be offered to an Eligible Employee.

(*b*) Offers will be made to Eligible Employees at the Issue Price payable as hereinafter provided, and every such offer may be accepted by the Eligible Employee making the Initial Payment and accepting the offer within 21 days of the date of the offer.

(*c*) An offer to participate in the Scheme and to subscribe for Scheme Shares shall be personal to the Eligible Employees to whom it is made and shall not be capable of assignment and no Scheme Share shall be allotted to the personal representatives of a

Participant in the event of his death before the date when such Shares would otherwise be allotted.

Calls Requested by Participant

4. On written request to the Company given by the Participant or as the case may be his personal representatives the Company shall make a call on the Scheme Shares specified in the request if at the date of such request:—

(*a*) more than five years have elapsed since the date of issue of the Scheme Shares in respect of which the call is requested; or

(*b*) not more than six months have elapsed after the control of the Company has passed to a person (or to persons acting in concert) as a result of (i) a general offer to the holders of the Ordinary Shares (or to all such holders other than the offeror and/or any persons acting in concert with the offeror) or (ii) a scheme of reconstruction or amalgamation; or

(*c*) not more than six months have elapsed after the Participant has ceased to be employed by the Group otherwise than by retirement on attaining normal retirement age or by summary dismissal without notice and control of the Company had passed as mentioned in sub-clause (*b*) of this Clause within two years prior to the date of ceasing to be employed as aforesaid; or

(*d*) not more than two years have elapsed since the date of the death of a Participant or since the Participant has ceased to be employed by the Group following a determination by the Board that the Participant is permanently incapacitated from further employment by reason of mental or physical disability not due to intemperance or intentional self-inflicted injury.

Calls by the Company

5. (1) The Company shall be entitled to make a call on any of the Scheme Shares if at the date of such call:—

(*a*) more than five years have elapsed since the date of issue of the Scheme Shares in respect of which the call is made and the Current Market Price of such shares exceeds the Issue Price thereof; or

(*b*) control of the Company has not passed as mentioned

in Clause 4 (*b*) and the Participant has ceased to be employed by the Group otherwise than by reason of death retirement on attaining normal retirement age or following a determination by the Board that the Participant is permanently incapacitated as mentioned in Clause 4 (*d*); or

(*c*) more than two years have elapsed since the date of the death of a Participant.

(2) The Company shall be bound to make a call on a Scheme Share within 28 days of the tenth anniversary of the issue thereof.

Provisions as to Calls

6. (*a*) If the Company makes a call in respect of all or any of the Scheme Shares in accordance with Clause 4 or Clause 5 (1) (*a*) the Participant or his personal representatives shall thereupon be bound to pay to the Company in respect of each such Scheme Share the balance of the nominal value thereof and a premium equal to the excess of the Issue Price of such share over the nominal value thereof.

(*b*) If the Company makes a call on any Scheme Shares in accordance with Clauses 5 (1) (*b*) or (*c*) or 5 (2) the Participant shall be bound to pay to the Company in respect of each such Scheme Share the balance of the nominal value thereof and a premium equal to the excess over the nominal value thereof of whichever is the less of the Issue Price and the Current Market Price Provided if the Company makes a call on any Scheme Share in accordance with Clause 5 (1) (*b*) and the Issue Price at the date of such call is less than the Current Market Price the Participant shall be bound to pay to the Company in respect of such Scheme Share the balance of the nominal value thereof and a premium of such amount as the Board in its absolute discretion may determine but not exceeding the excess of the Current Market Price over the nominal value thereof.

7. Any call due to be made under Clause 4 shall be made within 14 days after receipt by the Company of the request to make the call and shall become payable 42 days after the date of such request.

8. Any calls made under Clause 5 shall be expressed to be payable six months after the date of the call.

9. If a call shall not be paid on or before the day appointed for payment thereof the Company acting by the Board shall be entitled to charge the Participant interest on the sum called from the day appointed for payment thereof to the date of payment at such rate as the Board determines.

10. The Board shall not be entitled to make calls on Scheme Shares other than under the provisions of this Scheme and accordingly the provisions of Articles 24 to 28 (inclusive) of the Articles of Association of the Company shall not apply to Scheme Shares.

Forfeiture and Lien

11. (*a*) Scheme Shares shall be liable to forfeiture in accordance with Articles 34 to 42 (inclusive) of the Company's Articles of Association.

(*b*) The Company shall have a first and paramount lien on the Scheme Shares and Further Shares of a Participant for all moneys (whether presently payable or not) which may become payable to the Company in respect of Scheme Shares pursuant to the Scheme.

(*c*) The provisions of Articles 30 to 33 (inclusive) of the Company's Articles of Association shall apply in respect of the lien conferred by sub-clause (*b*) of this Clause but in the event of any Further Shares (within the meaning of paragraph (i) only of the definition thereof) being sold in accordance with the said provisions none of the restrictions referred to in Clause 13 hereof shall thereafter apply to the said Further Shares so sold.

Winding Up

12. If an order is made or an effective resolution is passed for the winding up of the Company (other than a members' voluntary winding up) the Company by its liquidator and subject to the provisions of the statutes will be entitled to make a call in respect of all Scheme Shares not exceeding the balance of the nominal value thereof remaining unpaid.

Rights and Restrictions to be attached to Scheme Shares

13. Until a Scheme Share has become fully paid up (both as to nominal value thereof and as to premium):—

(*a*) It will be entitled to the same rights of voting as an Ordinary Share.

(*b*) It shall not rank for any dividends and Article 128 of the Company's Articles of Association shall be deemed to be modified accordingly.

(*c*) The Participant will not without the written consent of the Board be entitled to sell transfer or otherwise dispose of the Scheme Shares held by him and no transfer thereof shall be capable of being either executed or registered without such consent.

Stock Exchange Quotation

14. Upon any Scheme Shares becoming fully paid (both as to the nominal value thereof and as to any premium) the Company will use its best endeavours to obtain permission to deal in and quotation for such shares and any Further Shares which are or have become fully paid up, on The Stock Exchange, London.

Scheme of Amalgamation and Reconstruction

15. In the event of a scheme of amalgamation or reconstruction taking effect (not being a scheme as a result of which control of the Company passes as mentioned in Clause 4 (*b*)) affecting the Company the Scheme Shares and the Further Shares, every Participant shall deal with the Scheme Shares and Further Shares standing in his name in such manner as the Board may require. If in connection with any such scheme of amalgamation or reconstruction a Participant shall be required to transfer any Scheme Shares and/or Further Shares he shall receive terms which are, in relation to the amount paid up on such shares, equivalent to those received by holders of the Ordinary Shares. The decision of the Board as to whether terms are equivalent as aforesaid shall be binding and conclusive.

Capitalisation Issues

16. (*a*) If the Company shall, upon a capitalisation of profits or reserves, issue shares or securities credited as fully paid up in proportion to holdings of Ordinary Shares a Participant shall be entitled to receive an allotment in respect of his Scheme Shares and any Further Shares, as if the Scheme Shares had been fully paid at the relevant date.

(*b*) Further Shares issued to a Participant pursuant to this Clause shall (subject to Clause 11 (*c*)) be subject to the restrictions as to dividend selling transferring charging or otherwise

disposing of specified in Clause 13 as long as the Scheme Shares in respect of which they are issued or derived remain partly paid up.

(c) The Participant shall not be entitled to renounce any Further Shares issued pursuant to this Clause and accordingly all such Further Shares shall be issued to the Participant and registered in his name.

Rights Issue

17. In the event of the Company offering any Ordinary Shares or other securities to the Ordinary Shareholders for subscription or purchase for cash by way of rights the holders of Scheme Shares will be offered the same number or amount of Further Shares in respect of his Scheme Shares and Further Shares as if the Scheme Shares had been fully paid at any relevant date at the same price as they are offered to the Ordinary Shareholders but on the basis that 2 per cent. thereof is payable on subscription. The Further Shares so subscribed will on allotment become Scheme Shares and the provisions of the Scheme relating to Scheme Shares will apply to them as if the offer under this Clause and acceptance thereof had been an offer and acceptance under Clause 3 except that such shares shall for all purposes of the Scheme be deemed to have been issued on the same date as any Scheme Shares in respect of which such shares or any of them were offered to the Participant. The price at which such Further Shares are offered pursuant to this Clause will be deemed to be the Issue Price thereof.

General

18. Until such time as a Scheme Share shall be fully paid up (both as to the nominal value thereof and as to any premium) the Certificate therefor and for any Further Shares allotted in respect thereof or derived therefrom shall be held by the Company or such other person as the Board shall from time to time nominate.

19. If a Participant shall cease for any reason to be in the service of the Group he shall not be entitled by way of compensation for loss or otherwise howsoever to any sum or other benefit to compensate him for the loss of any right or benefit under the Scheme.

20. The Company shall maintain all necessary books of account and records relating to the Scheme.

21. The provisions of Clauses 2, 4, 5, 6, 12 and 13 of this Scheme and the basis of the definitions of "Eligible Employee" and

"Issue Price" shall not be altered to the advantage of the Participant except with the approval of the Company in general meeting. Save as aforesaid and without prejudice to the subsisting rights of a Participant the Board may at any time and from time to time by resolution amend all or any of the provisions of the Scheme whether retrospectively or otherwise.

22. A Participant who is a Director of the Company may notwithstanding his interest vote on any Board resolution concerning the Scheme (other than in respect of his own participation therein) and may retain any benefits under the Scheme.

EAGLE STAR INSURANCE COMPANY LIMITED

SHARE OPTION SCHEME

(Approved by Ordinary Resolution on 1st June 1973)

Definitions

1. (*a*) In this Scheme where the context so admits the following expressions shall have the following meanings:—

"the Company"	Eagle Star Insurance Company Limited.
"Subsidiary"	A company of which Eagle Star Insurance Company Limited is for the time being to be taken to have control for the purposes of Section 534 of the Income Taxes Act 1970.
"The Group"	The Company and the Subsidiaries.
"The Board"	The Board of Directors of the Company, or the Directors present at a duly convened meeting of the Directors at which a quorum is present, or the persons appointed by the Board to act as a committee of the Board for all or any matters relating to this Scheme.
"This Scheme"	The Scheme set out in this Appendix as altered from time to time.
"Employee"	Employees of the Group (including salaried executive directors of the Company and Subsidiaries) who, for the purpose of Schedule 12 to the Finance Act 1972, are regarded as devoting substantially the whole of their time to service as a director or employee and who are selected by the Board to participate in the Scheme.
"Participants"	Employees who for the time being participate in this Scheme.
"Shares"	The fully paid Ordinary Shares of the Company for the time being in issue.

"Relevant Emoluments"	Relevant emoluments, as defined in Part III of Schedule 12 of the Finance Act 1972, from the Company or any of the Subsidiaries.
"Ordinary Scheme Shares"	Ordinary Shares for the time being subject to an option granted to a Participant pursuant to this Scheme.
"Subscription Price"	The middle market quotation, as shown by the Official List, for the Ordinary Shares on the working day preceding that on which an option is granted to subscribe for Ordinary Scheme Shares.
"the Auditors"	The Auditors for the time being of the Company or if at any time there shall be joint auditors either one or both of the joint auditors as the Board may nominate.
"Approved by the Inland Revenue"	Approved by the Inland Revenue under Schedule 12 to the Finance Act 1972.
"Relevant Event"	Any variation in the share capital of the Company arising from any reduction of capital or sub-division or consolidation of share capital or issue of shares by way of capitalisation of profits or reserves or by way of rights (including, in the latter case, the issue to the holders of the Ordinary Shares for less than full consideration of any securities convertible into equity share capital or warrants or options to subscribe equity share capital).

(*b*) Words and phrases defined in or bearing a particular meaning for the purposes of Schedule 12 of the Finance Act 1972 shall except where inconsistent with the subject or context, have the same meanings respectively in this Appendix.

Period of Scheme

2. (*a*) This Scheme shall take effect on the day of its adoption by resolution of the Company in general meeting and the Board shall be at liberty at any time thereafter to grant to any Employee an Option to acquire Ordinary Shares in the capital of the Company on the terms set out herein.

(*b*) No Option shall be granted more than ten years after the date on which this Scheme is adopted as aforesaid.

Grants of Options

3. (*a*) Subject to the limitations referred to herein the Board shall determine the number of Ordinary Shares to be included in an Option to be granted to an Employee and each such Option shall be granted unconditionally and without any payment being required therefor.

(*b*) The amount for which Shares may be acquired by any Participant in any year of assessment under this Scheme when added to the aggregate of the amounts for which Shares of the Company may be acquired under any options previously obtained by him under this Scheme shall not exceed four times the amount of his relevant emoluments for that or the previous year of assessment, whichever is the higher. This limit shall also apply to the aggregate of the rights obtainable or obtained under this Scheme and any other share option scheme approved by the Inland Revenue. If an Employee may obtain or has obtained rights under this Scheme and also shares or interests in shares under any share incentive scheme approved by the Inland Revenue the foregoing limit applies to the aggregate of the amount mentioned above and the amount or value limited under such share incentive scheme.

(*c*) The total nominal value of Ordinary Scheme Shares which may be issued under or pursuant to this Scheme when added to the total nominal value of Ordinary Shares which may be issued or pursuant to any other share option or share incentive scheme approved by the Inland Revenue shall not exceed £885,442 provided that on each occasion an adjustment is made under paragraph 6 to the number of shares comprised in an Option the limit contained in this Clause shall likewise be adjusted to such extent in each case that the Board (with the written concurrence of the Auditors that in their opinion the adjustment proposed is fair and reasonable) may deem appropriate. Notwithstanding the foregoing at no time shall the said nominal value exceed 5 per cent. of the Ordinary Share Capital of the Company from time to time in issue.

(*d*) Each Option shall be evidenced by a certificate under seal in such form as the Board shall from time to time determine. Certificates shall be issued to Participants forthwith upon the grant of an Option.

(*e*) For the purposes of this Scheme the date of the grant of an Option shall be the date on which the relative Certificate is sealed.

Procedure on Exercise of Option

4. (*a*) An Option shall be exercised by delivery to the secretary of the Company of a notice duly signed by the Participant in a form approved by the Board together with the Subscription Price and the Option Certificate for amendment or cancellation as the case may be. An Option may be exercised in part or parts. Any partial exercise of the Option rights shall be in respect of 100 Ordinary Scheme Shares or a multiple thereof except where the Option rights outstanding relate to a number of shares less than 100 in which case the Participant shall exercise the rights in full respect of that number of Shares.

(*b*) The allotment and issue of the Ordinary Scheme Shares, which will be subject to all (if any) necessary consents of H.M. Treasury or other authorities under enactments or regulations for the time being in force, shall be made within twenty-eight days after the exercise of an Option, and the Company shall make application to the Council of The Stock Exchange for admission of such Shares to the Official List. The Shares will upon allotment rank *pari passu* in all respects with the Ordinary Shares in issue on the date of the exercise of the Option except that the Shares so subscribed shall not entitle the holders to participate in any dividend or other distribution declared or which the Company has announced it proposes to pay to holders of Ordinary Shares on the register on a date prior to the date of the exercise of the Option.

Period of Option and Provisions for Participants

5. (*a*) The rights of each Participant under this Scheme shall be personal and shall not be capable of assignment except as otherwise provided in this paragraph 5.

(*b*) An Option may not (except as otherwise provided in this paragraph 5) be exercised later than seven years from the date that the same was granted.

(*c*) An Option may not (except as otherwise provided in this paragraph 5 or in paragraph 8) be exercised prior to the expiry of three years from the date that the same was granted.

(*d*) An Option may not (except as otherwise provided in this paragraph 5) be exercised unless at the date of the exercise thereof the Participant shall have been continuously in the full-time employment of the Group since the date of the grant thereof.

(*e*) If a Participant shall cease to be employed in a full-time capacity by reason of:—

(i) his retirement on attaining normal retirement age or at a younger age with the consent of the Board; or

(ii) injury, disability or ill-health (established in any such case to the satisfaction of the Board) or dismissal for redundancy (within the meaning of the Redundancy Payments Act 1965 or the Contracts of Employment and Redundancy Payments Act (Northern Ireland) 1965); or

(iii) the company by which he is employed ceasing to be a member of the Group

then that Participant may (whether or not three years shall have expired from the date of grant) exercise any Option then held by him at any time within but not later than six months after he ceases to be so employed.

(*f*) If a Participant dies within the period referred to in paragraph 5 (*b*) hereof while in the full time employment of the Group his personal representative(s) may (without regard to the restrictions in point of time set out in paragraphs 5 (*b*) and (*c*)) exercise any Option of the Participant then subsisting at any time within but not later than twelve months of his death.

(*g*) If a Participant shall cease at any time to be employed in a full time capacity by the Group in circumstances arising from actions of the Group, such circumstances being beyond the Participant's control and being events other than those referred to in paragraphs 5 (*e*) and (*f*) the Board shall determine in its absolute discretion whether the Participant may exercise his Option in respect of all or any of the Ordinary Scheme Shares comprised therein and the restrictions (if any) to which such exercise shall be subject or whether the Participant shall cease to have any rights to exercise his Option upon such cessation. Provided that the Board shall exercise such discretion so as not to affect adversely the approval of this Scheme by the Inland Revenue under the Finance Act 1972.

Adjustments and Winding Up

6. Upon the occurrence of any Relevant Event the number or nominal amount of Ordinary Shares comprised in each Option and/or the Subscription Price thereunder may be adjusted in such manner as the Board (with the written concurrence of the Auditors that in their opinion the adjustments proposed are fair and reasonable) may deem appropriate provided that no increase shall be made in the aggregate Subscription Price relating to any Option.

7. In the event of a winding up of the Company for the purposes of reorganisation or reconstruction such adjustments shall be made to any unexercised Option rights as the Board shall, on the request of a Participant or the Company, determine Provided that:—

(i) no adjustment to the Subscription Price shall be made pursuant to the provisions of this paragraph 7 which would result in the shares subject to any Option being issued at a discount and if in the case of any shares such an adjustment would but for this proviso have so resulted the price payable for such shares shall be the nominal amount thereof;

(ii) no variation to the number of shares comprised in an Option or the Subscription Price thereof shall be made pursuant to any of the provisions contained in this paragraph 7 until the Auditors shall have reported that such variation is in their opinion fair and reasonable; and

(iii) no variation shall be made with the result that the Scheme could cease to be capable of being approved by the Inland Revenue under the Finance Act 1972.

In the event of any other winding up of the Company a Participant may by notice in writing to the Company within 90 days of the commencement of the winding up (such notice being accompanied by payment of the Subscription Price) elect to be treated as if the Option had been exercised immediately before the commencement of the winding up and such Participant will then be entitled to be paid a sum equal to the amount he would have received as holder of the Ordinary Shares to which he would have been entitled on such exercise.

Subject only to the foregoing provisions of this paragraph 7 all Option rights shall lapse on a winding up.

Change in Control of the Company

8. If in consequence of any offer made to Ordinary shareholders or otherwise howsoever another company shall have acquired or become unconditionally bound to acquire a majority of the issued Ordinary Shares each Participant (or, as the case may be, his legal personal representatives) shall be entitled at any time within six months after such event becomes known to him or them to exercise his Options up to the full extent to which they remain unexercised, Provided that if during such period such other company becomes entitled to exercise rights of compulsory acquisition

of Ordinary Shares (including any Ordinary Shares issued upon the exercise of Options) pursuant to Section 209 (1) of the Companies Act 1948 (or any statutory modification or re-enactment thereof) and gives notice in writing to the Participants that it intends to exercise such rights as regards all Ordinary Shares issued upon the exercise of Options prior to a specified date (not being earlier than one month after the date of such notice) the Options shall be and remain exercisable as aforesaid until the specified date but subject always to the provisions of paragraph 5 (*b*) hereof. Any Option not so exercised shall immediately after the specified date cease and determine, provided that such other company has in fact exercised its available rights of compulsory acquisition in accordance with such notice.

General

9. (*a*) If the Participant shall cease for any reason to be in the service of the Group, he shall not be entitled by way of compensation for loss or otherwise howsoever, to any sum or any benefit to compensate him for the loss of any right or benefit (actual or prospective) under this Scheme.

(*b*) This Scheme shall in all respects be administered by the Board which may from time to time make or vary such Rules not being inconsistent with the terms and conditions hereof for the conduct of this Scheme as the Board thinks fit. Any dispute or question relating to this Scheme or to any Option shall be determined by the Board and its decision shall be final and binding.

No. 82051

EAGLE STAR INSURANCE COMPANY LIMITED

At an EXTRAORDINARY GENERAL MEETING of the above-named Company held at The Queen's Room, The Baltic Exchange, 14-20 St. Mary Axe, London, E.C.3 on Friday 27th May, 1977, the following Resolution was duly passed as a SPECIAL RESOLUTION:—

RESOLUTION

THAT there be approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of all its existing Articles the regulations contained in the document submitted to this meeting marked 'A' and for the purposes of identification subscribed by the Chairman thereof but so that if before the conclusion of this Meeting the Scheme of Arrangement dated the 14th March, 1977 between the Company and the holders of its several classes of shares shall not have become effective as regards both classes of its Preference Shares the regulations contained in the said document shall be adopted as the Articles of Association of the Company with and subject to such additions and amendments as are set out in the document submitted to this meeting marked 'B' and subscribed as aforesaid and as are appropriate in the circumstances as therein indicated.

D. M. MOUNTAIN,
Chairman and Managing Director.

B., M. & CO., LTD. S284438/w

COMPANIES REGISTRATION 20 JUN 1977

No. 82051

THE COMPANIES ACTS, 1862 TO 1900

THE COMPANIES ACTS, 1948 TO 1976

COMPANY LIMITED BY SHARES

New Articles of Association

OF

EAGLE STAR INSURANCE COMPANY LIMITED

SIMMONS & SIMMONS,
14, Dominion Street,
London, EC2M 2RJ.

COMPANIES REGISTRATION OFFICE
8 JUN 1977

THE COMPANIES ACTS, 1862 TO 1900

THE COMPANIES ACTS, 1948 TO 1976

COMPANY LIMITED BY SHARES

Articles of Association

OF

EAGLE STAR INSURANCE COMPANY LIMITED

(See also Appendix)

(Adopted by Special Resolution passed on • May, 1977)

TABLE A

1. The regulations in Table A in the First Schedule to the Companies Act, 1948 shall not apply to the Company and these Articles shall be the only Articles of the Company.

INTERPRETATION

2. In these Articles the following words and expressions bear the meanings hereby assigned to them except where the subject or context forbids:—

WORDS	MEANINGS
The Company ...	Eagle Star Insurance Company Limited.
The Act ...	The Companies Act, 1948.
The Statutes ...	The Companies Act, 1948, and every other Act for the time being in force concerning companies and affecting the Company.

WORDS	MEANINGS
These Articles	These Articles of Association as drawn or as altered from time to time.
Directors ...	The Directors for the time being of the Company.
The Board ...	The Directors of the Company present at a duly convened meeting of Directors at which a quorum is present.
The Office ...	The registered office for the time being of the Company.
The Register ...	The Register of Members required to be kept by Section 110 of the Act.
The Registrars	The persons appointed to undertake the making up of the Register on behalf of the Company.
The Registrars' Office	The place where the Registrars keep the Register for the time being.
The Seal ...	The Common Seal of the Company.
The Secretary	Any person appointed to perform the duties of the Secretary of the Company.
The United Kingdom	Great Britain and Northern Ireland.
Month ...	Calendar Month.
Paid (up) ...	Includes credited as paid (up).
Dividend ...	Includes bonus.
Debenture ...	Includes Debenture Stock.
In writing ...	Written, printed, lithographed, or photographed, or visibly expressed in all or any of these or any other modes of representing or reproducing words, or partly in one mode and partly in another.

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

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

Words importing persons shall include corporations.

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

CAPITAL

3. The share capital of the Company is £45,000,000 divided into 180,000,000 Ordinary Shares of 25p each.

CONVERSION OF SHARES INTO STOCK

4. The Company may from time to time by Ordinary Resolution, convert any of its paid up shares into stock and reconvert any such stock into paid up shares of any denomination.

5. The holders of stock may transfer their respective interests therein, or any part of such interests, in such manner as the Company by Ordinary Resolution shall direct but, in default of any such direction, in the same manner and subject to the same regulations as and subject to which the shares from which the stock arose might previously to conversion have been transferred, or as near thereto as circumstances will admit. But the Board may, if it thinks fit, from time to time fix the minimum amount of stock transferable, provided that such minimum shall not exceed the nominal amount of the shares from which the stock arose.

6. The holders of stock shall be entitled to participate in the dividends and profits of the Company according to the amount of their respective interests in such stock, and such interests shall, in proportion to the amount thereof, confer on the holders thereof respectively the same rights, privileges and advantages for the purpose of voting at meetings of the Company and for other purposes as if they held the shares from which the stock arose, but so that none of such rights, privileges or advantages, except the participation in the dividends, profits and assets of the Company, shall be conferred by any such amount of stock as would not, if existing in shares, have conferred such right, privilege or advantage. No warrants to bearer shall be issued in respect of stock.

7. All such provisions of these Articles as are applicable to paid up shares shall apply to stock, and in all such provisions the words "share" and "shareholder" shall include "stock" and "stockholder".

INCREASE OF CAPITAL

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

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

ALTERATION OF CAPITAL

10. The Company may from time to time by Ordinary Resolution:—

(A) Consolidate and divide all or any of its share capital into shares of larger or smaller amount than its existing shares.

(B) Cancel any shares which at the date of the passing of the resolution have not been taken or agreed to be taken by any person, and diminish the amount of its share capital by the amount of the shares so cancelled.

(C) Sub-divide its shares, or any of them, into shares of smaller amount than is fixed by the Memorandum of Association, subject nevertheless to the provisions of Section 61 (1) (*d*) of the Act, and so that the Resolution whereby any share is sub-divided may determine that, as between the holders of the shares resulting from such sub-division, one or more of the shares may have any such preferred or other special rights over, or may have such deferred rights, or be subject to any such restrictions, as compared with the others, as the Company has power to attach to unissued or new shares.

11. The Company may from time to time by Special Resolution reduce its share capital, any capital redemption reserve fund or any share premium account in any manner and with and subject to any incident authorised and consent required by law.

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

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

MODIFICATION OF CLASS RIGHTS

14. All or any of the rights and privileges belonging to any preference or deferred shares or to any other special class of shares issued by the Company at any time may be affected, extinguished, altered, modified or dealt with by agreement between the Company and any person purporting to contract on behalf of that class, provided such agreement is ratified in writing by the holders of at least three-fourths of the nominal amount of the issued shares of that class or is confirmed by an Extraordinary Resolution passed at a separate General Meeting of the holders of shares of that class, and all the provisions hereinafter contained as to General Meetings shall *mutatis mutandis* apply to every such Meeting, but so that the quorum thereof shall be Members holding or representing by proxy one-third of the nominal amount of the issued shares of that class (but so that if at any adjourned meeting a quorum as above defined is not present any two holders of shares of that class present in person or by proxy shall be a quorum). The rights conferred upon

the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by these Articles or by the terms of issue of the shares of their class, be deemed to be varied modified or abrogated by the creation or issue of further shares ranking *pari passu* therewith.

SHARES

15. Subject to any special rights for the time being attached to any existing class of shares, any share in the Company (whether forming part of the present capital or not) may be issued with any such preferred, deferred, or other special rights, or subject to such conditions or restrictions, whether in regard to dividend, return of capital, voting or otherwise, as the Company may by Ordinary Resolution direct, or failing such direction, as the Board may determine.

16. The Company shall not give, whether directly or indirectly, and whether by means of a loan, guarantee, the provision of security or otherwise, any financial assistance for the purpose of or in connection with a purchase of or subscription made or to be made by any person for any shares in the Company or in its holding company (if any), nor shall the Company make a loan for any purpose whatsoever on the security of its shares or those of its holding company (if any) but nothing in this Article shall prohibit transactions mentioned in the proviso to Section 54 (1) of the Act.

17. The Company may exercise the powers of paying commissions conferred by the Statutes to the full extent thereby permitted. The Company may also on any issue of shares pay such brokerage as may be lawful.

18. All unissued shares shall be at the disposal of the Board, which may allot, grant options over, or otherwise deal with or dispose of them to such persons, at such times and generally on such terms and conditions as it thinks proper, but so that no shares shall be issued at a discount, except in accordance with Section 57 of the Act.

19. If any shares shall be issued for the purpose of raising money to defray the expenses of construction of any works or buildings or the provision of any plant which cannot be made profitable for a lengthened period, the Company may (subject to the conditions and restrictions mentioned in the Statutes) pay interest on so much of such share capital as is for the time being paid up and may charge the sum so paid to capital as part of the cost of construction of the works or buildings, or the provision of plant.

20. The Company shall not be bound to register more than four persons as joint holders of any share, and if two or more persons are registered as joint holders of any share, any one of such persons may give effectual receipts for any dividend or other moneys payable in respect of such share.

21. No person shall be recognised by the Company as holding any share upon any trust, and the Company shall not (even when having notice thereof) be bound by or required to recognise any equitable, contingent, future or partial interest in any share or (except as only by these Articles otherwise expressly provided or as by the Statutes required or pursuant to an order of Court) any right whatsoever in respect of any share, other than an absolute right to the entirety thereof in the registered holder.

22. (A) Any person (subject as aforesaid) whose name is entered in the Register in respect of any shares of any one class shall upon the issue or transfer thereof be entitled to receive without payment a certificate therefor within two months after the allotment of shares to him or lodgment of a transfer of shares to or by him (or within such other period as the conditions of issue shall provide). Every such certificate shall be under the Seal.

(B) Where part only of the shares comprised in a share certificate are transferred the old certificate shall be cancelled and a new certificate for the balance of such shares issued in lieu without charge.

(C) Any two or more certificates representing shares of any one class held by any Member may at his request be cancelled and a single new certificate for such shares issued in lieu without charge. But no Member shall be entitled to more than one certificate in respect of any one share held by him.

23. If any such certificate shall be worn out, defaced, destroyed or lost, it may be renewed on such evidence being produced as the Board shall require and, in case of wearing out or defacement, on delivery up of the old certificate, and in case of destruction or loss on execution of such indemnity (if any) as the Board may from time to time require. In the case of destruction or loss the Member to whom such renewed certificate is given shall bear and pay to the Company all such expenses incidental to the investigation by the Company of the evidence of such destruction or loss and to such indemnity as the Board shall think fit.

CALLS ON SHARES

24. The Board, subject to the provisions of these Articles and to any conditions of issue, may from time to time make such calls upon the Members in respect of any moneys unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) as it thinks fit, provided that twenty-one days' notice at least is given of each call specifying the time or times and place of payment, and each Member shall be liable to pay the amount of every call so made upon him to the person and at the time and place appointed by the Board. A call may be made payable by instalments. A call shall be deemed to have been made as soon as the resolution of the Board authorising such call shall have been passed, and an entry in the minute book of a resolution of the Board making the call shall be conclusive evidence of the making of the call. A call may be revoked or postponed as the Board shall determine. The joint holders of a share shall be jointly and severally liable to pay all calls and instalments in respect thereof.

25. If, before or on the day appointed for payment thereof, a call or instalment payable in respect of a share is not paid the person from whom the amount of the call is due shall pay interest on such amount at such rate as the Board shall think fit from the day appointed for payment thereof to the time of actual payment, but the Board shall have power to waive payment of or remit such interest or any part thereof.

26. Any sum which by the terms of issue of a share is made payable upon allotment or at any fixed date whether on account of the amount of the share or by way of premium shall, for all the purposes of these Articles, be deemed to be a call duly made and payable on the date fixed for payment and, in case of non-payment, the provisions of these Articles as to payment of interest and expenses, forfeiture, and the like, and all other relevant provisions of the Statutes or of these Articles shall apply as if such sum were a call duly made and notified as provided by these Articles.

27. The Board may make arrangements upon the issue of shares for a difference between the holders of such shares in the amount of calls to be paid and in the time of payment of such calls.

28. The Board may, if it thinks fit, receive from any Member willing to advance the same all or any part of the moneys uncalled and unpaid upon his shares and any such payment in advance of calls shall extinguish so far as the same shall extend, but subject as in these Articles provided, the liability upon the shares in respect of which it is advanced, and upon all or any of the moneys so

advanced the Board may (until the same would, but for such advance, become presently payable) pay or allow such interest as may be agreed between it and such Member. No sum paid up in advance of calls shall entitle the holder of a share in respect thereof to any portion of a dividend subsequently declared in respect of any period prior to the date upon which such sum would, but for such payment, become presently payable.

29. No Member shall be entitled to receive any dividend or to be present or vote at any meeting or upon a poll, or to exercise any right or privilege as a Member, until he shall have paid all calls for the time being due and payable on every share held by him, whether alone or jointly with any other person, together with interest and expenses in respect of such calls and all other sums (if any) presently payable by him in respect of any shares in the Company held by him.

LIEN ON SHARES

30. The Company shall have a first and paramount lien on all the shares (not fully paid up) registered in the name of any Member, whether solely or jointly with others, for all moneys due to the Company from him or his estate, whether solely or jointly with any other person, whether a Member or not, and whether such moneys are presently payable or not; and no equitable interest in any share shall be created except upon the footing and condition that the Company's lien is to have full effect. The Company's lien on a share shall extend to all dividends or other moneys payable thereon. But the Board may at any time declare any share to be exempt, wholly or partially, from the provisions of this Article.

31. For the purpose of enforcing such lien the Board may sell all or any of the shares subject thereto at such time or times and in such manner as it thinks fit, but no sale shall be made until such time as the moneys in respect of which such lien exists or some part thereof are or is presently payable, and until a notice in writing, stating the amount due and demanding payment thereof and giving notice of intention to sell in default, shall have been served in such manner as the Board shall think fit on such Member or the person entitled by transmission to the shares, and default in payment shall have been made by him or them for fourteen days after such notice.

32. The net proceeds of any such sale shall be applied in or towards satisfaction of the amount due to the Company including any expenses incurred in connection therewith, and the balance shall be paid to the Member or the person entitled by transmission to the

shares; provided always that the Company shall be entitled to a lien upon such balance in respect of any moneys due to the Company but not presently payable like to that which it had upon the shares immediately before the sale thereof.

33. For giving effect to any such sale as aforesaid, the Board may authorise some person to transfer to the purchaser the shares sold and may enter the purchaser's name in the Register as holder of the shares, and the purchaser shall not be bound to see to the regularity or validity of, or be affected by any irregularity or invalidity in, the proceedings or be bound to see to the application of the purchase money, and after his name has been entered in the Register the validity of the sale shall not be impeached by any person, and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

FORFEITURE OF SHARES

34. If any Member or person entitled by transmission fails to pay the whole or any part of any call or instalment of a call on or before the day appointed for the payment thereof, the Board may at any time thereafter during such time as the call or instalment, or any part thereof, remains unpaid, serve a notice on the Member or the person entitled to the share by transmission as the case may be requiring him to pay such call or instalment, or such part thereof as remains unpaid, together with any accrued interest and any expenses incurred by the Company by reason of such non-payment.

35. The notice shall name a further day (not earlier than the expiration of fourteen days from the date of service of the notice) on or before which such call, or such part thereof as aforesaid, and all such interest and expenses as aforesaid, are to be paid. It shall also name the place where payment is to be made, and shall state that in the event of non-payment at or before the time and at the place appointed, the shares in respect of which such call was made will be liable to be forfeited.

36. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which such notice has been given may at any time thereafter, before payment of all calls, interest and expenses due in respect thereof has been made, be forfeited by a resolution of the Board to that effect.

37. A forfeiture of shares shall include all dividends declared in respect of the forfeited share and not actually paid before the forfeiture. The Board may accept a surrender of any share liable to be forfeited hereunder.

38. When any share has been forfeited in accordance with these Articles, notice of the forfeiture shall forthwith be given to the Member or the person entitled to the share by transmission, as the case may be, and an entry of such notice having been given, and of the forfeiture with the date thereof, shall forthwith be made in the Register opposite to the entry of the share; but no forfeiture shall be in any manner invalidated by an omission or neglect to give such notice or to make such entry as aforesaid.

39. Notwithstanding any such forfeiture or surrender as aforesaid, the Board may at any time before the forfeited or surrendered share has been otherwise disposed of annul the forfeiture or surrender upon such terms as it thinks fit.

40. Every share which shall be forfeited or surrendered shall become the property of the Company and may be sold, reallotted, or otherwise disposed of, either to the person who was before forfeiture or surrender the holder thereof or entitled thereto, or to any other person, upon such terms and in such manner as the Board may think fit, and whether with or without all or any part of the amount previously paid on the share being credited as paid. The Board may, if necessary, authorise some person to transfer a forfeited or surrendered share to any such other person as aforesaid.

41. A person whose share has been forfeited or surrendered shall cease to be a Member in respect of such share but shall, notwithstanding, be liable to pay to the Company all calls made and not paid on such share at the time of forfeiture or surrender with interest thereon from the day appointed for payment to the date of actual payment at such rate as the Board shall think fit, in the same manner in all respects as if the share had not been forfeited or surrendered and to satisfy all the claims and demands which the Company might have enforced in respect of the share at the time of forfeiture or surrender without any deduction or allowance for the value of the share at the time of forfeiture or surrender.

42. A statutory declaration in writing that the declarant is a Director or the Secretary, and that a share has been duly forfeited or surrendered or sold to satisfy a lien of the Company on a date stated in the declaration in pursuance of these Articles, shall be, as against all persons claiming to be entitled to the share, conclusive evidence of the facts therein stated, and such declaration, together with a certificate of proprietorship of the share under the Seal delivered to a purchaser or allottee thereof, shall (subject to the execution of any necessary transfer) constitute a good title to the share, and the new holder of the share shall be discharged from all

calls made prior to such purchase or allotment, and shall not be bound to see to the application of the purchase money, nor shall his title to the share be affected by any omission, irregularity or invalidity in or relating to or connected with the proceedings in reference to the forfeiture, surrender, sale reallotment or disposal of the share.

TRANSFER OF SHARES AND REGISTRATION

43. Subject to the restrictions of these Articles, any Member may transfer all or any of his shares by instrument of transfer but every transfer must be in writing in the usual common form or in such other form as the Board may approve and must be lodged at the Registrars' Office, accompanied by the certificate for the shares to be transferred and such other evidence as the Board may require to prove the title of the intending transferor.

44. The instrument of transfer of a share shall be signed or executed 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 in respect thereof provided that in the case of partly paid shares the instrument of transfer shall also be signed or executed by or on behalf of the transferee.

45. The Board may, in its discretion, and without assigning any reason therefor, refuse to register the transfer of any share not fully paid up to any person whom it shall not approve as transferee. The Board may also refuse to register any transfer of a share on which the Company has a lien.

46. No transfer of any share shall be made to an infant, bankrupt, or person of unsound mind.

47. If the Board refuses to register a transfer of any shares, it shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal, as required by Section 78 of the Act.

48. No payment shall be required by the Company for registration of a transfer, probate, letters of administration, certificate of marriage or death, stop notice, power of attorney, or other document relating to or affecting the title to any share or for making any entry in the Register affecting the title to any share.

49. Subject to the provisions of Section 115 of the Act, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine, provided that such registration shall not be suspended for more than thirty days in any year.

50. All instruments of transfer which shall be registered may be retained by the Company, but any instrument of transfer which the Board refuses to register shall (except in any case of fraud) be returned to the person depositing the same. The Company shall be entitled to destroy all instruments of transfer of shares which have been registered at any time after the expiration of seven years from the date of registration thereof and all registered share certificates and dividend mandates which have been cancelled or have ceased to have effect at any time after the expiration of three years from the date of such cancellation or cessation and all notifications of change of name or address after the expiration of two years from the date of the recording thereof and it shall conclusively be presumed in favour of the Company that every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered and every share certificate so destroyed was a valid and effective document duly and properly cancelled and every other document hereinbefore mentioned so destroyed was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company. Provided always that:—

(i) The provisions aforesaid shall apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties thereto) to which the document might be relevant;

(ii) Nothing herein contained shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any case where the conditions of proviso (i) above are not fulfilled;

(iii) References herein to the destruction of any document include references to the disposal thereof in any manner.

51. Nothing in these Articles shall preclude the Board from recognising a renunciation of the allotment of any share by the allottee in favour of some other person.

TRANSMISSION OF SHARES

52. In the case of the death of a Member, the survivors or survivor, where the deceased was a joint holder, or the legal personal representatives of the deceased where he was a sole or only surviving holder, shall be the only persons recognised by the Company as having any title to his shares, but nothing herein contained shall release the estate of a deceased holder (whether sole or joint) from any liability in respect of any share solely or jointly held by him.

53. Any person becoming entitled to a registered share in consequence of the death or bankruptcy of a Member, upon producing such evidence of title as the Board shall require, and subject as hereinafter provided, may elect either to be registered himself as holder of the share or to have some person nominated by him registered as the holder thereof.

54. If the person so becoming entitled shall elect to be registered himself, he shall deliver or send to the Company a notice in writing signed by him and stating that he so elects. If he shall elect to have another person registered, he shall testify his election by executing to that person a transfer of the share. All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfer of shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the Member had not occurred and the notice or transfer were a transfer signed by that Member.

55. A person entitled to a share by transmission shall be entitled to receive and give a discharge for any dividends or other moneys payable in respect of the share, but he shall not, except with the authority of the Board, be entitled in respect of it to receive notices of or to attend or vote at meetings of the Company, or (save as aforesaid) to exercise any of the rights or privileges of a Member unless and until he shall become registered as a Member in respect of the share; provided always that the Company may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days the Company may thereafter withhold payment of all dividends or other moneys payable in respect of the share until the requirements of the notice have been complied with.

GENERAL MEETINGS

56. An Annual General Meeting of the Company shall be held in each year in addition to any other Meetings which may be

held in that year, and such meeting shall be specified as the Annual General Meeting in the Notices calling it. Not more than fifteen months shall elapse between the date of one Annual General Meeting and the date of the next. The Annual General Meeting shall be held at such time and place as the Board shall appoint.

57. All General Meetings of the Company other than Annual General Meetings shall be called Extraordinary General Meetings.

58. The Board may call an Extraordinary General Meeting whenever it thinks fit. Extraordinary General Meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided by the Statutes.

59. Twenty-one clear days' notice at least of every Annual General Meeting and of every Extraordinary General Meeting at which it is proposed to pass a Special Resolution and fourteen clear days' notice at least of every other Extraordinary General Meeting shall be given in manner hereinafter mentioned to such Members as are under the provisions of these Articles entitled to receive such notices from the Company and to the Auditors of the Company. Every notice of meeting shall be in writing and shall specify the place, day and hour of meeting and, in case of special business, the general nature of such business and shall also state with reasonable prominence that a Member entitled to attend and vote at the meeting is entitled to appoint one or more proxies to attend and vote instead of him and that a proxy need not be a Member. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given. In the case of a meeting convened for passing a Special or Extraordinary Resolution the notice shall specify the intention to propose the Resolution as a Special or Extraordinary Resolution as the case may be.

60. A Meeting of the Company shall notwithstanding that it is called by shorter notice than that specified in the last preceding Article be deemed to have been duly called if it is so agreed by such Members as are prescribed in that behalf by the Statutes.

61. The Company shall comply with the provisions of the Statutes as to giving notice of resolutions and circulating statements on the requisition of Members.

62. The accidental or inadvertent omission to give notice of any Meeting of the Company to, or the non-receipt of notice of any such Meeting by, any person entitled to receive notice shall not invalidate any resolution of or proceeding at that Meeting.

PROCEEDINGS AT GENERAL MEETINGS

63. All business shall be deemed special that is transacted at an Extraordinary General Meeting. All business that is transacted at an Annual General Meeting shall also be deemed special, with the exception of the declaration of a dividend, the consideration of the accounts and balance sheets and the reports of the Directors and Auditors and any other documents annexed to the balance sheet, the election of Directors in the place of those retiring and the appointment and the fixing of the remuneration of the Auditors.

64. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. For all purposes the quorum shall be not less than three Members present in person and entitled to attend and vote at the Meeting.

65. The Chairman of the Board shall preside at every General Meeting, but if there be no such Chairman, or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to preside, a Deputy Chairman of the Board shall preside, or if there be no such Deputy Chairman, or if he be not present within such period, or shall be unwilling to preside, the Directors present shall choose some Director, or if no Director be present, or if all the Directors present decline to take the chair, the Members present shall choose one of themselves to be Chairman of the meeting.

66. If within thirty minutes from the time appointed for the holding of a General Meeting a quorum is not present, the meeting, if convened on the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to such time and place as the Chairman of the Meeting shall decide and if at such adjourned meeting a quorum is not present within thirty minutes from the time appointed for holding the meeting, the persons present shall be a quorum.

67. The Chairman may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn any meeting from time to time and from place to place, as the meeting shall determine. Whenever a meeting is adjourned for twenty-eight days or more notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, no Member shall be entitled to any notice of an adjournment or of the business to be transacted at an adjourned meeting. No business shall be transacted at any adjourned meeting other

than the business which might have been transacted at the meeting from which the adjournment took place.

68. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless before or upon the declaration of the result of the show of hands a poll be demanded by the Chairman or (subject to the provisions of the Statutes) in writing by not less than three Members present in person or by proxy and entitled to vote or by any Member or Members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting or by a Member or Members holding shares in the Company conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right. Unless a poll be so demanded and the demand be not withdrawn a declaration by the Chairman of the Meeting that a resolution has on a show of hands been carried, or carried unanimously or by a particular majority, or lost, or not carried by a particular majority, shall be conclusive, and an entry to that effect in the minute book of the Company shall be conclusive evidence thereof, without proof of the number or proportion of the votes recorded in favour of or against such resolution. The demand for a poll may be withdrawn.

69. If a poll be demanded in manner aforesaid and the demand be not withdrawn, it shall be taken at such time (not being more than thirty days from the date of the meeting) and place and in such manner as the Chairman shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

70. No poll shall be demanded on the election of a Chairman of a meeting or on any question of adjournment.

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

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

73. Every resolution of a General Meeting for the appointment or election of a Director shall relate to one named person and a single resolution for the appointment or election of two or more persons as Directors shall be void.

VOTES OF MEMBERS

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

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

76. If two or more persons are jointly entitled to a share, then, in voting upon any question, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other registered holders of the share, and for this purpose seniority shall be determined by the order in which the names stand in the Register.

77. Save as herein expressly provided, no person other than a Member duly registered, and who shall have paid all moneys for the time being due from him and payable to the Company in respect of his shares, shall be entitled to be present at or to vote on any question either personally or by proxy or to be reckoned in a quorum at any General Meeting.

78. Votes may be given either personally or by proxy. On a show of hands a Member (other than a corporation) present only by proxy shall have no vote, but a proxy for or representative of a corporation may vote on a show of hands. A proxy need not be a Member and a Member may appoint one or more than one person to act as his proxy.

79. If a Member appoints more than one person to act as his proxy the instrument appointing each such proxy shall specify the shares held by the Member in respect of which each such proxy is to vote and no Member may appoint more than one proxy to vote in respect of any one share held by that Member.

80. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the meeting, whose decision shall be final and conclusive.

81. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing, or if such appointor is a corporation either under its common seal or under the hand of some officer or attorney duly authorised in that behalf. An instrument appointing a proxy need not be witnessed.

82. A vote given in accordance with the terms of an instrument appointing a proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or transfer of the share in respect of which it is given, unless previous intimation in writing of the death, insanity, revocation or transfer shall have been received by the Registrars at least three hours before the time fixed for holding the meeting or adjourned meeting or the time fixed for the taking of the poll at which the vote is cast, as the case may be.

83. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll and to vote at such poll.

84. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed, or a notarially certified copy thereof, shall be deposited at the Registrars' Office or at such other place within the United Kingdom as is specified for that purpose in the notice convening the meeting at least forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in such instrument proposes to vote or, in the case of a poll, not less than twenty-four hours before the time appointed for the taking of the poll, otherwise the person so named shall not be entitled to vote in respect thereof.

85. Any instrument appointing a proxy shall be in the following form, or as near thereto as circumstances will admit:—

"EAGLE STAR INSURANCE COMPANY LIMITED

I/We
of ,
(a) Member(s) of EAGLE STAR INSURANCE COMPANY LIMITED, hereby appoint ,
of
and failing him, ,
of ,
as my/our proxy to vote for me/us and on my/our behalf for/against* the resolutions to be proposed at the (Annual *or* Extraordinary *or* Adjourned, *as the case may be*) General Meeting of the Company, to be held on the day of , 19 , and at every adjournment thereof.

Signed this day of , 19 .

*Strike out whichever is not desired. Unless otherwise instructed the proxy will vote or abstain as he thinks fit."

r in such other form as the Board may from time to time approve.

CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS

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

DIRECTORS

87. Until otherwise determined by a General Meeting, the number of Directors shall not be less than five and there shall be no maximum number.

88. The Board may from time to time and at any time appoint any person to be a Director either to fill a casual vacancy or by way of addition to the Board. A Director so appointed shall hold office only until the Annual General Meeting following next after his appointment, when he shall retire but shall be eligible for

re-election; a Director so retiring shall not be taken into account in determining the number of Directors to retire by rotation at such meeting.

89. The continuing Directors at any time may act, notwithstanding any vacancy in their body; provided always that in case the Directors shall at any time be reduced in number to less than the minimum number fixed by or in accordance with these Articles, it shall be lawful for them to act as Directors for the purpose of filling up vacancies in their body or of summoning a General Meeting of the Company, but not for any other purpose.

90. No share qualification is required for Directors. All Directors shall be entitled to receive notice of and to attend and speak at any General Meeting of the Company and at any separate Meeting of the holders of any class of shares in the Company.

91. A Director may hold any other office or place of profit under the Company (except that of Auditor) in conjunction with his office of Director and on such terms as to remuneration and otherwise as the Board shall arrange. Any Director may act by himself or his firm in a professional capacity for the Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director, provided that nothing herein contained shall authorise a Director or his firm to act as Auditor or Auditors to the Company.

92. (A) No Director or intending Director shall be disqualified by his office from contracting with the Company either as vendor, purchaser or otherwise nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested, be liable to be avoided nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relation thereby established, but the nature of his interest shall be declared by him at the meeting of the Board at which the question of entering into the contract or arrangement is first taken into consideration or, if the Director was not at the date of that meeting interested in the proposed contract or arrangement, at the next meeting of the Board held after he became so interested and, in a case where the Director becomes interested in a contract or arrangement after it is made, such declaration shall be made at the first meeting of the Board held after he becomes so interested.

(B) A general notice to the Board by a Director that he is a member of any specified firm or company and is to be regarded

as interested in any contract or transaction which may, after the date of the notice, be made with such firm or company shall be a sufficient declaration of interest in relation to such contract or transaction under this Article and, after such general notice, it shall not be necessary to give any special notice relating to any particular contract or transaction with such firm or company, provided that any such general notice shall be of no effect unless either it is given at a meeting of the Board or the Director giving the notice takes reasonable steps to secure that it is brought up and read at the next meeting of the Board after it is given.

(C) Although a Director shall be counted in the quorum present at any meeting at which a vote is taken in respect of any contract or arrangement in which that Director is so interested, he shall not vote in respect of any such contract or arrangement and, is he shall do so his vote shall not be counted, but this prohibition shall not apply:—

(i) to any arrangement for giving any such Director any security or indemnity in respect of money lent by him to or obligations undertaken by him for the benefit of the Company; nor

(ii) to any contract or arrangement with any other company in which he is interested only as an officer of the company or as holder of shares or other securities, provided that he is not the holder of or beneficially interested in 1 per cent. or more of any class of the equity share capital of such company (or of any third company through which his interest is derived) or of the voting rights available to members of the relevant company; nor

(iii) to any matter connected with the Executive Share Incentive Scheme (other than his own participation therein) which was approved by the Company at an Extraordinary General Meeting held on 28th July, 1971 and a copy whereof appears in the Appendix to these Articles.

This prohibition may at any time be suspended or relaxed by the Company in General Meeting to any extent and either generally or in respect of any particular contract, arrangement or transaction, and any particular contract, arrangement or transaction in contravention of the prohibition may be ratified by the Company in General Meeting.

93. A Director may hold office as a Director, manager or other officer of or be otherwise interested in any other company of which the Company is a Member or in which the Company is otherwise interested and shall not unless otherwise agreed be liable to account to the Company for any remuneration or other benefits receivable by him from such other company.

94. Subject to the provisions of these Articles the Company may from time to time in General Meeting appoint new Directors and reduce the number of Directors and may also determine in what rotation the reduced number is to go out of office.

95. Without prejudice to the power of the Company under Section 184 of the Act to remove a Director before the expiration of his period of office by Ordinary Resolution, the Company may by Extraordinary Resolution remove any Director before the expiration of his period of office, and may by Ordinary Resolution appoint another Director in his stead. A person appointed in place of a Director so removed shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director. In default of such appointment the vacancy arising upon the removal of a Director from office may be filled by the Board as a casual vacancy.

EXECUTIVE DIRECTORS

96. (A) The Board may from time to time appoint one or more of their body to be an Executive Director under such title and on such terms as to remuneration and otherwise and for such period as they may determine, and a person so appointed is in these Articles referred to as an "Executive Director".

(B) The appointment of any Director to be an Executive Director shall be subject to termination if he cease from any cause to be a Director, unless the contract or resolution under which he holds office shall expressly state otherwise, but without prejudice to any claim he may have for damages for breach of any contract of service between him and the Company.

97. The Board may entrust to and confer upon any Executive Director any of the powers exercisable by them as Directors upon such terms and conditions and with such restrictions as they think fit, and either collaterally with or to the exclusion of their own powers, and may from time to time revoke, withdraw, alter, or vary all or any of such powers.

98. The Board may in any contract of service provide and may from time to time resolve that the Director appointed an

Executive Director by such contract or, as the case may be, that such of the Executive Directors as the Board shall specify in such resolution shall be exempted from retirement by rotation, and any such resolution shall be effective and may at any time be revoked by the Board with respect to any such Director.

POWERS OF BORROWING AND MORTGAGING

99. (A) Subject as hereinafter provided the Board may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property, assets and uncalled capital, and to issue debentures, bonds, loan notes and any other securities whatsoever, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party or for such other purposes and upon such terms as to time of repayment, rate of interest, price of issue or sale, payment of premium or bonus upon redemption or repayment or otherwise as the Board may think proper including a right for the holders of bonds, loan notes, debentures or other securities to exchange the same for shares in the Company of any class authorised to be issued.

(B) The Board shall restrict the borrowings of the Company and exercise all voting and other rights or powers of control exercisable by the Company in relation to its subsidiary companies (if any) so as to secure (as regards subsidiary companies so far as by such exercise they can secure) that the aggregate amount for the time being undischarged of all moneys borrowed by the Group (exclusive of inter-group borrowings) shall not without the previous sanction of an Ordinary Resolution of the Company exceed an amount equal to one and a quarter times the aggregate of:—

(a) the authorised share capital of the Company; and

(b) the amounts standing to the credit of the reserves of the Group including share premium account, capital redemption reserve fund and Profit and Loss Account (but deducting therefrom the amount, if any, standing to the debit of the Profit and Loss Account) all as shown in a consolidation of the then latest audited balance sheets of the Group, but

(i) adjusted in respect of any variations in the issued and paid up share capital, share premium account or capital redemption reserve fund effected or any distributions made (otherwise than within the Group) since the date of such balance sheets except in so far as provided for therein; and

(ii) excluding therefrom any amounts set aside for taxation and, to the extent included, any amounts attributable to outside shareholdings in subsidiaries;

Provided always that no such consent or sanction shall be required to the borrowings of any moneys intended to be applied and actually applied within six months in the repayment (with or without premium) of any moneys previously borrowed and then outstanding, notwithstanding that the same may result in the said limit being exceeded during such period.

For the purpose of this Article:—

(1) "The Group" shall mean the Company and all its subsidiaries for the time being;

(2) share capital allotted shall be treated as issued and any share capital already called up or payable at any future date within the following twelve months shall be treated as already paid up and if the Company proposes to issue any shares for cash and the issue of such shares has been underwritten then such shares shall be deemed to have been issued and the subscription moneys (including any premium) payable in respect thereof within the following twelve months shall be deemed to have been paid up;

(3) any company which it is proposed shall become a subsidiary contemporaneously with any relevant transaction shall be treated as if it had already become a subsidiary;

(4) the following shall (unless otherwise taken into account) be deemed to be included in moneys borrowed (a) loan capital or debentures notwithstanding that the same may be issued in whole or in part for a consideration other than cash, (b) amounts outstanding under acceptance credits (other than in respect of the purchase of goods in ordinary course of trading), (c) the nominal amount of any share capital issued and the principal amount of any moneys borrowed the redemption or repayment whereof is guaranteed by the Company or by any subsidiary except in so far as such share capital is for the time being held by or such moneys are for

the time being owing to and the beneficial interest in which is vested within the Group; and

(5) any fixed premium payable on final redemption or repayment of any debentures or other borrowed moneys or share capital shall be taken into account as an addition to the principal or nominal amount thereof.

(C) No person dealing with the Company or any of its subsidiaries shall by reason of the foregoing provision be concerned to see or inquire whether the said limit is observed and no debt incurred or security given in excess of such limit shall be invalid or ineffectual unless the lender or the recipient of the security had at the time when the debt was incurred or the security given express notice that the said limit had been or would thereby be exceeded.

POWERS AND DUTIES OF THE BOARD

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

101. The business of the Company shall be managed by the Board, which may exercise all such powers of the Company, and do on behalf of the Company all such acts as may be exercised and done by the Company, and as are not by the Statutes or by these Articles required to be exercised or done by the Company in General Meeting, subject nevertheless to any regulations of these Articles, to the provisions of the Statutes, and to such regulations being not inconsistent with the aforesaid regulations or provisions as may be prescribed by the Company in General Meeting, but no regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.

102. The Board may establish any local boards or agencies for managing any of the affairs of the Company, either in the United Kingdom or elsewhere, and may appoint any persons to be members of such local boards, or any managers or agents, and may fix their remuneration, and may delegate to any local board, manager or agent any of the powers, authorities and discretions vested in the Board (other than the power to make calls), with power to sub-delegate and may authorise the members of any local board, or any

of them, to fill any vacancies therein, and to act notwithstanding vacancies, and any such appointment or delegation may be made upon such terms and subject to such conditions as the Board may think fit, and the Board may remove any person so appointed, and may annul or vary any such delegation, but no person dealing in good faith and without notice of any such annulment or variation shall be affected thereby.

103. The Board may from time to time and at any time by power of attorney under the Seal appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Board, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under these Articles) and for such period and subject to such conditions as it may think fit, and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Board may think fit, and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in him.

104. The Company or the Board on behalf of the Company may exercise all the powers of Section 35 of the Act, relating to the official seals for use abroad, and any such seal shall be affixed by the authority and in the presence of, and the instrument sealed therewith shall be signed by, such persons as the Board shall from time to time by writing under the Seal appoint.

105. The Company may also exercise the powers of Sections 119 to 122 inclusive of the Act with reference to the keeping of Dominion Registers, and the Board may (subject to the provisions of those Sections) make and vary such regulations as it may think fit for the keeping of any such register.

106. (A) The Board may grant such pensions, allowances, gratuities or other benefits to any persons or to their wives, children or relatives or to the widows or dependants of any deceased persons in respect of services rendered by such persons or deceased persons to the Company or any subsidiary company as Directors or managers or in any other offices or employment under the Company or any such subsidiary as they may from time to time consider expedient in the interest of the Company or any such subsidiary. Any such pensions or allowances may be of such amounts and be granted for such periods as the Board considers advisable, either for a life or lives or for a definite period or for a period terminable on the happening of any contingency or event, and generally on such terms and conditions as the Board may think fit, and a pension may be granted to any officer or employee either

before or in anticipation of or upon or at any time after actual retirement, and the right of the grantee to receive a pension or benefit so granted shall not be affected by his being appointed or continuing in office as a Director and receiving remuneration as such.

(B) The Board may provide out of the Company's moneys and vest in trustees upon trusts appropriate for the purpose, funds for providing for the payment of any pensions, allowances, gratuities or other benefits granted as aforesaid, and may also establish and contribute out of the Company's moneys to any schemes or funds under which officers and employees of the Company (including Directors holding other offices or employment), their wives, children, relatives, widows or dependants, will or may become entitled to receive pensions, allowances, life assurances and other benefits on retirement or death after a certain length of service.

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

PROCEEDINGS OF THE BOARD

108. The Board may meet for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit, and determine the quorum necessary for the transaction of business. Unless otherwise determined by the Board three shall be a quorum. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes the chairman shall have a second or casting vote.

109. The Board may from time to time elect from its members including any Executive Directors a Chairman and one or more Deputy Chairmen and determine the period for which each of them is to hold office respectively. The Chairman, or in his absence, any Deputy Chairman shall preside at its meetings but if no such Chairman or Deputy Chairman be elected or if at any meeting the Chairman or any Deputy Chairman be not present within five minutes after the time appointed for holding the same, the Board shall choose one of its number to be chairman of such meeting.

110. The Chairman may, and on the request of a Director the Secretary shall, at any time summon a meeting of the Board. It shall not be necessary to give notice of a meeting of the Board to any Director for the time being absent from the United Kingdom.

111. The Board may delegate any of its powers, including authority to affix the Seal to any document, to Committees consisting of such members (not being less than two in number excluding *ex officio* members) of its body as it thinks fit. Any Committee so formed shall in the exercise of the powers so delegated conform to any regulations that may from time to time be imposed upon it by the Board. Questions arising at any meeting of a Committee shall be decided by a majority of votes. In the case of an equality of votes the chairman shall have a second or casting vote. The Chairman of the Board shall be an *ex officio* member of all Committees appointed by the Board.

112. All acts *bona fide* done by any meeting of the Board or of a Committee of the Board, or by any person acting as a Director, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment of any Director or person acting as aforesaid or that they or any of them were disqualified or had ceased to be Directors or a Director, be as valid as if every such person had been duly appointed and was qualified to be and had continued to be a Director.

113. The Board shall cause proper minutes to be made of all General Meetings of the Company and also of all appointments of officers and of the proceedings of all meetings of the Board and Committees of the Board, and of all business transacted at such meetings and a record of the attendances thereat. Any such minutes of any meeting, if purporting to be signed by the chairman of such meeting, or by the chairman of the next succeeding meeting of the Company or of the Board or Committee, shall be conclusive evidence without any further proof of the facts therein stated.

114. A resolution in writing signed by all the Directors for the time being entitled to receive notice of a meeting of the Board or (in the case of a Committee of the Board) all the members of such Committee shall be as effective for all purposes as a resolution passed at a meeting of the Board or of such Committee duly convened and held and may consist of several documents in the like form each signed by one or more of the Directors or the members of such Committee.

REMUNERATION OF DIRECTORS

115. Each Director shall be entitled to the yearly sum of £3,000 by way of remuneration for his services. The Chairman and each Deputy Chairman shall in addition but subject to the provisions of any contract of service between them and the Company

be entitled to such yearly sum (if any) as may be fixed by the Directors not exceeding £1,000 each. All remuneration payable to Directors shall be deemed to accrue from day to day and shall be apportionable accordingly.

116. The Directors shall also be entitled to be repaid all travelling, hotel and other expenses properly and reasonably incurred by them respectively in and about the business of the Company, including their expenses of travelling to and from Board or Committee or General Meetings.

117. The Board may grant special remuneration to any member thereof who shall be appointed to serve on any Committee of the Board or who, at the request of the Board, shall render any special or extra services to the Company, or go or reside abroad in connection with the conduct of any of the affairs of the Company. Such special remuneration may be made payable to such Director in addition to or in substitution for his ordinary remuneration as a Director, and may be payable by way of a lump sum or otherwise as the Board shall determine.

ROTATION AND RETIREMENT OF DIRECTORS

118. At the Annual General Meeting in every year one-fifth of the Directors for the time being (or if their number is not a multiple of five then the number nearest to but not exceeding one-fifth) shall retire from office, provided that an Executive Director for the time being exempted from retirement by rotation under Article 98 hereof shall not be subject to retirement by rotation or be taken into account in determining the rotation of Directors for retirement in any year.

119. The Directors to retire at the Annual General Meeting in every year shall be the Directors who have been longest in office since their last election. As between Directors of equal seniority, the Directors to retire shall in the absence of agreement be selected from among them by lot. A retiring Director shall be eligible for re-election and shall act as a Director throughout the meeting at which he retires.

120. (A) No Director shall be required to vacate his office under an age limit prior to his having attained the age of 75 years and any Director retiring from office under the provisions of these Articles shall be capable of being re-appointed as a Director at any time prior to his having attained the age of 75 years. No special notice shall be required of any resolution re-appointing a Director

prior to his having attained the age of 75 years nor shall it be necessary to give to the Members notice of the age of any Director under the age of 75 years proposed to be re-appointed as a Director.

(B) A Director shall vacate his office at the conclusion of the Annual General Meeting of the Company next after he attains the age of 75 years. Any Director so vacating office may, by Ordinary Resolution of the Company, be re-appointed a Director for such period and on such terms as the Company shall by such resolution determine and upon such re-appointment he shall be deemed, for the purpose of ascertaining his retirement by rotation, to be a Director newly appointed at the time of the passing of such resolution unless such resolution shall otherwise provide. Special notice of such resolution shall be given and the notice thereof given to Members shall state the age of the Director proposed to be re-appointed. If a Director who has been re-appointed as aforesaid subsequently retires from office, the foregoing provisions of this paragraph relating to his re-appointment shall apply in like manner to any further re-appointment.

(C) Any acts done by a person as a Director shall be valid notwithstanding that it is afterwards discovered that his appointment had terminated by virtue of his having attained any specified age.

121. Subject to any Resolution for reducing the number of Directors, the Company may at the meeting at which a Director retires in manner aforesaid, fill the vacated office by electing a person thereto.

122. No person other than a Director retiring at the meeting shall, unless recommended by the Board for election, be eligible for election to the office of Director at any General Meeting unless, within the prescribed time before the day appointed for the meeting, there shall have been given to the Secretary notice in writing by some Member other than the person to be proposed duly qualified to be present and vote at the meeting for which such notice is given of his intention to propose such person for election, and also notice in writing, signed by the person to be proposed, of his willingness to be elected. The prescribed time above mentioned shall be such that, between the date when the notice is served or deemed to be served, and the day appointed for the meeting there shall be not less than six nor more than twenty-one clear intervening days.

123. If, at any meeting at which an election of Directors ought to take place, the place of any retiring Director is not filled up, such retiring Director shall, if willing to act, be deemed to have

been re-elected, unless at such meeting it shall be determined to reduce the number of Directors or a resolution for the re-election of such retiring Director shall have been put to the meeting and not carried.

DISQUALIFICATION OF DIRECTORS

124. The office of a Director shall be vacated:—

(A) If he becomes bankrupt or makes any arrangement or composition with his creditors.

(B) If he becomes of unsound mind or physically or mentally incapable of performing the functions of a Director and the Board shall resolve that he is so disqualified.

(C) If he absents himself from the meetings of the Board during a continuous period of six months without special leave of absence from the Board, and the Board shall resolve that he is so disqualified.

(D) If he is prohibited from being a Director by reason of any provision of the Statutes.

(E) If, subject to the terms of any contract between him and the Company, by notice in writing to the Company he resigns his office.

(F) If without the sanction of the Board he is or becomes a Director, Auditor or other officer of or in any other Company carrying on all or any of the branches of the business for the time being carried on by the Company.

(G) If, in writing by all the other Directors, he is requested to resign.

THE SEAL

125. (A) The Board shall provide for the safe custody of the Seal, which shall be used and affixed in accordance with regulations made by the Board.

(B) All policies, contracts of assurance, bonds, guarantees, indemnities, consents and undertakings may be in such form and contain such powers, provisos, conditions, covenants, clauses and agreements as the Board shall think fit, and it shall not be necessary for the same or any of them to be sealed with the Seal but the same and any other deeds and documents, which

the Board resolve shall not be sealed, shall be signed by the Secretary or such other person or persons and in such manner as the Board may from time to time determine.

SECRETARY

126. The Board shall from time to time appoint and may remove a Secretary or Joint Secretaries and may appoint and remove one or more Deputy or Assistant Secretaries.

127. A provision of the Statutes or these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary, but any such provision requiring or authorising a thing to be done by or to the Secretary shall be satisfied by its being done by or to any one Joint or Deputy or Assistant Secretary.

DIVIDENDS AND RESERVE

128. Subject to any preferential or other special rights for the time being attached to any special class of shares, the profits of the Company which shall from time to time be determined to be distributed by way of dividend shall be applied in payment of dividends upon the shares of the Company.

129. All dividends shall be apportioned and paid proportionately to the amounts paid on the shares otherwise than in advance of calls during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date or shall not rank for dividend while partly paid such shares shall rank or not rank accordingly.

130. The Company in General Meeting may from time to time declare dividends, but no such dividend shall (except as by the Statutes expressly authorised) be payable otherwise than out of the profits of the Company. No higher dividend shall be paid than is recommended by the Board, and the declaration of the Board as to the amount of the profits at any time available for dividend shall be conclusive. The Board may if it thinks fit and if in its opinion the position of the Company justifies such payment, from time to time declare and pay an interim dividend or pay any preferential dividends which are payable on fixed dates.

131. With the sanction of a General Meeting, dividends may be paid wholly or in part in specie and may be satisfied in whole or in part by the distribution amongst Members, in accordance with their rights, of fully-paid shares, debentures or other securities of the Company or of any other company, or of any other property suitable for distribution as aforesaid. The Board shall have full liberty to make all such valuations, adjustments and arrangements and to issue all such certificates or documents of title as may in its opinion be necessary or expedient with a view to facilitating the equitable distribution amongst the Members of any dividends or portions of dividends to be satisfied as aforesaid or to giving them the benefit of their proper shares and interests in the property and no valuation, adjustment or arrangement so made shall be questioned by any Member.

132. Any dividend, instalment of dividend or interest or other moneys payable in cash in respect of any share may be paid by cheque or warrant payable to the order of the Member or person entitled thereto, or (in the case of joint holders) of that Member or person whose name stands first on the Register in respect of the joint holding. Every such cheque or warrant shall (unless otherwise directed) be sent by post to the last registered address of the Member or person entitled thereto, and the receipt of the person whose name appears on the Register as the owner of any share, or, in the case of joint holders, of any one of such holders, or of his or their agent duly appointed in writing, shall be a good discharge to the Company for the same. Every such cheque or warrant shall be sent at the risk of the person entitled to the money represented thereby. No unpaid dividend or interest as aforesaid shall bear interest against the Company.

133. The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks proper as a reserve fund or reserve funds which shall at the discretion of the Board be applicable for meeting contingencies or for repairing or maintaining any works connected with the business of the Company, or for any other purposes for which the profits of the Company may lawfully be applied, or shall, with the sanction of the Company in General Meeting, be as to the whole or in part applicable for equalising dividends, or for distribution by way of special dividend, and pending such application the Board may apply the sums from time to time so set apart as aforesaid in the business of the Company or invest the same in such securities, other than the shares of the Company, as it may select. The Board may also from time to time carry forward such sums as it may deem expedient in the interests of the Company not to divide.

134. The Board may deduct from any dividend or other moneys payable in respect of any shares held by a Member, either alone or jointly with any other Member, all such sums of money (if any) as may be due and payable by him either alone or jointly with any other person to the Company on account of calls or otherwise in respect of shares of the Company.

135. Any unclaimed dividend or other moneys payable on or in respect of a share may be invested or otherwise made use of by the Board as they think fit until the same be claimed so that the Company shall not be constituted thereby a trustee in respect thereof and any dividend unclaimed after a period of twelve years from the date of declaration of such dividend may be forfeited and shall thereupon revert to the Company.

CAPITALISATION OF RESERVES AND PROFITS

136. Subject to the provisions of the Act relating to any capital redemption reserve fund or any share premium account the Company in General Meeting may upon the recommendation of the Board at any time and from time to time pass a Resolution that any sum (*a*) for the time being standing to the credit of any reserve fund or reserve account of the Company, including premiums received on the issue of any shares or debentures of the Company, or (*b*) being undivided net profits in the hands of the Company, be capitalised, and that such sum be appropriated as capital to and amongst the Ordinary shareholders in the proportions in which they would have been entitled thereto if the same had been distributed by way of dividend on the Ordinary Shares (treating, for the purposes of this Article only, partly paid Ordinary Shares as if they were fully paid and entitled to rank for all dividends declared or paid in respect of the Ordinary Shares of the Company) and in such manner as the Resolution may direct, and such Resolution shall be effective; and the Board shall in accordance with such Resolution apply such sum in paying up in full any unissued shares or debentures of the Company on behalf of the Ordinary shareholders aforesaid, and appropriate such shares or debentures to, and distribute the same, credited as fully paid up, amongst such shareholders in the proportions aforesaid, in satisfaction of the shares and interests of such shareholders in the said capitalised sum, or shall apply such sum or any part thereof on behalf of the shareholders aforesaid in paying up the whole or part of any uncalled balance which shall for the time being be unpaid in respect of any issued Ordinary Shares held by such shareholders or otherwise deal with such sum as directed by such Resolution.

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Where any difficulty arises in respect of any such distribution the Board may settle the same as it thinks expedient, and in particular it may issue fractional certificates, fix the value for distribution of any fully paid up shares or debentures, make cash payments to any shareholders on the footing of the value so fixed in order to adjust rights, and vest any such shares or debentures in trustees upon such trusts for or for the benefit of the persons entitled to share in the appropriation and distribution as may seem just and expedient to the Board. When deemed requisite a proper contract for the allotment and acceptance of any shares to be distributed as aforesaid shall be delivered to the Registrar of Companies for registration in accordance with Section 52 of the Act, and the Board may appoint any person to sign such contract on behalf of the persons entitled to share in the appropriation and distribution and such appointment shall be effective.

ACCOUNTS AND AUDIT

137. The Board shall cause accounting records to be kept in accordance with the provisions of the Statutes. The accounting records shall be kept at the Office, or subject to the Statutes at such other place or places as the Board shall think fit, and shall at all times be open to inspection by the officers of the Company.

138. The Board shall from time to time determine whether in any particular case or class of cases or generally and to what extent and at what times and places and under what conditions or regulations (subject to the provisions of the Statutes) the accounts and books of the Company, or any of them, shall be open to the inspection of Members, and no Member (not being an officer of the Company) shall have any right of inspection of any account or book or document of the Company, except as conferred by the Statutes or authorised by the Board or by a resolution of the Company in General Meeting.

139. The Board shall from time to time in accordance with the Statutes cause to be prepared and to be laid before the Company in General Meeting such balance sheets, profit and loss accounts, group accounts (if any) and reports as may be necessary.

140. A printed copy of the said balance sheets, accounts and reports shall twenty-one days at least before the date of the meeting be delivered or sent by post to every Member and debenture holder of the Company or in the case of a joint holding to that Member or debenture holder (as the case may be) whose name

stands first in the Register in respect of the joint holding and to the Auditors of the Company and the required number of copies shall at the same time be sent to the Quotations Department of The Stock Exchange. The Auditors' report shall be read at the meeting. No accidental non-compliance with the provisions of this Article shall invalidate the proceedings at the meeting.

141. The provisions of the Statutes as to the appointment, powers and rights, remuneration and duties of the Auditors shall be complied with.

NOTICES

142. A notice or other document may be served by the Company upon any Member either personally or by sending it through the post in a prepaid letter addressed to such Member at his registered address as appearing in the Register.

143. Any such notice or other document if served by post shall be deemed to have been served on the day following that on which the letter containing the same is posted (by whatsoever class of post), and in proving such service it shall be sufficient to prove that the letter containing the notice or document was properly addressed and posted as a prepaid letter or prepaid registered letter as the case may be.

144. All notices directed to be given to the Members shall with respect to any share to which persons are jointly entitled be given to whichever of such persons is named first in the Register, and notice so given shall be sufficient notice to all the holders of such share.

145. Any Member described in the Register by an address not within the United Kingdom who shall from time to time give the Company an address within the United Kingdom at which notices may be served upon him shall be entitled to have notices served upon him at such address, but save as aforesaid no Member other than a registered Member described in the Register by an address within the United Kingdom shall be entitled to receive any notice from the Company.

146. Any summons, notice, order or other document required to be sent to or served upon the Company, or upon any officer of the Company, may be sent or served by leaving the same or sending it through the post in a prepaid registered letter addressed to the Company, or to such officer, at the Office.

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147. Any notice required to be given by the Company to the Members or any of them, and not provided for by or pursuant to these Articles, shall be sufficiently given if given by advertisement which shall be inserted once in at least one leading daily newspaper published in London.

148. Any notice or document delivered or sent by post to or left at the registered address of any Member in pursuance of these Articles shall, notwithstanding that such Member be then dead or bankrupt, and whether or not the Company have notice of his death or bankruptcy, be deemed to have been duly served in respect of any share registered in the name of such Member as sole or joint holder, unless his name shall, at the time of the service of the notice or document, have been removed from the Register as the holder of the share, and such service shall for all purposes be deemed a sufficient service of such notice or document on all persons interested (whether jointly with or as claiming through or under him) in the share.

WINDING UP

149. If the Company shall be wound up whether the liquidation is voluntary, under supervision or by the Court, the Liquidator may, with the sanction of an Extraordinary Resolution, divide among the Members *in specie* any part of the assets of the Company and any such division may be otherwise than in accordance with the existing rights of the Members, but so that if any division is resolved on otherwise than in accordance with such rights the Members shall have the same right of dissent and consequential rights as if such resolution were a Special Resolution passed pursuant to Section 287 of the Act. A Special Resolution sanctioning a transfer or sale to another company duly passed pursuant to the said Section may in like manner authorise the distribution of any shares or other consideration receivable by the Liquidator amongst the Members otherwise than in accordance with their existing rights, and any such determination shall be binding upon all the Members, subject to the right of dissent and consequential rights conferred by the said Section.

150. If the Company shall be wound up and the assets available for distribution shall be insufficient to pay the whole of the paid up capital, such assets shall be distributed so that as nearly as may be the losses shall be borne by the Members in proportion to the capital paid up or which ought to have been paid up at the commencement of the winding up on the shares held by them

respectively, other than amounts paid up in advance of calls. This Article is to be without prejudice to the rights of the holders of shares issued upon special conditions.

SECRECY

151. No Member or General Meeting or other Meeting of Members shall be entitled to require discovery of or any information respecting any detail of the Company's trading, or any matter which is or may be in the nature of a trade secret, mystery of trade or secret process, or which may relate to the conduct of the business of the Company which in the opinion of the Board it would be inexpedient in the interest of the Company to communicate to the public.

INDEMNITY

152. Every Director, Executive Director, agent, Auditor, Secretary or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities (including any such liability as is mentioned in paragraph (*b*) of the proviso to Section 205 of the Act) which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by the said Section.

EXECUTIVE SHARE INCENTIVE SCHEME

153. The foregoing Articles of Association shall be subject to such modifications if any as may be requisite to give effect to the provisions of the Executive Share Incentive Scheme (which was approved by the Company at an Extraordinary General Meeting held on 28th July, 1971) a copy whereof appears in the Appendix to these Articles.

APPENDIX

EAGLE STAR INSURANCE COMPANY LIMITED

EXECUTIVE SHARE INCENTIVE SCHEME

Definitions

1. In this Scheme where the context so admits the following words and expressions shall have the following meanings:—

"The Company"	Eagle Star Insurance Company Limited.
"Subsidiary"	A subsidiary of the Company within the meaning of Section 154 of the Companies Act 1948.
"The Group"	The Company and its subsidiaries for the time being.
"The Board"	The Board of Directors of the Company or the Directors present at a duly convened meeting of the Directors at which a quorum is present or the persons appointed by the Board to act as a committee of the Board for all or any matters relating to the Scheme.
"Eligible Employees"	Employees of the Group (including full time salaried executive directors of the Company and of subsidiaries) selected by the Board to participate in the Scheme.
"Participants"	Eligible Employees who for the time being participate in the Scheme.
"Ordinary Shares"	The fully paid Ordinary Shares of the Company for the time being in issue.
"Scheme Shares"	Ordinary Shares in the capital of the Company issued pursuant to the Scheme or any share representing the same following a sub-division or consolidation thereof being in any such case shares which are for the time being partly paid.
"Further Shares"	(i) Any Ordinary Shares or other securities issued to a Participant

credited as fully paid by way of capitalisation of profits or reserves pursuant to Clause 16.

(ii) Any Ordinary Shares or other securities subscribed or purchased by a Participant pursuant to Clause 17.

"Middle Market Quotation" — The middle market quotation of the Ordinary Shares as shown by the daily official list of The Stock Exchange, London.

"Issue Price" — A price in relation to a Scheme Share equal to the average of the middle market quotations during the period beginning with the day upon which a Scheme Share is offered to a Participant pursuant to the Scheme and ending on the business day preceding the expiry date of the offer. If after the date of issue thereof there shall be any sub-division or consolidation of a Scheme Share the Issue Price relative to any Scheme Shares shall be appropriately adjusted.

"The Current Market Price" — A price in relation to a Scheme Share equal to the average of the middle market quotations (after making such adjustments thereto as the auditors for the time being of the Company determine to be appropriate in respect of any reduction of capital, issue of securities by way of rights or capitalisation of profits or reserves or sub-division, splitting or consolidation of the share capital of the Company effected after the date on which a Scheme Share is offered to a Participant pursuant to the Scheme) during the four weeks immediately preceding the relevant date.

"Initial Payment" — An amount equal to 2 per cent. of the Issue Price due as part of the Issue Price payable for each Scheme Share on the acceptance of an offer.

"Call"	The balance to be paid by a Participant on a Scheme Share pursuant to the provisions of the Scheme.

Limit on Scheme Shares

2. (*a*) The total number of Scheme Shares allotted under the Scheme will not exceed 1,752,741 (being 5 per cent. of the Ordinary Shares of the Company at present in issue).

(*b*) No Scheme Shares will be offered to an Eligible Employee if the Issue Price of such shares when added to the total of the Issue Price of Scheme Shares formerly allotted under the Scheme to such Eligible Employee (but excluding from such total the Issue Price for any Scheme Shares which have become fully paid at or prior to the date of the offer) shall exceed an amount equal to five times his total annual remuneration (before taxation) as an employee of the Group. For this calculation Scheme Shares comprised in a previous offer to such Eligible Employee shall carry the Issue Price relative to that offer. Total annual remuneration shall for this purpose be taken as the current annual rate of salary (excluding any bonus or commission but including directors' fees paid to the Eligible Employee by the Group and any company the Board shall from time to time determine is associated with the Group).

(*c*) The limitations referred to above will be adjusted in such manner as the Auditors for the time being of the Company shall certify to be appropriate in the event of the sub-division, splitting or consolidation of the Ordinary Shares or of any issue of Ordinary Shares by the Company by way of capitalisation or rights.

Offer of Scheme Shares

3. (*a*) Subject to the limitations referred to above the Board shall determine the number of Scheme Shares to be offered to an Eligible Employee.

(*b*) Offers will be made to Eligible Employees at the Issue Price payable as hereinafter provided, and every such offer may be accepted by the Eligible Employee making the Initial Payment and accepting the offer within 21 days of the date of the offer.

(*c*) An offer to participate in the Scheme and to subscribe for Scheme Shares shall be personal to the Eligible Employees to whom it is made and shall not be capable of assignment and no Scheme Share shall be allotted to the personal representatives of a

Participant in the event of his death before the date when such Shares would otherwise be allotted.

Calls Requested by Participant

4. On written request to the Company given by the Participant or as the case may be his personal representatives the Company shall make a call on the Scheme Shares specified in the request if at the date of such request:—

(*a*) more than five years have elapsed since the date of issue of the Scheme Shares in respect of which the call is requested; or

(*b*) not more than six months have elapsed after the control of the Company has passed to a person (or to persons acting in concert) as a result of (i) a general offer to the holders of the Ordinary Shares (or to all such holders other than the offeror and/or any persons acting in concert with the offeror) or (ii) a scheme of reconstruction or amalgamation; or

(*c*) not more than six months have elapsed after the Participant has ceased to be employed by the Group otherwise than by retirement on attaining normal retirement age or by summary dismissal without notice and control of the Company had passed as mentioned in sub-clause (*b*) of this Clause within two years prior to the date of ceasing to be employed as aforesaid; or

(*d*) not more than two years have elapsed since the date of the death of a Participant or since the Participant has ceased to be employed by the Group following a determination by the Board that the Participant is permanently incapacitated from further employment by reason of mental or physical disability not due to intemperance or intentional self-inflicted injury.

Calls by the Company

5. (1) The Company shall be entitled to make a call on any of the Scheme Shares if at the date of such call:—

(*a*) more than five years have elapsed since the date of issue of the Scheme Shares in respect of which the call is made and the Current Market Price of such shares exceeds the Issue Price thereof; or

(*b*) control of the Company has not passed as mentioned

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in Clause 4 (*b*) and the Participant has ceased to be employed by the Group otherwise than by reason of death retirement on attaining normal retirement age or following a determination by the Board that the Participant is permanently incapacitated as mentioned in Clause 4 (*d*); or

(*c*) more than two years have elapsed since the date of the death of a Participant.

(2) The Company shall be bound to make a call on a Scheme Share within 28 days of the tenth anniversary of the issue thereof.

Provisions as to Calls

6. (*a*) If the Company makes a call in respect of all or any of the Scheme Shares in accordance with Clause 4 or Clause 5 (1) (*a*) the Participant or his personal representatives shall thereupon be bound to pay to the Company in respect of each such Scheme Share the balance of the nominal value thereof and a premium equal to the excess of the Issue Price of such share over the nominal value thereof.

(*b*) If the Company makes a call on any Scheme Shares in accordance with Clauses 5 (1) (*b*) or (*c*) or 5 (2) the Participant shall be bound to pay to the Company in respect of each such Scheme Share the balance of the nominal value thereof and a premium equal to the excess over the nominal value thereof of whichever is the less of the Issue Price and the Current Market Price Provided if the Company makes a call n any Scheme Share in accordance with Clause 5 (1) (*b*) and the Issue Price at the date of such call is less than the Current Market Price the Participant shall be bound to pay to the Company in respect of such Scheme Share the balance of the nominal value thereof and a premium of such amount as the Board in its absolute discretion may determine but not exceeding the excess of the Current Market Price over the nominal value thereof.

7. Any call due to be made under Clause 4 shall be made within 14 days after receipt by the Company of the request to make the call and shall become payable 42 days after the date of such request.

8. Any calls made under Clause 5 shall be expressed to be payable six months after the date of the call.

9. If a call shall not be paid on or before the day appointed for payment thereof the Company acting by the Board shall be entitled to charge the Participant interest on the sum called from the day appointed for payment thereof to the date of payment at such rate as the Board determines.

10. The Board shall not be entitled to make calls on Scheme Shares other than under the provisions of this Scheme and accordingly the provisions of Articles 24 to 28 (inclusive) of the Articles of Association of the Company shall not apply to Scheme Shares.

Forfeiture and Lien

11. (*a*) Scheme Shares shall be liable to forfeiture in accordance with Articles 34 to 42 (inclusive) of the Company's Articles of Association.

(*b*) The Company shall have a first and paramount lien on the Scheme Shares and Further Shares of a Participant for all moneys (whether presently payable or not) which may become payable to the Company in respect of Scheme Shares pursuant to the Scheme.

(*c*) The provisions of Articles 30 to 33 (inclusive) of the Company's Articles of Association shall apply in respect of the lien conferred by sub-clause (*b*) of this Clause but in the event of any Further Shares (within the meaning of paragraph (i) only of the definition thereof) being sold in accordance with the said provisions none of the restrictions referred to in Clause 13 hereof shall thereafter apply to the said Further Shares so sold.

Winding Up

12. If an order is made or an effective resolution is passed for the winding up of the Company (other than a members' voluntary winding up) the Company by its liquidator and subject to the provisions of the statutes will be entitled to make a call in respect of all Scheme Shares not exceeding the balance of the nominal value thereof remaining unpaid.

Rights and Restrictions to be attached to Scheme Shares

13. Until a Scheme Share has become fully paid up (both as to nominal value thereof and as to premium):—

(*a*) it will be entitled to the same rights of voting as an Ordinary Share.

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(*b*) It shall not rank for any dividends and Article 128 of the Company's Articles of Association shall be deemed to be modified accordingly.

(*c*) The Participant will not without the written consent of the Board be entitled to sell transfer or otherwise dispose of the Scheme Shares held by him and no transfer thereof shall be capable of being either executed or registered without such consent.

Stock Exchange Quotation

14. Upon any Scheme Shares becoming fully paid (both as to the nominal value thereof and as to any premium) the Company will use its best endeavours to obtain permission to deal in and quotation for such shares and any Further Shares which are or have become fully paid up, on The Stock Exchange, London.

Scheme of Amalgamation and Reconstruction

15. In the event of a scheme of amalgamation or reconstruction taking effect (not being a scheme as a result of which control of the Company passes as mentioned in Clause 4 (*b*)) affecting the Company the Scheme Shares and the Further Shares, every Participant shall deal with the Scheme Shares and Further Shares standing in his name in such manner as the Board may require. If in connection with any such scheme of amalgamation or reconstruction a Participant shall be required to transfer any Scheme Shares and/or Further Shares he shall receive terms which are, in relation to the amount paid up on such shares, equivalent to those received by holders of the Ordinary Shares. The decision of the Board as to whether terms are equivalent as aforesaid shall be binding and conclusive.

Capitalisation Issues

16. (*a*) If the Company shall, upon a capitalisation of profits or reserves, issue shares or securities credited as fully paid up in proportion to holdings of Ordinary Shares a Participant shall be entitled to receive an allotment in respect of his Scheme Shares and any Further Shares, as if the Scheme Shares had been fully paid at the relevant date.

(*b*) Further Shares issued to a Participant pursuant to this Clause shall (subject to Clause 11 (*c*)) be subject to the restrictions as to dividend selling transferring charging or otherwise

disposing of specified in Clause 13 as long as the Scheme Shares in respect of which they are issued or derived remain partly paid up.

(*c*) The Participant shall not be entitled to renounce any Further Shares issued pursuant to this Clause and accordingly all such Further Shares shall be issued to the Participant and registered in his name.

Rights Issue

17. In the event of the Company offering any Ordinary Shares or other securities to the Ordinary Shareholders for subscription or purchase for cash by way of rights the holders of Scheme Shares will be offered the same number or amount of Further Shares in respect of his Scheme Shares and Further Shares as if the Scheme Shares had been fully paid at any relevant date at the same price as they are offered to the Ordinary Shareholders but on the basis that 2 per cent. thereof is payable on subscription. The Further Shares so subscribed will on allotment become Scheme Shares and the provisions of the Scheme relating to Scheme Shares will apply to them as if the offer under this Clause and acceptance thereof had been an offer and acceptance under Clause 3 except that such shares shall for all purposes of the Scheme be deemed to have been issued on the same date as any Scheme Shares in respect of which such shares or any of them were offered to the Participant. The price at which such Further Shares are offered pursuant to this Clause will be deemed to be the Issue Price thereof.

General

18. Until such time as a Scheme Share shall be fully paid up (both as to the nominal value thereof and as to any premium) the Certificate therefor and for any Further Shares allotted in respect thereof or derived therefrom shall be held by the Company or such other person as the Board shall from time to time nominate.

19. If a Participant shall cease for any reason to be in the service of the Group he shall not be entitled by way of compensation for loss or otherwise howsoever to any sum or other benefit to compensate him for the loss of any right or benefit under the Scheme.

20. The Company shall maintain all necessary books of account and records relating to the Scheme.

21. The provisions of Clauses 2, 4, 5, 6, 12 and 13 of this Scheme and the basis of the definitions of "Eligible Employee" and

"Issue Price" shall not be altered to the advantage of the Participant except with the approval of the Company in general meeting. Save as aforesaid and without prejudice to the subsisting rights of a Participant the Board may at any time and from time to time by resolution amend all or any of the provisions of the Scheme whether retrospectively or otherwise.

22. A Participant who is a Director of the Company may notwithstanding his interest vote on any Board resolution concerning the Scheme (other than in respect of his own participation therein) and may retain any benefits under the Scheme.

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No: 00594 of 1979

IN THE HIGH COURT OF JUSTICE

CHANCERY DIVISION

MR. JUSTICE SLADE

Fo. 60. 8.12.

Monday the 14th day of May 1979

IN THE MATTER OF EAGLE STAR INSURANCE COMPANY LIMITED

- and -

IN THE MATTER OF THE COMPANIES ACT, 1948

COMPANIES REGISTRATION OFFICE 18 MAY 1979

UPON THE PETITION of the above-named Eagle Star Insurance Company Limited (hereinafter called "the Company") whose registered office is situate at 1 Threadneedle Street, London EC2R 8BE on the 3rd April 1979 preferred unto this Court.

AND UPON HEARING COUNSEL for the Company and for Eagle Star Holdings Limited referred to in the Scheme of Arrangement hereinafter mentioned.

AND UPON READING the said Petition the Order dated the 23rd February 1979 (whereby the Company was ordered to convene separate Meetings of the holders of (1) its Ordinary Shares (other than the Insurance Company Employee Shares) (2) its fully paid Insurance Company Employee Shares (3) its 4.23p paid Insurance Company Employee Shares and (4) its 2p paid Insurance Company Employee Shares (as respectively defined in the Scheme of Arrangement hereinafter mentioned)

for the purpose of considering and if thought fit approving, with or without modification, a Scheme of Arrangement proposed to be made between the Company the holders of its said respective classes of shares and Eagle Star Holdings Limited the "Daily Telegraph" newspaper of the 7th March 1979 (containing an advertisement of the notice convening the Meeting directed to be held by the said Order dated the 23rd Februar 1979) the Affidavit of Robert William Durant filed the 21st day of February 1979 the Affidavit of Thomas Henry Norton the Affidavit of Derek Hollingworth and the Affidavit of Sir Denis Mortimer Mountain all filed the 3rd April 1979 the Affidavit of Reginald Illingworth filed the 4th April 1979 and the Exhibits in the said Affidavits or some of them respectively referred to.

AND the said Eagle Star Holdings Limited by its Counsel submitting to be bound by the Scheme of Arrangement hereinafter sanctioned and undertaking to execute and do and procure to be executed and done all such documents acts and things as may be necessary or desirable to be executed or done for the purpose of giving effect to the said Scheme of Arrangement.

This Court Doth Hereby Sanction the Scheme of Arrangement as set forth in the Schedule to the said Petition and in the Schedule hereto.

AND It is Ordered that the Company do deliver an Office Copy of this Order to the Registrar of Companies.

RICHARD HUNT

Registrar.

IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION
COMPANIES COURT

No. 00594 of 1979

In the matter of EAGLE STAR INSURANCE COMPANY LIMITED

and

In the matter of THE COMPANIES ACT, 1948

SCHEME OF ARRANGEMENT

(Under Section 206 of the Companies Act 1948)

BETWEEN

EAGLE STAR INSURANCE COMPANY LIMITED

and

(i) the holders of its Ordinary Shares (other than the Insurance Company Employee Shares as defined below);
(ii) the holders of the fully paid Insurance Company Employee Shares;
(iii) the holders of the 4.23p paid Insurance Company Employee Shares; and
(iv) the holders of the 2p paid Insurance Company Employee Shares;

and

EAGLE STAR HOLDINGS LIMITED.

PRELIMINARY

(A) In this Scheme unless the context otherwise requires the following expressions shall bear the following meanings:—

"the Insurance Company"	means Eagle Star Insurance Company Limited
"the Holding Company"	means Eagle Star Holdings Limited
"this Scheme"	means this Scheme in its present form or with any modification thereof or addition thereto or condition approved or imposed by the Court
"the Effective Date"	means the date on which this Scheme becomes effective in accordance with clause 5 of this Scheme
"the Eagle Star Executive Share Incentive Scheme"	means the Executive Share Incentive Scheme of the Insurance Company referred to in Recital (C) below
"the Insurance Company Employee Shares"	means the issued Ordinary Shares of 25p each in the capital of the Insurance Company which are held subject to the Eagle Star Executive Share Incentive Scheme
"the fully paid Insurance Company Employee Shares", "the 4.23p paid Insurance Company Employee Shares" and "the 2p paid Insurance Company Employee Shares"	mean the Insurance Company Employee Shares which are credited as fully paid and are paid up to the extent of 4.23p and 2p respectively
"the Insurance Company Ordinary Shares"	means the issued Ordinary Shares of 25p each in the capital of the Insurance Company other than the Insurance Company Employee Shares
"Holding Company Ordinary Shares"	means the Ordinary Shares of 25p each in the capital of the Holding Company to be allotted by the Holding Company pursuant to clause 2 (a) of this Scheme.
"Holding Company Employee Shares"	means the Ordinary Shares of 25p each in the capital of the Holding Company to be allotted by the Holding Company pursuant to clause 2 (b) of this Scheme
"the fully paid Holding Company Employee Shares", "the 4.23p paid Holding Company Employee Shares" and "the 2p paid Holding Company Employee Shares"	mean the Holding Company Employee Shares which are to be allotted credited as fully paid and credited as paid up as to 4.23p and 2p respectively pursuant to clause 2 (b) of this Scheme.

"holder"	includes any person entitled by transmission and "held" shall be correspondingly construed
"Scheme Shareholder"	means the holder of a share or shares in the Insurance Company as at the close of business on the day before the Effective Date

(B) The authorised share capital of the Insurance Company is £45,000,000 divided into 180,000,000 Ordinary Shares of 25p each of which 135,204,773 have been issued and the remainder are unissued.

(C) By Special Resolution passed on 28th July, 1971 an Executive Share Incentive Scheme was approved by the Insurance Company providing for the issue to certain of its employees of Ordinary Shares of 25p each in the capital of the Insurance Company upon the terms contained in and at prices to be determined in accordance with the provisions of such Scheme. At the date of this Scheme 1,103,924 Ordinary Shares in the capital of the Insurance Company are held subject to the provisions of the said Incentive Scheme of which 241,587 are credited as fully paid, 724,899 are paid up to the extent of 4.23p per Share and 137,438 are paid up to the extent of 2p per Share. All of the remaining 134,100,849 Ordinary Shares in the capital of the Insurance Company which have been issued at the date of this Scheme are or are credited as fully paid.

(D) The Holding Company has been incorporated as a private company with an authorised share capital of £10,000 divided into 40,000 Ordinary Shares of 25p each. One of these shares will be issued to each of seven officers of the Insurance Company (each of whom is the holder of at least one Insurance Company Ordinary Share) on the terms that if this Scheme becomes effective on or before 30th June, 1979 the amount due thereon will be satisfied by the transfer of one Insurance Company Ordinary Share as hereinafter provided for but save as aforesaid the amount due thereon is payable in full in cash. Prior to the Effective Date the Holding Company will be converted into a public company and its authorised share capital will be increased first to £33,801,193.25 divided into 135,204,773 Ordinary Shares of 25p each the increase being made with a view to the acquisition by the Holding Company of the whole of the issued share capital of the Insurance Company, and then to £45,000,000 divided into 180,000,000 Ordinary Shares of 25p each.

(E) The purpose of this Scheme is to effect a rearrangement and transfer of the capital of the Insurance Company by which it becomes the wholly owned subsidiary of the Holding Company and holders of shares in the Insurance Company receive Ordinary Shares of 25p each in the Holding Company in place of their present Ordinary Shares of 25p each in the Insurance Company.

(F) The Holding Company has agreed to appear by Counsel on the hearing of the Petition to sanction this Scheme and to undertake to the Court to be bound thereby and to execute and do and procure to be executed and done all such documents acts and things as may be necessary or desirable to be executed or done for the purpose of giving effect to this Scheme.

THE SCHEME

1. Acquisition by the Holding Company of Shares in the Insurance Company

On the Effective Date the entire issued share capital of the Insurance Company shall be acquired by the Holding Company free from all liens charges and encumbrances and together with all rights at the date of this Scheme or hereafter attached thereto other than the right to a final dividend for the year ended 31st December, 1978 to be recommended to Scheme Shareholders and paid on 15th June, 1979 to the holders of shares in the Insurance Company (other than the Insurance Company Employee Shares) at the close of business on 17th May, 1979. For this purpose all the issued shares in the capital of the Insurance Company shall be transferred to the Holding Company or its nominees and to give effect to such transfer the Holding Company may appoint any person to execute as transferor an instrument of transfer in respect of any of such shares and every instrument of transfer so executed shall be as effective as if duly executed by the holder or holders of the shares thereby expressed to be transferred.

2. Consideration for the acquisition

(a) In consideration of the acquisition and transfer of the Insurance Company Ordinary Shares the Holding Company shall (save as mentioned in paragraph (d) of this clause) allot to each holder of the Insurance Company Ordinary Shares one share of 25p in the Holding Company credited as fully paid for each Insurance Company Ordinary Share held by such holder at the close of business on the day before the Effective Date and each such holder shall be registered as a member of the Holding Company accordingly with effect from the Effective Date.

(b) In consideration of the acquisition and transfer of the Insurance Company Employee Shares, the Holding Company shall allot to each holder of fully paid Insurance Company Employee Shares one share of 25p in the Holding Company credited as fully paid and to each holder of 4.23p paid Insurance Company Employee Shares one share of 25p in the Holding Company credited as paid up as to 4.23p and to each holder of 2p paid Insurance Company Employee Shares one share of 25p in the Holding Company credited as paid up as to 2p in each case for each such Insurance Company Employee Share held by such holder at the close of business on the day before the Effective Date and each such holder shall be registered as a member of the Holding Company accordingly with effect from the Effective Date.

3. Allotme docume title

4. Mandate

5. Effective

6. Consent t modificat of Schem

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(c) The Ordinary Shares of 25p each to be allotted by the Holding Company pursuant to sub-paragraph (b) above will be allotted on the terms set out in the document entitled "Eagle Star Holdings Limited: Terms of Issue of Employees Shares" a copy whereof has, for the purpose of identification, been marked "A" and subscribed by Simmons & Simmons of 14 Dominion Street London EC2, Solicitors.

(d) In the case of the holders of Insurance Company Ordinary Shares referred to in Recital (D) of the Preliminary hereto the seven shares in the Holding Company subscribed by them shall be deemed to have been issued and allotted pursuant to sub-paragraph (a) above.

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(a) Not later than 21 days after the Effective Date the Holding Company shall make the allotments of the Holding Company Ordinary Shares and the Holding Company Employee Shares to be made pursuant to clause 2 of this Scheme.

(b) Each certificate validly subsisting at the close of business on the day before the Effective Date in respect of a holding of any share or shares of 25p each in the Insurance Company shall on the Effective Date cease to be valid for any purpose as a certificate for shares in the Insurance Company and from and after that date shall instead have effect for all purposes as if it were a certificate duly issued by the Holding Company for the same number of shares of 25p each in the Holding Company, credited as fully paid or credited as paid up as to 4.23p or 2p as the case may be: provided that any such certificate may at any time after the Effective Date at the option of the Scheme Shareholder concerned be lodged with the Holding Company for exchange whereupon the same shall be cancelled and a fresh certificate for the corresponding shares of 25p each in the Holding Company issued by it accordingly. Save as aforesaid no new share certificates will be issued by the Holding Company in respect of any of the said allotments.

(c) The Holding Company shall be entitled to act upon all documents relating to the status of any holder of Insurance Company Ordinary Shares or Insurance Company Employee Shares or as to the power of any person to act on his behalf which on or before the Effective Date shall have been accepted by the Insurance Company as if the same had been accepted by the Holding Company.

landates

Each mandate in force at the close of business on the day immediately preceding the Effective Date relating to the payment of dividends on shares in the Insurance Company shall unless and until revoked be deemed from and after the Effective Date a valid and effective mandate to the Holding Company in relation to the corresponding shares in the Holding Company.

fective Date

This Scheme shall become effective as soon as an office copy of the Order of the Court sanctioning this Scheme shall have been delivered to the Registrar of Companies for registration. Unless this Scheme shall have become effective on or before the 30th June, 1979 or such later date, if any, as the Court may allow, this Scheme shall never become effective.

onsent to odification f Scheme

The Insurance Company may consent on behalf of all concerned to any modification of or addition to this Scheme or to any condition relating to this Scheme which the Court may approve or impose.

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Without prejudice to the generality of clause 6 of this Scheme if:—

(i) this Scheme shall not have been approved by the majority prescribed by Section 206 of the Companies Act 1948 at the meetings of the holders of the fully paid Insurance Company Employee Shares or of the holders of the 4.23p paid Insurance Company Employee Shares or of the holders of the 2p paid Insurance Company Employee Shares to be convened to consider this Scheme; or

(ii) this Scheme shall not be sanctioned by the Court in respect of the fully paid Insurance Company Employee Shares or the 4.23p paid Insurance Company Employees Shares or the 2p paid Insurance Company Employee Shares:—

this Scheme shall be capable of being modified at the option of the Insurance Company by the exclusion of all three classes of the Insurance Company Employee Shares in which event this Scheme shall be modified by the deletion of all references to the three classes of Insurance Company Employee Shares and shall become effective in a modified form as regards the Insurance Company Ordinary Shares.

) the 6th day of March, 1979.

DATED 14th May 1979

IN THE HIGH COURT OF JUSTICE

CHANCERY DIVISION

MR. JUSTICE SLADE

Re: EAGLE STAR INSURANCE COMPANY LIMITED

and

Re: THE COMPANIES ACT, 1948

ORDER SANCTIONING SCHEME OF ARRANGEMENT

Simmons & Simmons,
14 Dominion Street,
London EC2M 2RJ.

RICHARD HUNT

No. of Company ...82951 / 806

Form No. 103
(No registration fee payable)

THE COMPANIES ACTS 1948 TO 1967

Notice of place where register of members is kept or of any change in that place

Pursuant to Section 110(3) of the Companies Act 1948

To the Registrar of Companies

Name of Company .....EAGLE STAR INSURANCE COMPANY.....Limited

hereby gives you notice, in accordance with subsection (3) of Section 110 of the Companies Act 1948 that the register of members of the company is kept at

.....1 THREADNEEDLE STREET, LONDON EC2R 8BE.....

.....

.....

.....

* *Delete "Limited" if not applicable*

Signed .....

State whether Director or Secretary .....Secretary.....

Date .....27 March 1980.....

REGISTRATION M - 1 APR 1980 52 OFFICE

Margin reserved for binding

Presented by: D Hollingworth, Assistant Secretary
Eagle Star Insurance Company Limited
1 Threadneedle Street
London EC2R 8BE

Presentor's reference: DH/RR

No. 32051 | 815

EAGLE STAR INSURANCE COMPANY LIMITED

At an Extraordinary General Meeting of the above named Company duly convened and held at 1 Threadneedle Street, London EC2R 8BE, on 17 September 1980, the following Resolutions were duly passed as Special Resolutions.

SPECIAL RESOLUTIONS

1. THAT the Memorandum of Association of the Company be and is hereby amended:

(A) by deleting Clause 5 and substituting therefor the following:-

"5. The share capital of the Company is £45,000,000 divided into 180,000,000 Ordinary Shares of 25p each."

and

(B) by deleting the last 39 words of Clause 6 and substituting a full stop for a comma after the word "determine" in such Clause.

2. THAT the regulations contained in the document submitted to this meeting and for the purpose of identification signed by the Chairman thereof be adopted as the Articles of Association of the Company in substitution for and to the exclusion of all existing Articles of Association thereof.

D M MOUNTAIN
Chairman & Managing Director

COMPANIES REGISTRATION 20 OCT 1980

No. 82051

The Companies Acts, 1862to 1980

COMPANY LIMITED BY SHARES

The Memorandum of Association bound herein is as amended by Special Resolution passed 17th September 1980.
The Articles of Association bound herein are those adopted by Special Resolution passed 17th September 1980.

D M MOUNTAIN
Chairman

Memorandum

and

New Articles of Association

of

EAGLE STAR INSURANCE COMPANY LIMITED

(Adopted 17th September 1980)

Incorporated the 15th September 1904

Simmons & Simmons,
Solicitors,
14, Dominion Street,
London EC2M 2RJ

Ref. Z.3043/AC/CBD931/ex AC

COMPANIES REGISTRATION
M
- 7 OCT 1980
84

No. 82051

THE COMPANIES ACTS

1948 to 1967

I hereby certify that EAGLE STAR INSURANCE COMPANY LIMITED (originally called BRITISH DOMINIONS MARINE INSURANCE CO., LIMITED which name was changed on 9th February 1911 to BRITISH DOMINIONS GENERAL INSURANCE COMPANY, LIMITED which name was changed on 24th May 1917 to EAGLE AND BRITISH DOMINIONS INSURANCE COMPANY LIMITED which name was changed on 5th December 1917 to EAGLE, STAR AND BRITISH DOMINIONS INSURANCE COMPANY LIMITED which name was changed on 1st May 1937 to EAGLE STAR INSURANCE COMPANY LIMITED each change having been made by Special Resolution and with the approval of the Board of Trade) was Incorporated under the Companies Acts 1862 to 1900 as a Limited Company on 15th September 1904.

Given under my hand at London the 28th February 1977

L.G. REARDON

Assistant Registrar of Companies

EAGLE STAR INSURANCE COMPANY LIMITED

CAPITAL HISTORY

1904 The Company was incorporated with Capital of £600,000 divided into 200,000 shares of £3 each.

1905) A total of 41,000 shares were designated 6 per cent.
1908) Cumulative Preference Shares.
1911)

1915 The Capital was increased to £1,000,002 by the creation of 133,334 additional Ordinary Shares of £3 each.

1916 The Capital was increased to £3,000,000 by the creation of 559,558 Preferred Ordinary Shares of £3 each, and 107,109 additional Ordinary Shares of £3 each.

1933 The 41,000 6 per cent. Cumulative Preference Shares of £3 each were sub-divided into 123,000 4 per cent. Cumulative Preference Shares of £1 each.

1933 The Capital was increased to £3,900,000 by the creation of 877,000 4 per cent. Cumulative Preference Shares of £1 each, and 23,000 unclassified Shares of £1 each.

1934 The Capital was increased to £5,067,868 by the creation of 1,000,000 4 per cent. Second Cumulative Preference Shares of £1 each, and 55,956 additional Preferred Ordinary Shares of £3 each.

1936 The Capital was increased to £5,500,000 by the creation of 144,044 additional Ordinary Shares of £3 each.

1937 By means of a Scheme of Arrangement the 543,486 Ordinary Shares of £3 each were re-organised as follows:-

291,831 were sub-divided into 1,750,986 Ordinary Shares of 50p each.

52,250 were consolidated and then sub-divided to produce 62,700 Ordinary Shares of 50p each and 41,800 Ordinary Shares of £3 each.

60,000 were consolidated and then sub-divided to produce 36,000 Ordinary Shares of

50p each and 54,000 Ordinary Shares of £3 each.

77,313 were sub-divided into 463,878 Ordinary Shares of 50p each, and

62,092 remained unaltered.

1956 By means of a Scheme of Arrangement the capital was reorganised as follows:-

(a) The Capital was reduced to £3,289,501 divided into:-

1,000,000 4 per cent. Cumulative Preference Shares of £1 each,

1,000,000 4 per cent. Second Cumulative Preference Shares of £1 each,

615,514 Preferred Ordinary Shares of 50p each,

2,471,450 Ordinary Shares of 50p each,

6 Ordinary Shares of 5p each,

23,000 unclassified Shares of £1 each,

(b) (i) 615,514 Preferred Ordinary Shares of 5p each were converted into the same number of Ordinary Shares of 5p each, making a total with the pre-existing 6 Ordinary Shares of 615,520 such Shares; every 10 of such Shares were converted into 1 Ordinary Share of 50p (producing a total of 61,552 Ordinary Shares of 50p each),

(ii) the 23,000 unclassified Shares of £1 each were sub-divided into 46,000 unclassified Shares of 50p each,

(c) The Capital was increased to its former figure of £5,500,000 by the creation of 3,466,998 Ordinary Shares of 50p each, and 954,000 unclassified Shares of 50p each.

Note: As the result of these changes the Capital was £5,500,000 divided into:-

1,000,000 4 per cent. Preference Shares of £1 each,

1,000,000 4 per cent. Second Preference Shares of £1 each,

6,000,000 Ordinary Shares of 50p each,

1,000,000 unclassified Shares of 50p each.

1959 The Capital was increased to £14,000,000 by the creation of 17,000,000 new Ordinary Shares of 50p each. The 1,000,000 unclassified Shares of 50p each were designated Ordinary Shares of 50p each.

Note: As the result of these changes the Capital was £14,000,000 divided into:-

1,000,000 4 per cent. Preference Shares of £1 each,

1,000,000 4 per cent. Second Preference Shares of £1 each, and

24,000,000 Ordinary Shares of 50p each.

1969 The Capital was increased to £25,000,000 by the creation of 22,000,000 new Ordinary Shares of 50p each.

1973 The Capital was increased to £30,000,000 by the creation of 10,000,000 new Ordinary Shares of 50p each.

The Ordinary Capital was re-organised by sub-dividing the 56,000,000 Ordinary Shares of 50p each into 112,000,000 Ordinary Shares of 25p each.

1975 The Capital was increased to £45,000,000 by the creation of 60,000,000 new Ordinary Shares of 25p each.

1977 By means of a Scheme of Arrangement the Capital was reduced to £43,000,000 by the cancellation of the 1,000,000 4 per cent. Preference Shares of £1 each and the 1,000,000 4 per cent. Second Preference Shares of £1 each and was increased to its former figure of £45,000,000 by the creation of 8,000,000 new Ordinary Shares of 25p each.

1979 By means of a Scheme of Arrangement the whole of the issued Capital of the Company was acquired by Eagle Star Holdings Limited and holders of the Shares in the Company received an equal number of shares in Eagle Star Holdings Limited.

The Companies Acts, 1862 to 1980

COMPANY LIMITED BY SHARES

Memorandum of Association

OF EAGLE STAR INSURANCE COMPANY LIMITED

1. The name of the Company is "EAGLE STAR INSURANCE COMPANY LIMITED".

2. The Registered Office of the Company will be situate in England.

3. The objects for which the Company is established are:-

(A) To carry on all kinds of insurance and assurance business, all kinds of re-insurance and re-assurance business, all kinds of counter-insurance and counter-assurance business, all kinds of guarantee and indemnity business and all kinds of counter-guarantee and counter-indemnity business and, in particular and without prejudice to the generality of the foregoing words, to carry on business of the following classes:-

(i) Life assurance, annuity, sinking fund and capital redemption,

(ii) Fire insurance,

(iii) Accident insurance,

(iv) Employers' liability and workmen's compensation insurance,

(v) Motor vehicle insurance,

(vi) Marine, aviation and transit insurance

in all forms and branches whether now known or hereafter to be devised.

(B) To grant or effect assurances of all kinds securing payment of money, by way of a single payment or by several payments or by immediate or deferred annuities or otherwise, upon the happening of all or any of the following events: the death or marriage or birth or survivorship or failure of issue or the attainment of a given age by any person or persons or the expiration of any fixed or ascertainable period or the occurrence of any contingency or event which would or might be taken to affect any kind of interest of any person or persons in any property or other person or persons.

(C) To grant annuities of all kinds, whether dependent on human life or otherwise, and whether perpetual or terminable, immediate or deferred, absolute, contingent or otherwise, and to receive money on deposit at interest returnable by instalments or otherwise.

(D) To contract with leaseholders, borrowers, lenders, annuitants and others for the establishment, accumulation, provision and payment of sinking funds, redemption funds, depreciation funds and any other funds either in consideration of a lump sum or of an annual premium or otherwise.

(E) To grant insurances against every kind of loss, damage or injury caused by or consequential upon fire, lightning, hail, storm, tempest, flood, earthquake, explosion, naval or military or aerial operations, civil disturbance, usurped power or riot or the quelling thereof, transit by land or water or air, or other misfortune howsoever occurring and to grant insurances against any liabilities to third parties associated with the beforementioned perils.

(F) To grant insurance or guarantees against every kind of misadventure (including loss, damage or injury caused by or suffered by boilers and engineering installations or any other kind of property), accident, mortality, sickness, climatic conditions, burglary, theft or embezzlement or acts of negligence, error or omission, and against loss, damage or injury consequential upon transit by any means whatsoever, the making of calls upon shares, the diminution of dividends or income, the loss or forfeiture of licences, leases, other property and rights or the acceptance or incomplete discharge of obligations created by contracts or undertakings or transactions or by the operation of law or otherwise and to grant insurances against any liabilities to third parties associated with the beforementioned perils.

(G) To grant insurances against loss of or damage to or arising out of or in connection with the use of mechanically propelled vehicles and the third party risks arising therefrom.

(H) To grant insurances or to execute bonds or guarantees upon any type of ship, vessel or boat or aircraft or in relation thereto or arising therefrom, the machinery, tackle, furniture or equipment, the goods, merchandise or property of any description whatever on board, the freight or any other interest whatsoever, the risks incidental to construction, repair, landing, taking-off or docking, including third party risks, transit risks of all kinds and any other risks whatsoever.

(I) To give to any class or section of those who assure or have other dealings with the Company any rights over or in relation to any fund or funds, or a right to participate in the profits of the Company, or in the profits of any particular branch or part of its business, or any other special privileges, advantages or benefits, with power to vary the same.

(J) To establish agencies and branches and appoint agents and others to assist in the conduct or extension of the Company's business, and to regulate and discontinue the same.

(K) To act as agents for the issue of any bills, bonds, stock or shares, whether or not offered to the public for subscription, and to guarantee the subscription of any such securities or shares, and to act as trustee, executor or administrator with or without remuneration, and to undertake trusts of all kinds and the conduct of any business connected with trusts of any description or the estates of deceased persons, and to receive for safe custody any kind of property.

(L) To carry on directly or indirectly any other business which may seem to the Company capable of being conveniently carried on in connection with or in addition to any of the above-mentioned businesses or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property, rights or businesses for the time being.

(M) To acquire and undertake the whole or any part of the business, property and liabilities of any person or company carrying on any business which the Company is authorised to carry on, or possessed of property suitable for the purposes of this Company.

(N) To enter into partnership or any arrangement for sharing profits or joint adventure with any person, persons or company carrying on or about to carry on any business

which this Company is authorised to carry on, or any business capable of being conducted so as directly or indirectly to benefit this Company, and to acquire or join in acquiring any such business, and to amalgamate with any other company having objects altogether or in part similar to those of this Company.

(O) To purchase, take on lease or in exchange, hire, subscribe for or otherwise acquire, and to hold and deal with any property, real or personal, and any interests, rights, privileges or obligations of or in any company.

(P) To make, draw, accept, endorse, negotiate, discount, buy, sell and deal in bills, notes and other negotiable or transferable instruments.

(Q) To borrow and secure the payment of money in such manner and on such terms as the Directors may deem expedient and to mortgage or charge the undertaking and all or any part of the property and rights of the Company, present or future, including uncalled capital and to issue on such terms as may be thought expedient, debentures or debenture stock, perpetual or redeemable.

(R) To lend money either with or without security to any person or company and to guarantee the performance of contracts or the payment of debts or liabilities by any person or company.

(S) To pay for any business, property or rights acquired or agreed to be acquired by this Company and generally to satisfy any obligation of this Company by the issue or transfer of shares of this or any other company credited as fully or partly paid up, or of debentures or other securities of this or any other company.

(T) To sell, exchange, let, develop, dispose of, or otherwise deal with the undertaking, or all or any part of the property of this Company, upon such terms and for such price or other consideration of any kind as the Company may think fit.

(U) To promote or assist in or contract with any person or company for the promotion of any company or companies, for the purpose of acquiring all or any of the property and liabilities of this Company or for any other purpose, and to take or otherwise acquire and hold shares, debentures or other securities of any such company and to subsidise or otherwise assist any such company, and to procure the registration or incorporation of any such company in or under the laws of any place outside England.

(V) To remunerate or make donations to any person or company for services rendered or to be rendered to the Company.

(W) To invest and deal with the moneys of the Company not immediately required, upon such securities and in such manner as may from to time to time be determined by the Directors.

(X) To distribute among the Members or any class or classes of Members of the Company in specie any property of the Company.

(Y) To establish and support funds or institutions calculated to benefit directors, officers or ex-officers or employees or ex-employees of the Company or of any subsidiary company or of their predecessors in business or the dependants or connections of such persons and to grant to such persons pensions, allowances, gratuities or other benefits and to support or subscribe to any charitable or public institutions, clubs, societies or funds.

(Z) To do all or any of the above things in any part of the world as principals or agents, contractors, trustees or otherwise and by or through trustees, attorneys or agents and either alone or in conjunction with others, and to procure the Company to be registered or recognised in any foreign country or place.

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

And it is hereby declared that the word "company" in this Clause, except where used in reference to this Company, shall be deemed to include any person or partnership or other body of persons, whether incorporated or not incorporated and whether domiciled in the United Kingdom or elsewhere, and that the objects specified in each paragraph of this Clause, except where otherwise expressed in such paragraph, shall be separate and independent main objects of the Company and shall not be limited or restricted by reference to 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 £45,000,000 divided into 180,000,000 Ordinary Shares of 25p each.

6. Any shares of which the original or increased capital of the Company may from time to time consist, may be guaranteed or have any special privilege or advantage or may be deferred, and may be issued on such special conditions as to priority or postponement either for dividends or for repayment of principal, or as to voting power and otherwise as the Company may from time to time determine.

* See capital history.

No. 82051

The Companies Acts, 1862 to 1980

COMPANY LIMITED BY SHARES

New Articles of Association

of EAGLE STAR INSURANCE COMPANY LIMITED
(Adopted by Special Resolution passed on 17th September 1980)

PRELIMINARY

1. The regulations contained or incorporated in Part II of Table A in the First Schedule to the Companies Act 1948 (which Table is hereinafter referred to as "Table A") shall apply to the Company so far as the same are not excluded or varied hereby.

2. Regulations 75-77 (inclusive) 87, 89-97 (inclusive), 101, 106-109 (inclusive), and 136 of Part I of Table A shall not apply to the Company.

SHARES

3. The shares shall be at the disposal of the Directors, who may allot, grant options over, or otherwise deal with or dispose of them subject to Regulation 2 of Part II of Table A to such persons, at such times and generally on such terms and conditions as they think proper, but so that no shares shall be issued at a discount except in accordance with Section 57 of the Act.

4. The lien conferred by Regulation 11 of Part I of Table A shall attach to fully paid up shares and to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole registered holder thereof or one of several joint holders.

TRANSFER OF SHARES

5. In Regulation 22 of Part I of Table A the words "and transferee" immediately following the words "the transferor" shall not apply to the Company.

PROCEEDINGS AT GENERAL MEETINGS

6. A poll shall be taken whenever directed by the Chairman or demanded by one or more Members entitled to vote and Regulation 58 of Part I of Table A shall be modified accordingly.

NUMBER OF DIRECTORS

7. There shall be no maximum or minimum number of Directors, and while there is only one Director, he may exercise all the powers of the Directors without the necessity of a meeting.

REMUNERATION OF DIRECTORS

8. Each of the Directors shall (subject to the provisions of any contract of service between him and the Company) be entitled to such yearly sum (if any) as may be fixed by the Directors for him by way of remuneration for his services. Any such remuneration shall be deemed to accrue from day to day and shall be apportionable accordingly.

9. The Directors may grant special remuneration to any Director who, being called upon, shall perform any special or extra services to or at the request of the Company. Such special remuneration may be made payable to such Director in addition to or in substitution for his ordinary remuneration as a Director.

EXECUTIVE DIRECTORS

10. (A) The Board may from time to time appoint one or more of their body to be an Executive Director under such title and on such terms as to remuneration and otherwise and for such period as they may determine, and a person so appointed is in these Articles referred to as an "Executive Director".

(B) The appointment of any Director to be an Executive Director shall be subject to termination if he ceases from any cause to be a Director, unless the contract or resolution under which he holds office shall expressly state otherwise but without prejudice to any claim he may have for damages for breach of any contract of service between him and the Company.

11. The Board may entrust to and confer upon any Executive Director any of the powers exercisable by them as Directors upon such terms and conditions and with such restrictions as they think fit, and either collaterally with or to the exclusion of their own powers and may from time to time revoke, withdraw, alter, or vary all or any of such powers

BORROWING POWERS

12. The proviso to Regulation 79 of Part I of Table A shall not apply to the Company.

OTHER POWERS AND DUTIES OF DIRECTORS

13. The Board may establish any local boards or agencies for managing any of the affairs of the Company, either in the United Kingdom or elsewhere, and may appoint any persons to be members of such local boards or any managers or agents, and may fix their remuneration, and may delegate to any local board, manager or agent any of the powers authorities and discretions vested in the Board (other than the power to make calls), with power to sub-delegate and may authorise the members of any local board, or any of them, to fill any vacancies therein, and to act notwithstanding vacancies, and any such appointment or delegation may be made upon such terms and subject to such conditions as the Board may think fit, and the Board may remove any person so appointed, and may annul or vary any such delegation, but no person dealing in good faith and without notice of any such annulment or variation shall be affected thereby.

14. A Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout and he shall be counted in any quorum and, if he shall vote, his vote shall be counted when any such contract arrangement or matter is under consideration and paragraphs (2) and (4) of Regulation 84 of Part I of Table A shall not apply to the Company.

15. (A) The Board may grant such pensions, allowances, gratuities or other benefits to any persons or their wives, children or relatives or to the widows or dependents of any deceased persons in respect of services rendered by such persons or deceased persons to the Company or any subsidiary company as Directors or managers or in any other offices or employment under the Company or any such subsidiary as they may from time to time consider expedient in the interest of the Company or any such subsidiary. Any such pensions or allowances may be of such amounts and be granted for such periods as the Board considers advisable, either for a life or lives or for a definite period or for a period terminable on the happening of any contingency or event, and generally on such terms and conditions as the Board may think fit, and a pension may be granted to any officer or employee either before or in anticipation of or upon or at any time after actual retirement, and the right of the grantee to receive a pension or benefit so granted shall not be affected by his being appointed or continuing in office as a Director and receiving remuneration as such.

(B) The Board may provide out of the Company's moneys and vest in trustees upon trusts appropriate for the

purpose, funds for providing for the payment of any pensions, allowances, gratuties or other benefits granted as aforesaid, and may also establish and contribute out of the Company's moneys to any schemes or funds under which officers and employees of the Company (including Directors holding other offices or employment) their wives, children, relatives, widows or dependents, will or may become entitled to receive pensions, allowances, life assurance and other benefits on retirement or death after a certain length of service.

16. The Board may from time to time elect from its members including any Executive Directors a Chairman and one or more Deputy Chairmen and determine the period for which each of them is to hold office respectively. The Chairman or in his absence, any Deputy Chairman shall preside at its meetings but if no such Chairman or Deputy Chairman be elected or if at any meeting the Chairman or any Deputy Chairman be not present within five minutes after the time appointed for holding the same, the Board shall choose one of its number to be a chairman of such meeting.

17. The last twenty-six words of Regulation 86 of Part I of Table A shall not apply to the Company.

DISQUALIFICATION OF DIRECTORS

18. The office of a Director shall not be vacated pursuant to paragraph (f) of Regulation 88 of Part I of Table A unless and until the Directors pass a resolution that the Director in question has vacated office.

APPOINTMENT AND REMOVAL OF DIRECTORS

19. The Directors shall have power at any time and from time to time to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors.

20. Without prejudice to the last preceding Article the Company may by Ordinary Resolution appoint any person to be a Director either to fill a casual vacancy or as an additional Director.

21. The provisions of Section 185 of the Act shall not apply to the Company.

22. Without prejudice to the power of the Company under Section 184 of the Act to remove a Director by Ordinary Resolution the Company may by Extraordinary Resolution remove any Director and may by Ordinary Resolution appoint another Director in his stead.

ALTERNATE DIRECTORS

23. Any Director may by writing under his hand left at the Registered Office of the Company at any time appoint any other Director or appoint any person (who shall not be entitled to receive any remuneration from the Company but shall otherwise be subject to the provisions of these presents with regard to Directors) to be an alternate Director in his place, and every such alternate Director, subject to his giving the Company an address within the United Kingdom at which notices may be served upon him, shall be entitled to receive notices of all meetings of the Board and to attend and vote as a Director at any such meeting at which the Director appointing him is not personally present. In the absence of his appointor from England any such alternate Director generally shall have and exercise all the powers, rights, duties and authorities of the Director appointing him. Provided always that no such appointment of any person not being a Director shall be operative unless and until the approval of a majority of the Directors for the time being shall have been given. Any Director who is appointed as an alternate Director shall be entitled to vote at a meeting of the Directors on behalf of the Director so appointing him as distinct from the vote to which he is entitled in his own capacity as a Director of the Company and shall also be considered as two Directors for the purpose of making a quorum of Directors. A Director may at any time revoke the appointment of an alternate Director appointed by him and (subject to such approval as aforesaid) appoint another person in his place, and if a Director shall die or cease to hold the office of Director the appointment of his alternate Director shall thereupon cease and determine. Any revocation under this Article shall be effected by notice in writing under the hand of the Director making the same and any such notice if left at the Registered Office of the Company shall be sufficient evidence of such revocation.

PROCEEDINGS OF DIRECTORS

24. A resolution in writing signed by all the Directors for the time being entitled to receive notice of a meeting of the Board or (in the case of a Committee of the Board) all the members of such Committee shall be as effective for all purposes as a resolution passed at a meeting of the Board or of such Committee duly convened and held and may consist of several documents in the like form each signed by one or more of the Directors or the members of such Committee.

SECRETARY

25. The Directors shall from time to time appoint and may remove a Secretary or Joint Secretaries and may appoint and remove one or more Deputy or Assistant Secretaries.

26. A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Director and the

Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary, but any such provision requiring or authorising a thing to be done by or to the Secretary shall be satisfied by its being done by or to any one Joint or Deputy or Assistant Secretary.

THE SEAL

27. (A) Subject as hereinafter provided Regulation 113 of Part I of Table A shall not apply to the Company. The Directors shall provide for the safe custody of the Seal, which shall be used and affixed in accordance with regulations made by the Directors. But if such regulations shall not be made, Regulation 113 of Part I of Table A shall apply to the Company.

(B) All policies, contracts of assurance, bonds, guarantees, indemnities, consents and undertakings may be in such form and contain such powers, provisos, conditions, covenants, clauses and agreements as the Board shall think fit, and it shall not be necessary for the same or any of them to be sealed with the Seal but the same and any other deeds and documents, which the Board resolve shall not be sealed, shall be signed by the Secretary or such other person or persons and in such manner as the Board may from time to time determine.

NOTICES

28. In Regulation 131 of Part I of Table A the words "in the case of a notice of a meeting" and all the words after the words "the letter containing the same is posted" shall be omitted.

INDEMNITY

29. Every Director, Executive Director, agent, Auditor, Secretary or other officer of the Company shall be entitled to be indemnfied out of the assets of the Company against all losses or liabilities (including any such liability as is mentioned in paragraph (b) of the proviso to Section 205 of the Act) which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto But this Article shall only have effect in so far as its provisions are not avoided by the said Section.

No.82051

82051

841

EAGLE STAR INSURANCE COMPANY LIMITED

At an Extraordinary General Meeting of the above-named company duly convened and held at 1 Threadneedle Street, London EC2, on 26 June 1985, the following resolution was duly passed as a Special Resolution:

SPECIAL RESOLUTION

THAT the provisions of the Memorandum of Association of the Company with respect to its objects be and are hereby altered -

(a) by re-lettering the existing sub-clauses (Z) and (AA) of Clause 3 as (AA) and (BB) respectively; and

(b) by adding the following new sub-clause to be lettered (Z) to Clause 3, namely,

"(Z) To enter into any guarantee, contract of indemnity or suretyship whether by personal covenant or by mortgage or charge on all or any part of the undertaking, property or assets of the Company (including its uncalled capital) and in particular (but without prejudice to the generality of the foregoing) with or without consideration to guarantee or give security as aforesaid for the payment of any principal monies, premiums, interest and other monies secured by or payable under any obligations or securities of any company which is (within the meaning of Section 154 of the Companies Act 1948) in relation to the Company a holding company or a subsidiary company or a subsidiary company of any such holding company."

D M MOUNTAIN
Chairman and Managing Director

COMPANIES REGISTRATION OFFICE
M
29 JUN 1985
79

No. 82051 1842

2.10

The Companies Acts, 1862 to 1981

COMPANY LIMITED BY SHARES

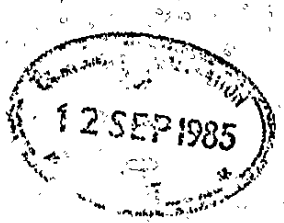
Memorandum

and

New Articles of Association

of EAGLE STAR INSURANCE COMPANY LIMITED
(Adopted 17th September 1980)

Incorporated the 15th September 1904



No. 82051

THE COMPANIES ACTS

1948 to 1967

I hereby certify that EAGLE STAR INSURANCE COMPANY LIMITED (originally called BRITISH DOMINIONS MARINE INSURANCE CO., LIMITED which name was changed on 9th February 1911 to BRITISH DOMINIONS GENERAL INSURANCE COMPANY, LIMITED which name was changed on 24th May 1917 to EAGLE AND BRITISH DOMINIONS INSURANCE COMPANY LIMITED which name was changed on 5th December 1917 to EAGLE, STAR AND BRITISH DOMINIONS INSURANCE COMPANY LIMITED which name was changed on 1st May 1937 to EAGLE STAR INSURANCE COMPANY LIMITED each change having been made by Special Resolution and with the approval of the Board of Trade) was Incorporated under the Companies Acts 1862 to 1900 as a Limited Company on 15th September 1904.

Given under my hand at London the 28th February 1977

L. G. REARDON

Assistant Registrar of Companies

EAGLE STAR INSURANCE COMPANY LIMITED

CAPITAL HISTORY

1904 The Company was incorporated with Capital of £600,000 divided into 200,000 shares of £3 each.

1905, 1908, 1911 A total of 41,000 shares were designated 6 per cent. Cumulative Preference Shares

1915 The Capital was increased to £1,000,002 by the creation of 133,334 additional Ordinary Shares of £3 each.

1916 The Capital was increased to £3,000,000 by the creation of 559,558 Preferred Ordinary Shares of £3 each, and 107,109 additional Ordinary Shares of £3 each.

1933 The 41,000 6 per cent. Cumulative Preference Shares of £3 each were sub-divided into 123,000 4 per cent. Cumulative Preference Shares of £1 each.

1933 The Capital was increased to £3,900,000 by the creation of 877,000 4 per cent. Cumulative Preference Shares of £1 each, and 23,000 unclassified Shares of £1 each.

1934 The Capital was increased to £5,067,868 by the creation of 1,000,000 4 per cent. Second Cumulative Preference Shares of £1 each, and 55,956 additional Preferred Ordinary Shares of £3 each.

1936 The Capital was increased to £5,500,000 by the creation of 144,044 additional Ordinary Shares of £3 each.

1937 By means of a Scheme of Arrangement the 543,486 Ordinary Shares of £3 each were re-organised as follows:—

291,831	were sub-divided into 1,750,986 Ordinary Shares of 50p each.
52,250	were consolidated and then sub-divided to produce 62,700 Ordinary Shares of 50p each and 41,800 Ordinary Shares of £3 each.
60,000	were consolidated and then sub-divided to produce 36,000 Ordinary Shares of 50p each and 54,000 Ordinary Shares of £3 each.
77,313	were sub-divided into 463,878 Ordinary Shares of 50p each, and
62,092	remained unaltered.

1956 By means of a Scheme of Arrangement the capital was reorganised as follows:—

(a) The Capital was reduced to £3,289,501 divided into:—

1,000,000 4 per cent. Cumulative Preference Shares of £1 each,

1,000,000 4 per cent. Second Cumulative Preference Shares of £1 each,

651,514 Preferred Ordinary Shares of 50p each,

2,471,450 Ordinary Shares of 50p each,

6 Ordinary Shares of 5p each,

23,000 unclassified Shares of £1 each,

(b) (i) 615,514 Preferred Ordinary Shares of 5p each were converted into the same number of Ordinary Shares of 5p each, making a total with the pre-existing 6 Ordinary Shares of 615,520 such Shares; every 10 of such Shares were converted into 1 Ordinary Share of 50p (producing a total of 61,552 Ordinary Shares of 50p each),

(ii) the 23,000 unclassified Shares of £1 each were sub-divided into 46,000 unclassified Shares of 50p each,

(c) The Capital was increased to its former figure of £5,500,000 by the creation of 3,466,998 Ordinary Shares of 50p each, and 954,000 unclassified Shares of 50p each.

Note: As the result of these changes the Capital was £5,500,000 divided into:-

1,000,000 4 per cent. Preference Shares of £1 each,

1,000,000 4 per cent. Second Preference Share of £1 each,

6,000,000 Ordinary Shares of 50p each,

1,000,000 unclassified Shares of 50p each.

1959 The Capital was increased to £14,000,000 by the creation of 17,000,000 new Ordinary Shares of 50p each. The 1,000,000 unclassified Shares of 50p each were designated Ordinary Shares of 50p each.

Note: As the result of these changes the Capital was £14,000,000 divided into:—

1,000,000 4 per cent. Preference Shares of £1 each,
1,000,000 4 per cent. Second Preference Shares of £1 each, and

24,000,000 Ordinary Shares of 50p each.

1969 The Capital was increased to £25,000,000 by the creation of 22,000,000 new Ordinary Shares of 50p each.

1973 The Capital was increased to £30,000,000 by the creation of 10,000,000 new Ordinary Shares of 50p each.

The Ordinary Capital was re-organised by sub-dividing the 56,000,000 Ordinary Shares of 50p each into 112,000,000 Ordinary Shares of 25p each.

1975 The Capital was increased to £45,000,000 by the creation of 60,000,000 new Ordinary Shares of 25p each.

1977 By means of a Scheme of Arrangement the Capital was reduced to £43,000,000 by the cancellation of the 1,000,000 4 per cent. Preference Shares of £1 each and the 1,000,000 4 per cent. Second Preference Shares of £1 each and was increased to its former figure of £45,000,000 by the creation of 8,000,000 new Ordinary Shares of 25p each.

1979 By means of a Scheme of Arrangement the whole of the issued Capital of the Company was acquired by Eagle Star Holdings Limited and holders of the Shares in the Company received an equal number of shares in Eagle Star Holdings Limited.

No. 32051

EAGLE STAR INSURANCE COMPANY LIMITED

At an Extraordinary General Meeting of the above named Company duly convened and held at 1, Threadneedle Street, London, EC2R 8BE, on Wednesday 26th June 1985, the following resolution was duly passed as a Special Resolution.

SPECIAL RESOLUTION

THAT the provisions of the Memorandum of Association of the Company with respect to its objects be and are hereby altered —

(a) by re-lettering the existing sub-clauses (Z) and (AA) of Clause 3 as (AA) and (BB) respectively; and

(b) by adding the following new sub-clause to be lettered (Z) to Clause 3, namely,

"(Z) To enter into any guarantee, contract of indemnity or suretyship whether by personal covenant or by mortgage or charge on all or any part of the undertaking, property or assets of the Company (including its uncalled capital) and in particular (but without prejudice to the generality of the foregoing) with or without consideration to guarantee or give security as aforesaid for the payment of any principal monies, premiums, interest and other monies secured by or payable under any obligations or securities of any company which is (within the meaning of Section 154 of the Companies Act 1948) in relation to the Company a holding company or a subsidiary company or a subsidiary company of any such holding company."

D. M. Mountain
Chairman and Managing Director

The Companies Acts, 1862 to 1981

COMPANY LIMITED BY SHARES

Memorandum of Association

of EAGLE STAR INSURANCE COMPANY LIMITED

(As amended by Special Resolution passed on 26th June 1985)

1. The name of the Company is "EAGLE STAR INSURANCE COMPANY LIMITED".
2. The Registered Office of the Company will be situate in England.
3. The objects for which the Company is established are:—

(A) To carry on all kinds of insurance and assurance business, all kinds of re-insurance and re-assurance business, all kinds of counter-insurance and counter-assurance business, all kinds of guarantee and indemnity business and all kinds of counter-guarantee and counter-indemnity business and, in particular and without prejudice to the generality of the foregoing words, to carry on business of the following classes:—

(i) Life assurance, annuity, sinking fund and capital redemption,

(ii) Fire, insurance,

(iii) Accident insurance,

(iv) Employers' liability and workmen's compensation insurance,

(v) Motor vehicle insurance,

(vi) Marine, aviation and transit insurance

in all forms and branches whether now known or hereafter to be devised.

(B) To grant or effect assurances of all kinds securing payment of money, by way of a single payment or by several payments or by immediate or deferred annuities or otherwise, upon the happening of all or any of the following events: the death or marriage or birth or survivorship or failure of issue or the attainment of a given age by any person or persons or the expiration of any fixed or ascertainable period or the occurrence of any contingency or event which would or might be taken to affect any kind of interest of any person or persons in any property or other person or persons.

(C) To grant annuities of all kinds, whether dependent on human life or otherwise, and whether perpetual or terminable, immediate or deferred, absolute, contingent or otherwise, and to receive money on deposit at interest returnable by instalments or otherwise.

(D) To contract with leaseholders, borrowers, lenders, annuitants and others for the establishment, accumulation, provision and payment of sinking funds, redemption funds, depreciation funds and any other funds either in consideration of a lump sum or of an annual premium or otherwise.

(E) To grant insurances against every kind of loss, damage or injury caused by or consequential upon fire, lightning, hail, storm, tempest, flood, earthquake, explosion, naval or military or aerial operations, civil disturbance, usurped power or riot or the quelling thereof, transit by land or water or air, or other misfortune howsoever occurring and to grant insurances against any liabilities to third parties associated with the beforementioned perils.

(F) To grant insurance or guarantees against every kind of misadventure (including loss, damage or injury caused by or suffered by boilers and engineering installations or any other kind of property), accident, mortality, sickness, climatic conditions, burglary, theft or embezzlement or acts of negligence, error or omission, and against loss, damage or injury consequential upon transit by any means whatsoever, the making of calls upon shares, the diminution of dividends or income, the loss or forefeiture of licences, leases, other property and rights or the acceptance or incomplete discharge of obligations created by contracts or undertakings or transactions or by the operation of law or otherwise and to grant insurances against any liabilities to third parties associated with the beforementioned perils.

(G) To grant insurances against loss of or damage to or arising out of or in connection with the use of mechanically propelled vehicles and the third party risks arising therefrom.

(H) To grant insurances or to execute bonds or guarantees upon any type of ship, vessel or boat or aircraft or in relation thereto or arising therefrom, the machinery, tackle, furniture or equipment, the goods, mechandise or property of any description whatever on board, the freight or any other interest whatsoever, the risks incidental to construction, repair, landing, taking-off or docking, including third party risks, transit risks of all kinds and any other risks whatsoever.

(I) To give to any class or section of those who assure or have other dealings with the Company any rights over or in relation to any fund or funds, or a right to participate in the profits of the Company, or in the profits of any particular branch or part of its business, or any other special privileges, advantages or benefits, with power to vary the same.

(J) To establish agencies and branches and appoint agents and others to assist in the conduct or extension of the Company's business, and to regulate and discontinue the same.

(K) To act as agents for the issue of any bills, bonds, stock or shares, whether or not offered to the public for subscription, and to guarantee the subscription of any such securities or shares, and to act as trustee, executor or administrator with or without remuneration, and to undertake trusts of all kinds and the conduct of any business connected with trusts of any description or the estates of deceased persons, and to receive for safe custody any kind of property.

(L) To carry on directly or indirectly any other business which may seem to the Company capable of being conveniently carried on in connection with or in addition to any of the above-mentioned businesses or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property, rights or businesses for the time being.

(M) To acquire and undertake the whole or any part of the business, property and liabilities of any person or company carrying on any business which the Company is authorised to carry on, or possessed of property suitable for the purposes of this Company.

(N) To enter into partnership or any arrangement for sharing profits or joint adventure with any person, persons or company carrying on or about to carry on any business which this Company is authorised to carry on, or any business capable of being conducted so as directly or indirectly to benefit this Company, and to acquire or join in acquiring any such business, and to amalgamate with any other company having objects altogether or in part similar to those of this Company.

(O) To purchase, take on lease or in exchange, hire, subscribe for otherwise acquire, and to hold and deal with any property, real or personal, and any interests, rights, privileges or obligations of or in any company.

(P) To make, draw, accept, endorse, negotiate, discount, buy, sell and deal in bills, notes and other negotiable or transferable instruments.

(Q) To borrow and secure the payment of money in such manner and on such terms as the Directors may deem expedient and to mortgage or charge the undertaking and all or any part of the property and rights of the Company, present or future, including uncalled capital and to issue on such terms as may be thought expedient, debentures or debenture stock, perpetual or redeemable.

(R) To lend money either with or without security to any person or company and to guarantee the performance of contracts or the payment of debts or liabilities by any person or company.

(S) To pay for any business, property or rights acquired or agreed to be acquired by this Company and generally to satisfy any obligation of this Company by the issue or transfer of shares of this or any other company credited as fully or partly paid up, or of debentures or other securities of this or any other company.

(T) To sell, exchange, let, develop, dispose of, or otherwise deal with the undertaking, or all or any part of the property of this Company, upon such terms and for such price or other consideration of any kind as the Company may think fit.

(U) To promote or assist in or contract with any person or company for the promotion of any company or companies, for the purpose of acquiring all or any of the property and liabilities of this Company or for any other purpose, and to take or otherwise acquire and hold shares debentures or other securities of any such company, and to subsidise or otherwise assist any such company, and to procure the registration or incorporation of any such company in or under the laws of any place outside England.

(V) To remunerate or make donations to any person or company for services rendered or to be rendered to the Company.

(W) To invest and deal with the moneys of the Company not immediately required, upon such securities and in such manner as may from time to time be determined by the Directors.

(X) To distribute among the Members or any class or classes of Members of the Company in specie any property of the Company.

(Y) To establish and support funds or institutions calculated to benefit directors, officers or ex-officers or employees or ex-employees of the Company or of any subsidiary company or of their predecessors in business or the dependants or connections of such persons and to grant to such persons pensions, allowances, gratuities or other benefits and to support or subscribe to any charitable or public institutions, clubs, societies or funds.

(Z) To enter into any guarantee, contract of indemnity or suretyship whether by personal convenant or by mortgage or charge on all or any part of the undertaking, property or assets of the Company (including its uncalled capital) and in particular (but without prejudice to the generality of the foregoing) with or without consideration to guarantee or give security as aforesaid for the payment of any principal monies, premiums, interest and other monies secured by or payable under any obligations or securities of any company which is (within the meaning of Section 154 of the Companies Act 1948) in relation to the Company a holding company or a subsidiary company or a subsidiary company of any such holding company.

(AA) To do all or any of the above things in any part of the world as principals or agents, contractors, trustees or otherwise and by or through trustees, attorneys or agents and either alone or in conjunction with others, and to procure the Company to be registered or recognised in any foreign country or place.

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

And it is hereby declared that the word "company" in this Clause, except where used in reference to this Company, shall be deemed to include any person or partnership or other body of persons, whether incorporated or not incorporated and whether domiciled in the United Kingdom or elsewhere, and that the objects specified in each paragraph of this Clause, except where otherwise expressed in such paragraph, shall be separate and independent main objects of the Company and shall not be limited or restricted by reference to 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 £45,000,000 divided into 180,000,000 Ordinary Shares of 25p each.

6. Any shares of which the original or increased capital of the Company may from time to time consist, may be guaranteed or have any special privilege or advantage or may be deferred, and may be issued on such special conditions as to priority or postponement either for dividends or for repayment of principal, or as to voting power and otherwise as the Company may from time to time determine.

* See capital history.

No. 82051

EAGLE STAR INSURANCE COMPANY LIMITED

At an Extraordinary General Meeting of the above named Company duly convened and held at 1, Threadneedle Street, London, EC2R 8BE, on 17th September 1980, the following resolution was duly passed as a Special Resolution.

SPECIAL RESOLUTION

That the regulations contained in the document submitted to this meeting and for the purpose of identification signed by the Chairman thereof be adopted as the Articles of Association of the Company in substitution for and to the exclusion of all existing Articles of Association.

D. M. Mountain
Chairman and Managing Director

No. 82051

The Companies Acts, 1862 to 1981

COMPANY LIMITED BY SHARES

New Articles of Association

of EAGLE STAR INSURANCE COMPANY LIMITED

(Adopted by Special Resolution passed on 17th September 1980)

PRELIMINARY

1. The regulations contained or incorporated in Part II of Table A in the First Schedule to the Companies Act 1948 (which Table is hereinafter referred to as "Table A") shall apply to the Company so far as the same are not excluded or varied hereby.

2. Regulations 75-77 (inclusive) 87, 89-97 (inclusive), 101, 106-109 (inclusive), and 136 of Part I of Table A shall not apply to the Company.

SHARES

3. The shares shall be at the disposal of the Directors, who may allot, grant options over, or otherwise deal with or dispose of them subject to Regulation 2 of Part II of Table A to such persons, at such times and generally on such terms and conditions as they think proper, but so that no shares shall be issued at a discount except in accordance with Section 57 of the Act.

4. The lien conferred by Regulation 11 of Part I of Table A shall attach to fully paid up shares and to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole registered holder thereof or one of several joint holders.

TRANSFER OF SHARES

5. In Regulation 22 of Part I of Table A the words "and transferee" immediately following the words "the transferor" shall not apply to the Company.

PROCEEDINGS AT GENERAL MEETINGS

6. A poll shall be taken whenever directed by the Chairman or demanded by one or more Members entitled to vote and Regulation 58 of Part I of Table A shall be modified accordingly.

NUMBER OF DIRECTORS

7. There shall be no maximum or minimum number of Directors, and while there is only one Director, he may exercise all the powers of the Directors without the necessity of a meeting.

REMUNERATION OF DIRECTORS

8. Each of the Directors shall (subject to the provisions of any contract of service between him and the Company) be entitled to such yearly sum (if any) as may be fixed by the Directors for him by way of remuneration for his services. Any such remuneration shall be deemed to accrue from day to day and shall be apportionable accordingly.

9. The Directors may grant special remuneration to any Director who, being called upon, shall perform any special or extra services to or at the request of the Company. Such special remuneration may be made payable to such Director in addition to or in substitution for his ordinary remuneration as a Director.

EXECUTIVE DIRECTORS

10. (A) The Board may from time to time appoint one or more of their body to be an Executive Director under such title and on such terms as to remuneration and otherwise and for such period as they may determine, and a person so appointed is in these Articles referred to as an "Executive Director".

(B) The apointment of any Director to be an Executive Director shall be subject to termination if he ceases from any cause to be a Director, unless the contract or resolution under which he holds office shall expressly state otherwise but without prejudice to any claim he may have for damages for breach of any contract of service between him and the Company.

11. The Board may entrust to and confer upon any Executive Director any of the powers exercisable by them as Directors upon such terms and conditions and with such restrictions as they think fit, and either collaterally with or to the exclusion of their own powers and may from time to time revoke, withdraw, alter, or vary all or any of such powers.

BORROWING POWERS

12. The proviso to Regulation 79 of Part I of Table A shall not apply to the Company.

OTHER POWERS AND DUTIES OF DIRECTORS

13. The Board may establish any local boards or agencies for managing any of the affairs of the Company, either in the United Kingdom or elsewhere, and may appoint any persons to be members of such local boards or any managers or agents, and may fix their remuneration, and may delegate to any local board, manager or agent any of the powers authorities and discretions vested in the Board (other than the power to make calls), with power to sub-delegate and may authorise the members of any local board, or any of them, to fill any vacancies therein, and to act notwithstanding vacancies, and any such appointment or delegation may be made upon such terms and subject to such conditions as the Board may think fit, and the Board may remove any person so appointed, and may annul or vary any such delegation, but no person dealing in good faith and without notice of any such annulment or variation shall be affected thereby.

14. A Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout and he shall be counted in any quorum and, if he shall vote, his vote shall be counted when any such contract arrangement or matter is under consideration and paragraphs (2) and (4) of Regulation 84 of Part I of Table A shall not apply to the Company.

15. (A) The Board may grant such pensions, allowances, gratuities or other benefits to any persons or their wives, children or relatives or to the widows or dependents of any deceased persons in respect of services rendered by such persons or deceased persons to the Company or any subsidiary company as Directors or managers or in any other offices or employment under the Company or any such subsidiary as they may from time to time consider expedient in the interest of the Company or any such subsidiary. Any such pensions or allowances may be of such amounts and be granted for such periods as the Board considers advisable, either for a life or lives or for a definite period or for a period terminable on the happening of any contingency or event, and generally on such terms and conditions as the Board may think fit, and a pension may be granted to any officer or employee either before or in anticipation of or upon or at any time after actual retirement, and the right of the grantee to receive a pension or benefit so granted shall not be affected by his being appointed or continuing in office as a Director and receiving remuneration as such.

(B) The Board may provide out of the Company's moneys and vest in trustees upon trusts appropriate for the purpose, funds for providing for the payment of any pensions, allowances, gratuities or other benefits granted as aforesaid, and may also establish and contribute out of the Company's moneys to any schemes or funds under which officers and employees of the Company (including Directors holding other offices or employment) their wives, children, relatives, widows or dependents, will or may become entitled to receive pensions, allowances, life assurance and other benefits on retirement or death after a certain length of service.

16. The Board may from time to time elect from its members including any Executive Directors a Chairman and one or more Deputy Chairmen and determine the period for which each of them is to hold office respectively. The Chairman or in his absence, any Deputy Chairman shall preside at its meetings but if no such Chairman or Deputy Chairman be elected or if at any meeting the Chairman or any Deputy Chairman be not present within five minutes after the time appointed for holding the same, the Board shall choose one of its number to be a chairman of such meeting.

17. The last twenty-six words of Regulation 86 of Part I of Table A shall not apply to the Company.

DISQUALIFICATION OF DIRECTORS

18. The office of Director shall not be vacated pursuant to paragraph (f) of Regulation 88 of Part I of Table A unless and until the Directors pass a resolution that the Director in question has vacated office.

APPOINTMENT AND REMOVAL OF DIRECTORS

19. The Directors shall have power at any time and from time to time to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors.

20. Without prejudice to the last preceding Article the Company may by Ordinary Resolution appoint any person to be a Director either to fill a casual vacancy or as an additional Director.

21. The provisions of Section 185 of the Act shall not apply to the Company.

22. Without prejudice to the power of the Company under Section 184 of the Act to remove a Director by Ordinary Resolution the Company may by Extraordinary Resolution remove any Director and may by Ordinary Resolution appoint another Director in his stead.

ALTERNATE DIRECTORS

23. Any Director may by writing under his hand left at the Registered Office of the Company at any time appoint any other Director or appoint any person (who shall not be entitled to receive any remuneration from the Company but shall otherwise be subject to the provisions of these presents with regard to Directors) to be an alternate Director in his place, and every such alternate Director, subject to his giving the Company an address within the United Kingdom at which notices may be served upon him, shall be entitled to receive notices of all meetings of the Board and to attend and vote as a Director at any such meeting at which the Director appointing him is not personally present. In the absence of his appointor from England any such alternate Director generally shall have and exercise all the powers, rights, duties and authorities of the Director appointing him. Providing always that no such appointment of any person not being a Director shall be operative unless and until the approval of a majority of the Directors for the time being shall have been given. Any Director who is appointed as an alternate Director shall be entitled to vote at a meeting of the Directors on behalf of the Director so appointing him as distinct from the vote to which he is entitled in his own capacity as a Director of the Company and shall also be considered as two Directors for the purpose of making a quorum of Directors. A Director may at any time revoke the appointment of an alternate Director appointed by him and (subject to such approval as aforesaid) appoint another person in his place, and if a Director shall die or cease to hold the office of Director the appointment of his alternate Director shall thereupon cease and determine. Any revocation under this Article shall be effected by notice in writing under the hand of the Director making the same and any such notice if left at the Registered Office of the Company shall be sufficient evidence of such revocation.

PROCEEDINGS OF DIRECTORS

24. A resolution in writing signed by all the Directors for the time being entitled to receive notice of a meeting of the Board or (in the case of a Committee of the Board) all the members of such Committee shall be as effective for all purposes as a resolution passed at a meeting of the Board or of such Committee duly convened and held and may consist of several documents in the like form each signed by one or more of the Directors or the members of such Committee.

SECRETARY

25. The Directors shall from time to time appoint and may remove a Secretary or Joint Secretaries and may appoint and remove one or more Deputy or Assistant Secretaries.

26. A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary, but any such provision requiring or authorising a thing to be done by or to the Secretary shall be satisfied by its being done by or to any one Joint or Deputy or Assistant Secretary.

THE SEAL

27. (A) Subject as hereinafter provided Regulation 113 of Part I of Table A shall not apply to the Company. The Directors shall provide for the safe custody of the Seal, which shall be used and affixed in accordance with regulations made by the Directors. But if such regulations shall not be made, Regulation 113 of Part I of Table A shall apply to the Company.

(B) All policies, contracts of assurance, bonds, guarantees, indemnities, consents and undertakings may be in such form and contain such powers, provisos, conditions, covenants, clauses and agreement as the Board shall think fit, and it shall not be necessary for the same or any of them to be sealed with the Seal but the same and any other deeds and documents, which the Board resolve shall not be sealed, shall be signed by the Secretary or such other person or persons and in such manner as the Board may from time to time determine.

NOTICES

28. In Regulation 131 of Part I of Table A the words "in the case of a notice of a meeting" and all the words after the words "the letter containing the same is posted" shall be omitted.

INDEMNITY

29. Every Director, Executive Director, agent, Auditor, Secretary or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities (including any such liability as is mentioned in paragraph (b) of the proviso to Section 205 of the Act) which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by the said Section.

No. 82051

The Companies Acts, 1862 to 1981

COMPANY LIMITED BY SHARES

Memorandum

and

New Articles of Association

of EAGLE STAR INSURANCE COMPANY LIMITED
(Adopted 17th September 1980)

Incorporated the 15th September 1904

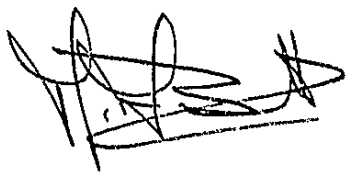
No.82051

EAGLE STAR INSURANCE COMPANY LIMITED

At an Extraordinary General Meeting of the above-named Company duly convened and held at 1 Threadneedle Street, London EC2, on 1 February 1988, the following resolution was duly passed as a Special Resolution:

SPECIAL RESOLUTION

THAT the Bill now before Parliament intituled "A Bill to authorise the removal of restrictions attaching to part of the former burial ground and church of Saint Benet Fink (otherwise known as Saint Benet Fink) in the city of London; to authorise the use thereof for other purposes; and for purposes connected therewith" be and is hereby approved subject to such additions, alterations and variations as Parliament may think fit to make therein and as may be approved by the directors.



M A BUTT
Chairman

Company No: 82051

EAGLE STAR INSURANCE COMPANY LIMITED

At an Extraordinary General Meeting of the above - named Company held at 60 St. Mary Axe, London EC3A 8JQ, on 24th May 1990 the following Resolution was duly passed as a Special Resolution:

Special Resolution

THAT the provisions of the Memorandum of Association of the Company be altered by deleting sub-clause (T) of clause 3 thereof and substituting therefor the following sub-clause, namely -

(T) To sell, exchange, let, develop, dispose of, or otherwise deal with all or any part of the undertaking and property of the Company, upon such terms and for such price or other consideration of any kind as the Company may think fit; and without prejudice to the foregoing, and, for the avoidance of doubt, as a separate and independent main object of the Company, by any means and on any terms whatsoever to transfer or dispose of the whole or any part of the long term business of the Company, whether carried on in the United Kingdom or elsewhere, to Eagle Star Life Assurance Company Limited.

M A Butt
Chairman

COMPANIES HOUSE
02JUN1990
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No. 82051

The Companies Acts, 1862 to 1981

COMPANY LIMITED BY SHARES

Memorandum

and

New Articles of Association

of EAGLE STAR INSURANCE COMPANY LIMITED
(Adopted 17th September 1980)

Incorporated the 15th September 1904

Certified to be a true copy

ASSISTANT SECRETARY

No. 82051

THE COMPANIES ACTS

1948 to 1967

I hereby certify that EAGLE STAR INSURANCE COMPANY LIMITED (originally called BRITISH DOMINIONS MARINE INSURANCE CO., LIMITED which name was changed on 9th February 1911 to BRITISH DOMINIONS GENERAL INSURANCE COMPANY, LIMITED which name was changed on 24th May 1917 to EAGLE AND BRITISH DOMINIONS INSURANCE COMPANY LIMITED which name was changed on 5th December 1917 to EAGLE, STAR AND BRITISH DOMINIONS INSURANCE COMPANY LIMITED which name was changed on 1st May 1937 to EAGLE STAR INSURANCE COMPANY LIMITED each change having been made by Special Resolution and with the approval of the Board of Trade) was Incorporated under the Companies Acts 1862 to 1900 as a Limited Company on 15th September 1904.

Given under my hand at London the 28th February 1977

L. G. REARDON

Assistant Registrar of Companies

EAGLE STAR INSURANCE COMPANY LIMITED

CAPITAL HISTORY

1904 The Company was incorporated with Capital of £600,000 divided into 200,000 shares of £3 each.

1905, 1908, 1911 A total of 41,000 shares were designated 6 per cent. Cumulative Preference Shares

1915 The Capital was increased to £1,000,002 by the creation of 133,334 additional Ordinary Shares of £3 each.

1916 The Capital was increased to £3,000,000 by the creation of 559,558 Preferred Ordinary Shares of £3 each, and 107,109 additional Ordinary Shares of £3 each.

1933 The 41,000 6 per cent. Cumulative Preference Shares of £3 each were sub-divided into 123,000 4 per cent. Cumulative Preference Shares of £1 each.

1933 The Capital was increased to £3,900,000 by the creation of 877,000 4 per cent. Cumulative Preference Shares of £1 each, and 23,000 unclassified Shares of £1 each.

1934 The Capital was increased to £5,067,868 by the creation of 1,000,000 4 per cent. Second Cumulative Preference Shares of £1 each, and 55,956 additional Preferred Ordinary Shares of £3 each.

1936 The Capital was increased to £5,500,000 by the creation of 144,044 additional Ordinary Shares of £3 each.

1937 By means of a Scheme of Arrangement the 543,486 Ordinary Shares of £3 each were re-organised as follows:—

291,831	were sub-divided into 1,750,986 Ordinary Shares of 50p each.
52,250	were consolidated and then sub-divided to produce 62,700 Ordinary Shares of 50p each and 41,800 Ordinary Shares of £3 each.
60,000	were consolidated and then sub-divided to produce 36,000 Ordinary Shares of 50p each and 54,000 Ordinary Shares of £3 each.
77,313	were sub-divided into 463,878 Ordinary Shares of 50p each, and
62,092	remained unaltered.

1956 By means of a Scheme of Arrangement the capital was reorganised as follows:—

(a) The Capital was reduced to £3,289,501 divided into:—

1,000,000 4 per cent. Cumulative Preference Shares of £1 each,

1,000,000 4 per cent. Second Cumulative Preference Shares of £1 each,

651,514 Preferred Ordinary Shares of 50p each,

2,471,450 Ordinary Shares of 50p each,

6 Ordinary Shares of 5p each,

23,000 unclassified Shares of £1 each,

(b) (i) 615,514 Preferred Ordinary Shares of 5p each were converted into the same number of Ordinary Shares of 5p each, making a total with the pre-existing 6 Ordinary Shares of 615,520 such Shares; every 10 of such Shares were converted into 1 Ordinary Share of 50p (producing a total of 61,552 Ordinary Shares of 50p each),

(ii) the 23,000 unclassified Shares of £1 each were sub-divided into 46,000 unclassified Shares of 50p each,

(c) The Capital was increased to its former figure of £5,500,000 by the creation of 3,466,998 Ordinary Shares of 50p each, and 954,000 unclassified Shares of 50p each.

Note: As the result of these changes the Capital was £5,500,000 divided into:-

1,000,000 4 per cent. Preference Shares of £1 each,

1,000,000 4 per cent. Second Preference Share of £1 each,

6,000,000 Ordinary Shares of 50p each,

1,000,000 unclassified Shares of 50p each.

1959 The Capital was increased to £14,000,000 by the creation of 17,000,000 new Ordinary Shares of 50p each. The 1,000,000 unclassified Shares of 50p each were designated Ordinary Shares of 50p each.

Note: As the result of these changes the Capital was £14,000,000 divided into:—

1,000,000 4 per cent. Preference Shares of £1 each,
1,000,000 4 per cent. Second Preference Shares of £1 each, and

24,000,000 Ordinary Shares of 50p each.

1969 The Capital was increased to £25,000,000 by the creation of 22,000,000 new Ordinary Shares of 50p each.

1973 The Capital was increased to £30,000,000 by the creation of 10,000,000 new Ordinary Shares of 50p each.

The Ordinary Capital was re-organised by sub-dividing the 56,000,000 Ordinary Shares of 50p each into 112,000,000 Ordinary Shares of 25p each.

1975 The Capital was increased to £45,000,000 by the creation of 60,000,000 new Ordinary Shares of 25p each.

1977 By means of a Scheme of Arrangement the Capital was reduced to £43,000,000 by the cancellation of the 1,000,000 4 per cent. Preference Shares of £1 each and the 1,000,000 4 per cent. Second Preference Shares of £1 each and was increased to its former figure of £45,000,000 by the creation of 8,000,000 new Ordinary Shares of 25p each.

1979 By means of a Scheme of Arrangement the whole of the issued Capital of the Company was acquired by Eagle Star Holdings Limited and holders of the Shares in the Company received an equal number of shares in Eagle Star Holdings Limited.

No. 82051

EAGLE STAR INSURANCE COMPANY LIMITED

At an Extraordinary General Meeting of the above named Company duly convened and held at 1, Threadneedle Street, London, EC2R 8BE, on Wednesday 26th June 1985, the following resolution was duly passed as a Special Resolution.

SPECIAL RESOLUTION

THAT the provisions of the Memorandum of Association of the Company with respect to its objects be and are hereby altered —

(a) by re-lettering the existing sub-clauses (Z) and (AA) of Clause 3 as (AA) and (BB) respectively; and

(b) by adding the following new sub-clause to be lettered (Z) to Clause 3, namely,

"(Z) To enter into any guarantee, contract of indemnity or suretyship whether by personal covenant or by mortgage or charge on all or any part of the undertaking, property or assets of the Company (including its uncalled capital) and in particular (but without prejudice the generality of the foregoing) with or without consideration to guarantee or give security as aforesaid for the payment of any principal monies, premiums, interest and other monies secured by or payable under any obligations or securities of any company which is (within the meaning of Section 154 of the Companies Act 1948) in relation to the Company a holding company or a subsidiary company or a subsidiary company of any such holding company."

D. M. Mountain
Chairman and Managing Director

No.82051

EAGLE STAR INSURANCE COMPANY LIMITED

At an Extraordinary General Meeting of the above-named Company duly convened and held at 1 Threadneedle Street, London EC2, on 1 February 1988, the following resolution was duly passed as a Special Resolution:

SPECIAL RESOLUTION

THAT the Bill now before Parliament intituled "A Bill to authorise the removal of restrictions attaching to part of the former burial ground and church of Saint Benet Fink (otherwise known as Saint Benet Fink) in the city of London; to authorise the use thereof for other purposes; and for purposes connected therewith" be and is hereby approved subject to such additions, alterations and variations as Parliament may think fit to make therein and as may be approved by the directors.

M A BUTT
Chairman

Company No: 82051

EAGLE STAR INSURANCE COMPANY LIMITED

At an Extraordinary General Meeting of the above - named Company held at 60 St. Mary Axe, London EC3A 8JQ, on 24th May 1990 the following Resolution was duly passed as a Special Resolution:

Special Resolution

THAT the provisions of the Memorandum of Association of the Company be altered by deleting sub-clause (T) of clause 3 thereof and substituting therefor the following sub-clause, namely -

(T) To sell, exchange, let, develop, dispose of, or otherwise deal with all or any part of the undertaking and property of the Company, upon such terms and for such price or other consideration of any kind as the Company may think fit; and without prejudice to the foregoing, and, for the avoidance of doubt, as a separate and independent main object of the Company, by any means and on any terms whatsoever to transfer or dispose of the whole or any part of the long term business of the Company, whether carried on in the United Kingdom or elsewhere, to Eagle Star Life Assurance Company Limited.

M A Butt
Chairman

The Companies Acts, 1862 to 1981

COMPANY LIMITED BY SHARES

Memorandum of Association

of EAGLE STAR INSURANCE COMPANY LIMITED

(As amended by Special Resolution passed on 26th June 1985)

1. The name of the Company is "EAGLE STAR INSURANCE COMPANY LIMITED".
2. The Registered Office of the Company will be situate in England.
3. The objects for which the Company is established are:—

(A) To carry on all kinds of insurance and assurance business, all kinds of re-insurance and re-assurance business, all kinds of counter-insurance and counter-assurance business, all kinds of guarantee and indemnity business and all kinds of counter-guarantee and counter-indemnity business and, in particular and without prejudice to the generality of the foregoing words, to carry on business of the following classes:—

(i) Life assurance, annuity, sinking fund and capital redemption,

(ii) Fire, insurance,

(iii) Accident insurance,

(iv) Employers' liability and workmen's compensation insurance,

(v) Motor vehicle insurance,

(vi) Marine, aviation and transit insurance

in all forms and branches whether now known or hereafter to be devised.

(B) To grant or effect assurances of all kinds securing payment of money, by way of a single payment or by several payments or by immediate or deferred annuities or otherwise, upon the happening of all or any of the following events: the death or marriage or birth or survivorship or failure of issue or the attainment of a given age by any person or persons or the expiration of any fixed or ascertainable period or the occurrence of any contingency or event which would or might be taken to affect any kind of interest of any person or persons in any property or other person or persons.

(C) To grant annuities of all kinds, whether dependent on human life or otherwise, and whether perpetual or terminable, immediate or deferred, absolute, contingent or otherwise, and to receive money on deposit at interest returnable by instalments or otherwise.

(D) To contract with leaseholders, borrowers, lenders, annuitants and others for the establishment, accumulation, provision and payment of sinking funds, redemption funds, depreciation funds and any other funds either in consideration of a lump sum or of an annual premium or otherwise.

(E) To grant insurances against every kind of loss, damage or injury caused by or consequential upon fire, lightning, hail, storm, tempest, flood, earthquake, explosion, naval or military or aerial operations, civil disturbance, usurped power or riot or the quelling thereof, transit by land or water or air, or other misfortune howsoever occurring and to grant insurances against any liabilities to third parties associated with the beforementioned perils.

(F) To grant insurance or guarantees against every kind of misadventure (including loss, damage or injury caused by or suffered by boilers and engineering installations or any other kind of property), accident, mortality, sickness, climatic conditions, burglary, theft or embezzlement or acts of negligence, error or omission, and against loss, damage or injury consequential upon transit by any means whatsoever, the making of calls upon shares, the diminution of dividends or income, the loss or forefeiture of licences, leases, other property and rights or the acceptance or incomplete discharge of obligations created by contracts or undertakings or transactions or by the operation of law or otherwise and to grant insurances against any liabilities to third parties associated with the beforementioned perils.

(G) To grant insurances against loss of or damage to or arising out of or in connection with the use of mechanically propelled vehicles and the third party risks arising therefrom.

(H) To grant insurances or to execute bonds or guarantees upon any type of ship, vessel or boat or aircraft or in relation thereto or arising therefrom, the machinery, tackle, furniture or equipment, the goods, mechandise or property of any description whatever on board, the freight or any other interest whatsoever, the risks incidental to construction, repair, landing, taking-off or docking, including third party risks, transit risks of all kinds and any other risks whatsoever.

(I) To give to any class or section of those who assure or have other dealings with the Company any rights over or in relation to any fund or funds, or a right to participate in the profits of the Company, or in the profits of any particular branch or part of its business, or any other special privileges, advantages or benefits, with power to vary the same.

(J) To establish agencies and branches and appoint agents and others to assist in the conduct or extension of the Company's business, and to regulate and discontinue the same.

(K) To act as agents for the issue of any bills, bonds, stock or shares, whether or not offered to the public for subscription, and to guarantee the subscription of any such securities or shares, and to act as trustee, executor or administrator with or without remuneration, and to undertake trusts of all kinds and the conduct of any business connected with trusts of any description or the estates of deceased persons, and to receive for safe custody any kind of property.

(L) To carry on directly or indirectly any other business which may seem to the Company capable of being conveniently carried on in connection with or in addition to any of the above-mentioned businesses or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property, rights or businesses for the time being.

(M) To acquire and undertake the whole or any part of the business, property and liabilities of any person or company carrying on any business which the Company is authorised to carry on, or possessed of property suitable for the purposes of this Company.

(N) To enter into partnership or any arrangement for sharing profits or joint adventure with any person, persons or company carrying on or about to carry on any business which this Company is authorised to carry on, or any business capable of being conducted so as directly or indirectly to benefit this Company, and to acquire or join in acquiring any such business, and to amalgamate with any other company having objects altogether or in part similar to those of this Company.

(O) To purchase, take on lease or in exchange, hire, subscribe for otherwise acquire, and to hold and deal with any property, real or personal, and any interests, rights, privileges or obligations of or in any company.

(P) To make, draw, accept, endorse, negotiate, discount, buy, sell and deal in bills, notes and other negotiable or transferable instruments.

(Q) To borrow and secure the payment of money in such manner and on such terms as the Directors may deem expedient and to mortgage or charge the undertaking and all or any part of the property and rights of the Company, present or future, including uncalled capital and to issue on such terms as may be thought expedient, debentures or debenture stock, perpetual or redeemable.

(R) To lend money either with or without security to any person or company and to guarantee the performance of contracts or the payment of debts or liabilities by any person or company.

(S) To pay for any business, property or rights acquired or agreed to be acquired by this Company and generally to satisfy any obligation of this Company by the issue or transfer of shares of this or any other company credited as fully or partly paid up, or of debentures or other securities of this or any other company.

(T) To sell, exchange, let, develop, dispose of, or otherwise deal with all or any part of the undertaking and property of the Company, upon such terms and for such price or other consideration of any kind as the Company may think fit; and without prejudice to the foregoing, and, for the avoidance of doubt, as a separate and independent main object of the Company, by any means and on any terms whatsoever to transfer or dispose of the whole or any part of the long term business of the Company, whether carried on in the United Kingdom or elsewhere, to Eagle Star Life Assurance Company Limited.

(U) To promote or assist in or contract with any person or company for the promotion of any company or companies, for the purpose of acquiring all or any of the property and liabilities of this Company or for any other purpose, and to take or otherwise acquire and hold shares debentures or other securities of any such company, and to subsidise or otherwise assist any such company, and to procure the registration or incorporation of any such company in or under the laws of any place outside England.

(V) To remunerate or make donations to any person or company for services rendered or to be rendered to the Company.

(W) To invest and deal with the moneys of the Company not immediately required, upon such securities and in such manner as may from time to time be determined by the Directors.

(X) To distribute among the Members or any class or classes of Members of the Company in specie any property of the Company.

(Y) To establish and support funds or institutions calculated to benefit directors, officers or ex-officers or employees or ex-employees of the Company or of any subsidiary company or of their predecessors in business or the dependants or connections of such persons and to grant to such persons pensions, allowances, gratuities or other benefits and to support or subscribe to any charitable or public institutions, clubs, societies or funds.

(Z) To enter into any guarantee, contract of indemnity or suretyship whether by personal convenant or by mortgage or charge on all or any part of the undertaking, property or assets of the Company (including its uncalled capital) and in particular (but without prejudice to the generality of the foregoing) with or without consideration to guarantee or give security as aforesaid for the payment of any principal monies, premiums, interest and other monies secured by or payable under any obligations or securities of any company which is (within the meaning of Section 154 of the Companies Act 1948) in relation to the Company a holding company or a subsidiary company or a subsidiary company of any such holding company.

(AA) To do all or any of the above things in any part of the world as principals or agents, contractors, trustees or otherwise and by or through trustees, attorneys or agents and either alone or in conjunction with others, and to procure the Company to be registered or recognised in any foreign country or place.

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

And it is hereby declared that the word "company" in this Clause, except where used in reference to this Company, shall be deemed to include any person or partnership or other body of persons, whether incorporated or not incorporated and whether domiciled in the United Kingdom or elsewhere, and that the objects specified in each paragraph of this Clause, except where otherwise expressed in such paragraph, shall be separate and independent main objects of the Company and shall not be limited or restricted by reference to 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 £45,000,000 divided into 180,000,000 Ordinary Shares of 25p each.

6. Any shares of which the original or increased capital of the Company may from time to time consist, may be guaranteed or have any special privilege or advantage or may be deferred, and may be issued on such special conditions as to priority or postponement either for dividends or for repayment of principal, or as to voting power and otherwise as the Company may from time to time determine.

* See capital history.

No. 82051

EAGLE STAR INSURANCE COMPANY LIMITED

At an Extraordinary General Meeting of the above named Company duly convened and held at 1, Threadneedle Street, London, EC2R 8BE, on 17th September 1980, the following resolution was duly passed as a Special Resolution.

SPECIAL RESOLUTION

That the regulations contained in the document submitted to this meeting and for the purpose of identification signed by the Chairman thereof be adopted as the Articles of Association of the Company in substitution for and to the exclusion of all existing Articles of Association.

D. M. Mountain
Chairman and Managing Director

No. 82051

The Companies Acts, 1862 to 1981

COMPANY LIMITED BY SHARES

New Articles of Association

of EAGLE STAR INSURANCE COMPANY LIMITED

(Adopted by Special Resolution passed on 17th September 1980)

PRELIMINARY

1. The regulations contained or incorporated in Part II of Table A in the First Schedule to the Companies Act 1948 (which Table is hereinafter referred to as "Table A") shall apply to the Company so far as the same are not excluded or varied hereby.

2. Regulations 75-77 (inclusive) 87, 89-97 (inclusive), 101, 106-109 (inclusive), and 136 of Part I of Table A shall not apply to the Company.

SHARES

3. The shares shall be at the disposal of the Directors, who may allot, grant options over, or otherwise deal with or dispose of them subject to Regulation 2 of Part II of Table A to such persons, at such times and generally on such terms and conditions as they think proper, but so that no shares shall be issued at a discount except in accordance with Section 57 of the Act.

4. The lien conferred by Regulation 11 of Part I of Table A shall attach to fully paid up shares and to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole registered holder thereof or one of several joint holders.

TRANSFER OF SHARES

5. In Regulation 22 of Part I of Table A the words "and transferee" immediately following the words "the transferor" shall not apply to the Company.

PROCEEDINGS AT GENERAL MEETINGS

6. A poll shall be taken whenever directed by the Chairman or demanded by one or more Members entitled to vote and Regulation 58 of Part I of Table A shall be modified accordingly.

NUMBER OF DIRECTORS

7. There shall be no maximum or minimum number of Directors, and while there is only one Director, he may exercise all the powers of the Directors without the necessity of a meeting.

REMUNERATION OF DIRECTORS

8. Each of the Directors shall (subject to the provisions of any contract of service between him and the Company) be entitled to such yearly sum (if any) as may be fixed by the Directors for him by way of remuneration for his services. Any such remuneration shall be deemed to accrue from day to day and shall be apportionable accordingly.

9. The Directors may grant special remuneration to any Director who, being called upon, shall perform any special or extra services to or at the request of the Company. Such special remuneration may be made payable to such Director in addition to or in substitution for his ordinary remuneration as a Director.

EXECUTIVE DIRECTORS

10. (A) The Board may from time to time appoint one or more of their body to be an Executive Director under such title and on such terms as to remuneration and otherwise and for such period as they may determine, and a person so appointed is in these Articles referred to as an "Executive Director".

(B) The apointment of any Director to be an Executive Director shall be subject to termination if he ceases from any cause to be a Director, unless the contract or resolution under which he holds office shall expressly state otherwise but without prejudice to any claim he may have for damages for breach of any contract of service between him and the Company.

11. The Board may entrust to and confer upon any Executive Director any of the powers exercisable by them as Directors upon such terms and conditions and with such restrictions as they think fit, and either collaterally with or to the exclusion of their own powers and may from time to time revoke, withdraw, alter, or vary all or any of such powers.

BORROWING POWERS

12. The proviso to Regulation 79 of Part I of Table A shall not apply to the Company.

OTHER POWERS AND DUTIES OF DIRECTORS

13. The Board may establish any local boards or agencies for managing any of the affairs of the Company, either in the United Kingdom or elsewhere, and may appoint any persons to be members of such local boards or any managers or agents, and may fix their remuneration, and may delegate to any local board, manager or agent any of the powers authorities and discretions vested in the Board (other than the power to make calls), with power to sub-delegate and may authorise the members of any local board, or any of them, to fill any vacancies therein, and to act notwithstanding vacancies, and any such appointment or delegation may be made upon such terms and subject to such conditions as the Board may think fit, and the Board may remove any person so appointed, and may annul or vary any such delegation, but no person dealing in good faith and without notice of any such annulment or variation shall be affected thereby.

14. A Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout and he shall be counted in any quorum and, if he shall vote, his vote shall be counted when any such contract arrangement or matter is under consideration and paragraphs (2) and (4) of Regulation 84 of Part I of Table A shall not apply to the Company.

15. (A) The Board may grant such pensions, allowances, gratuities or other benefits to any persons or their wives, children or relatives or to the widows or dependents of any deceased persons in respect of services rendered by such persons or deceased persons to the Company or any subsidiary company as Directors or managers or in any other offices or employment under the Company or any such subsidiary as they may from time to time consider expedient in the interest of the Company or any such subsidiary. Any such pensions or allowances may be of such amounts and be granted for such periods as the Board considers advisable, either for a life or lives or for a definite period or for a period terminable on the happening of any contingency or event, and generally on such terms and conditions as the Board may think fit, and a pension may be granted to any officer or employee either before or in anticipation of or upon or at any time after actual retirement, and the right of the grantee to receive a pension or benefit so granted shall not be affected by his being appointed or continuing in office as a Director and receiving remuneration as such.

(B) The Board may provide out of the Company's moneys and vest in trustees upon trusts appropriate for the purpose, funds for providing for the payment of any pensions, allowances, gratuities or other benefits granted as aforesaid, and may also establish and contribute out of the Company's moneys to any schemes or funds under which officers and employees of the Company (including Directors holding other offices or employment) their wives, children, relatives, widows or dependents, will or may become entitled to receive pensions, allowances, life assurance and other benefits on retirement or death after a certain length of service.

16. The Board may from time to time elect from its members including any Executive Directors a Chairman and one or more Deputy Chairmen and determine the period for which each of them is to hold office respectively. The Chairman or in his absence, any Deputy Chairman shall preside at its meetings but if no such Chairman or Deputy Chairman be elected or if at any meeting the Chairman or any Deputy Chairman be not present within five minutes after the time appointed for holding the same, the Board shall choose one of its number to be a chairman of such meeting.

17. The last twenty-six words of Regulation 86 of Part I of Table A shall not apply to the Company.

DISQUALIFICATION OF DIRECTORS

18. The office of Director shall not be vacated pursuant to paragraph (f) of Regulation 88 of Part I of Table A unless and until the Directors pass a resolution that the Director in question has vacated office.

APPOINTMENT AND REMOVAL OF DIRECTORS

19. The Directors shall have power at any time and from time to time to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors.

20. Without prejudice to the last preceding Article the Company may by Ordinary Resolution appoint any person to be a Director either to fill a casual vacancy or as an additional Director.

21. The provisions of Section 185 of the Act shall not apply to the Company.

22. Without prejudice to the power of the Company under Section 184 of the Act to remove a Director by Ordinary Resolution the Company may by Extraordinary Resolution remove any Director and may by Ordinary Resolution appoint another Director in his stead.

ALTERNATE DIRECTORS

23. Any Director may by writing under his hand left at the Registered Office of the Company at any time appoint any other Director or appoint any person (who shall not be entitled to receive any remuneration from the Company but shall otherwise be subject to the provisions of these presents with regard to Directors) to be an alternate Director in his place, and every such alternate Director, subject to his giving the Company an address within the United Kingdom at which notices may be served upon him, shall be entitled to receive notices of all meetings of the Board and to attend and vote as a Director at any such meeting at which the Director appointing him is not personally present. In the absence of his appointor from England any such alternate Director generally shall have and exercise all the powers, rights, duties and authorities of the Director appointing him. Providing always that no such appointment of any person not being a Director shall be operative unless and until the approval of a majority of the Directors for the time being shall have been given. Any Director who is appointed as an alternate Director shall be entitled to vote at a meeting of the Directors on behalf of the Director so appointing him as distinct from the vote to which he is entitled in his own capacity as a Director of the Company and shall also be considered as two Directors for the purpose of making a quorum of Directors. A Director may at any time revoke the appointment of an alternate Director appointed by him and (subject to such approval as aforesaid) appoint another person in his place, and if a Director shall die or cease to hold the office of Director the appointment of his alternate Director shall thereupon cease and determine. Any revocation under this Article shall be effected by notice in writing under the hand of the Director making the same and any such notice if left at the Registered Office of the Company shall be sufficient evidence of such revocation.

PROCEEDINGS OF DIRECTORS

24. A resolution in writing signed by all the Directors for the time being entitled to receive notice of a meeting of the Board or (in the case of a Committee of the Board) all the members of such Committee shall be as effective for all purposes as a resolution passed at a meeting of the Board or of such Committee duly convened and held and may consist of several documents in the like form each signed by one or more of the Directors or the members of such Committee.

SECRETARY

25. The Directors shall from time to time appoint and may remove a Secretary or Joint Secretaries and may appoint and remove one or more Deputy or Assistant Secretaries.

26. A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary, but any such provision requiring or authorising a thing to be done by or to the Secretary shall be satisfied by its being done by or to any one Joint or Deputy or Assistant Secretary.

THE SEAL

27. (A) Subject as hereinafter provided Regulation 113 of Part I of Table A shall not apply to the Company. The Directors shall provide for the safe custody of the Seal, which shall be used and affixed in accordance with regulations made by the Directors. But if such regulations shall not be made, Regulation 113 of Part I of Table A shall apply to the Company.

(B) All policies, contracts of assurance, bonds, guarantees, indemnities, consents and undertakings may be in such form and contain such powers, provisos, conditions, covenants, clauses and agreement as the Board shall think fit, and it shall not be necessary for the same or any of them to be sealed with the Seal but the same and any other deeds and documents, which the Board resolve shall not be sealed, shall be signed by the Secretary or such other person or persons and in such manner as the Board may from time to time determine.

NOTICES

28. In Regulation 131 of Part I of Table A the words "in the case of a notice of a meeting" and all the words after the words "the letter containing the same is posted" shall be omitted.

INDEMNITY

29. Every Director, Executive Director, agent, Auditor, Secretary or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities (including any such liability as is mentioned in paragraph (b) of the proviso to Section 205 of the Act) which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by the said Section.

COMPANIES FORM No 123

G

Notice of increase

in nominal capital

123

Pursuant to section 123 of the Companies Act 1985

To the Registrar of Companies

For official use

Company Number 82051

Name of company

EAGLE STAR INSURANCE COMPANY LIMITED

gives notice in accordance with section 123 of the above Act that by resolution of the company dated 19 December 1991 the nominal capital of the company has been increased by £55000000.00 beyond the registered capital of £45000000.00.

A copy of the resolution authorising the increase is attached.

The conditions (eg voting rights, dividend rights, winding-up rights etc) subject to which the new shares have been or are to be issued are as follow:

To rank pari passu in all respects with the existing ordinary shares in the capital of the company.

Please tick if continuation sheet(s) are attached ☐

Signed [signature] Designation DIRECTOR Date 13.1.92

Presentor's name, address and reference (if any):

J A WILTSHIRE
60 St. Mary Axe
LONDON
EC3A 8JQ

CHAPP

For official use
General section

Post room

COMPANIES HOUSE
16 JAN 1992
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NUMBER OF COMPANY: 82051

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
RESOLUTIONS OF
EAGLE STAR INSURANCE COMPANY LIMITED

Passed this 19th day of December 1991

At an EXTRAORDINARY GENERAL MEETING of the Company, duly convened, and held on the 19th day of December 1991 the following resolutions numbered 1 and 2 were duly passed as Ordinary Resolutions, and resolution number 3 as a Special Resolution:-

(1) INCREASE IN AUTHORISED SHARE CAPITAL

IT WAS RESOLVED THAT the authorised share capital be and is hereby increased from £45,000,000 to £100,000,000 by the creation of an additional 220,000,000 ordinary shares of 25 pence each, ranking in all respects pari passu to the existing ordinary shares.

(2) AUTHORITY TO ALLOT SHARES

IT WAS RESOLVED THAT the Directors be and they are hereby generally and unconditionally authorised to exercise all the powers of the Company to allot relevant securities within the meaning of Section 80 of the Companies Act 1985 up to an aggregate nominal amount of £55,000,000 provided that the authority shall expire at the conclusion of the annual general meeting next following the date hereof unless and to the extent that such authority is renewed or extended prior to such date.

3. DISAPPLICATION OF PRE-EMPTION RIGHTS

IT WAS RESOLVED THAT in substitution for any existing authorities under Section 89 of the Companies Act 1985 the Directors be, and they are hereby granted power to allot equity securities within the meaning of Section 94 of the said Act as from time to time in force pursuant to the authority conferred by the resolution in the notice convening the meeting at which this resolution is passed or any renewal thereof as if sub-section (1) of Section 89 of the said Act did not apply to such allotment and the Company may at any time prior to the expiry of the power hereby conferred or any renewal thereof make any offer or agreement which would or might require such equity securities to be allotted after such expiry PROVIDED THAT the power hereby granted shall expire at the conclusion of the Annual General Meeting next following the date hereof unless renewed (with or without variation) by the Company by Special Resolution at any time and from time to time before the date on which it would otherwise have expired.

COMPANIES HOUSE
16 JAN 1992
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Chairman

8205l.

The Companies Act, 1985

COMPANY LIMITED BY SHARES

Memorandum of Association

of EAGLE STAR INSURANCE COMPANY LIMITED
(As amended by Special Resolution passed on 24th May 1990)

1. The name of the Company is "EAGLE STAR INSURANCE COMPANY LIMITED".

2. The Registered Office of the Company will be situate in England.

3. The objects for which the Company is established are:-

(A) To carry on all kinds of insurance and assurance business, all kinds of re-insurance and re-assurance business, all kinds of counter-insurance and counter-assurance business, all kinds of guarantee and indemnity business and all kinds of counter-guarantee and counter-indemnity business and, in particular and without prejudice to the generality of the foregoing words, to carry on business of the following classes:-

(i) Life assurance, annuity, sinking fund and capital redemption,

(ii) Fire, insurance,

(iii) Accident insurance,

(iv) Employers' liability and workmen's compensation insurance,

(v) Motor vehicle insurance,

(vi) Marine, aviation and transit insurance

in all forms and branches whether now known or hereafter to be devised.

COMPANIES HOUSE
16 JAN 1992
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(H) To grant insurances or to execute bonds or guarantees upon any type of ship, vessel or boat or aircraft or in relation thereto or arising therefrom, the machinery, tackle, furniture or equipment, the goods, merchandise or property of any description whatever on board, the freight or any other interest whatsoever, the risks incidental to construction, repair, landing, taking-off or docking, including third party risks, transit risks of all kinds and any other risks whatsoever.

(I) To give to any class or section of those who assure or have other dealings with the Company any rights over or in relation to any fund or funds, or a right to participate in the profits of the Company, or in the profits of any particular branch or part of its business, or any other special privileges, advantages or benefits, with power to vary the same.

(J) To establish agencies and branches and appoint agents and others to assist in the conduct or extension of the Company's business, and to regulate and discontinue the same.

(K) To act as agents for the issue of any bills, bonds, stock or shares, whether or not offered to the public for subscription, and to guarantee the subscription of any such securities or shares, and to act as trustee, executor or administrator with or without remuneration, and to undertake trusts of all kinds and the conduct of any business connected with trusts of any description or the estates of deceased persons, and to receive for safe custody any kind of property.

(L) To carry on directly or indirectly any other business which may seem to the Company capable of being conveniently carried on in connection with or in addition to any of the above-mentioned businesses or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property, rights or businesses for the time being.

(M) To acquire and undertake the whole or any part of the business, property and liabilities of any person or company carrying on any business which the Company is authorised to carry on, or possessed of property suitable for the purpose of this Company.

(N) To enter into partnership or any arrangement for sharing profits or joint adventure with any person, persons or company carrying on or about to carry on any business which this Company is authorised to carry on, or any business capable of being conducted so as directly or indirectly to benefit this Company, and to acquire or join in acquiring any such business, and to amalgamate with any other company having objects altogether or in part similar to those of this Company.

(B) To grant or effect assurances of all kinds securing payment of money, by way of a single payment or by several payments or by immediate or deferred annuities or otherwise, upon the happening of all or any of the following events: the death or marriage or birth or survivorship or failure of issue or the attainment of a given age by any person or persons or the expiration of any fixed or ascertainable period or the occurrence of any contingency or event which would or might be taken to affect any kind of interest of any person or persons in any property or other person or persons.

(C) To grant annuities of all kinds, whether dependent on human life or otherwise, and whether perpetual or terminable, immediate or deferred, absolute, contingent or otherwise, and to receive money on deposit at interest returnable by instalments or otherwise.

(D) To contract with leaseholders, borrowers, lenders, annuitants and others for the establishment, accumulation, provision and payment of sinking funds, redemption funds, depreciation funds and any other funds either in consideration of a lump sum or of an annual premium or otherwise.

(E) To grant insurances against every kind of loss, damage or injury caused by or consequential upon fire, lightning, hail, storm, tempest, flood, earthquake, explosion, naval or military or aerial operations, civil disturbance, usurped power or riot or the quelling thereof, transit by land or water or air, or other misfortune howsoever occurring and to grant insurances against any liabilities to third parties associated with the beforementioned perils.

(F) To grant insurance or guarantees against every kind of misadventure (including loss, damage or injury caused by or suffered by boilers and engineering installations or any other kind of property), accident, mortality, sickness, climatic conditions, burglary, theft or embezzlement or acts of negligence, error or omission, and against loss, damage or injury consequential upon transit by any means whatsoever, the making of calls upon shares, the diminution of dividends or income, the loss or forfeiture of licences, leases, other property and rights or the acceptance or incomplete discharge of obligations created by contracts or undertakings or transactions or by the operation of law or otherwise and to grant insurances against any liabilities to third parties associated with the beforementioned perils.

(G) To grant insurances against loss of or damage to or arising out of or in connection with the use of mechanically propelled vehicles and the third party risks arising therefrom.

(O) To purchase, take on lease or in exchange, hire, subscribe for otherwise acquire, and to hold and deal with any property, real or personal, and any interests, rights, privileges or obligations of or in any company.

(P) To make, draw, accept, endorse, negotiate, discount, buy, sell and deal in bills, notes and other negotiable or transferable instruments.

(Q) To borrow and secure the payment of money in such manner and on such terms as the Directors may deem expedient and to mortgage or charge the undertaking and all or any part of the property and rights of the Company, present or future, including uncalled capital and to issue on such terms as may be thought expedient, debentures or debenture stock, perpetual or redeemable.

(R) To lend money either with or without security to any person or company and to guarantee the performance of contracts or the payment of debts or liabilities by any person or company.

(S) To pay for any business, property or rights acquired or agreed to be acquired by this Company and generally to satisfy any obligation of this Company by the issue or transfer of shares of this or any other company credited as fully or partly paid up, or of debentures or other securities of this or any other company.

(T) To sell, exchange, let, develop, dispose of, or otherwise deal with all or any part of the undertaking and property of the Company, upon such terms and for such price or other consideration of any kind as the Company may think fit; and without prejudice to the foregoing, and, for the avoidance of doubt, as a separate and independent main object of the Company, by any means and on any terms whatsoever to transfer or dispose of the whole or any part of the long term business of the Company, whether carried on in the United Kingdom or elsewhere, to Eagle Star Life Assurance Company Limited.

(U) To promote or assist in or contract with any person or company for the promotion of any company or companies, for the purpose of acquiring all or any of the property and liabilities of this Company or for any other purpose, and to take or otherwise acquire and hold shares debentures or other securities of any such company, and to subsidise or otherwise assist any such company, and to procure the registration or incorporation of any such company in or under the laws of any place outside England.

(V) To remunerate or make donations to any person or company for services rendered or to be rendered to the Company.

(W) To invest and deal with the moneys of the Company not immediately required, upon such securities and in such manner as may from time to time be determined by the Directors.

(X) To distribute among the Members or any class or classes of Members of the Company in specie any property of the Company.

(Y) To establish and support funds or institutions calculated to benefit directors, officers or ex-officers or employees or ex-employees of the Company or of any subsidiary company or of their predecessors in business or the dependants or connections of such persons and to grant to such persons pensions, allowances, gratuities or other benefits and to support or subscribe to any charitable or public institutions, clubs, societies or funds.

(Z) To enter into any guarantee, contract of indemnity or suretyship whether by personal covenant or by mortgage or charge on all or any part of the undertaking, property or assets of the Company (including its uncalled capital) and in particular (but without prejudice to the generality of the foregoing) with or without consideration to guarantee or give security as aforesaid for the payment of any principal monies, premiums, interest and other monies secured by or payable under any obligations or securities of any company which is (within the meaning of Section 154 of the Companies Act 1948) in relation to the Company a holding company or a subsidiary company or a subsidiary company of any such holding company.

(AA) To do all or any of the above things in any part of the world as principals or agents, contractors, trustees or otherwise and by or through trustees, attorneys or agents and either alone or in conjunction with others, and to procure the Company to be registered or recognised in any foreign country or place.

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

And it is hereby declared that the word "company" in this Clause, except where used in reference to this Company, shall be deemed to include any person or partnership or other body of persons, whether incorporated or not incorporated and whether domiciled in the United Kingdom or elsewhere, and that the objects specified in each paragraph of this Clause, except where otherwise expressed in such paragraph, shall be separate and independent main objects of the Company and shall not be limited or restricted by reference to 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 £100,000,000 divided into 400,000,000 Ordinary Shares of 25p each.

6. Any shares of which the original or increased capital of the Company may from time to time consist, may be guaranteed or have any special privilege or advantage or may be deferred, and may be issued on such special conditions as to priority or postponement either for dividends or for repayment of principal, or as to voting power and otherwise as the Company may from time to time determine.

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* See capital history.

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COMPANY NO: 82051

The Companies Act 1985

Company Limited by Shares

EAGLE STAR INSURANCE COMPANY LIMTIED

On 14th December 1992 at an Extraordinary General Meeting of the Members of the above Company, the following Resolutions were passed:-

ORDINARY RESOLUTIONS

1. (a) That the authorised share capital of Eagle Star Insurance Company Limited be and is hereby increased from £100,000,000 to £500,000,000 and US$175,000,000 by the creation of 400,000,000 new Ordinary Shares of £1 each and 175,000,000 Cumulative Redeemable Convertible Preference Shares of US$1 each.

   (b) That the existing issued ordinary shares capital being 277,204,773 shares of £0.25 each be redesignated into 69,301,193.25 shares of £1 each.

2. That the Directors of the Company be generally and unconditionally authorised in accordance with Section 80 of the Companies Act 1985 to exercise all the powers of the Company to allot relevant securities up to an aggregate nominal amount of US$175,000,000 such authority to expire five years from the date of the passing of this Resolution, but to be capable of previous revocation or variation from time to time by the Company in general meeting and of renewal from time to time by the Company in general meeting for a further period not exceeding five years and to be in addition to, and without prejudice to, any and all previous authorities to allot relevant securities given to the Directors which shall remain in full force and effect. The authority conferred by this resolution shall enable the Company to make offers or agreements before the expiry of that authority, which would or might require relevant securities to be allotted after the expiry of such authority or power (provided that such allotments would fall within the said maximum limit) and the Directors may allot relevant securities in pursuance of any such offer or agreement as if such authority had not expired. For the purposes of this Resolution words and expressions defined in or for the purposes of the said Section 80 shall have the same meaning in this Resolution.

4 JAN 1993
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SPECIAL RESOLUTIONS

3. That the Directors of the Company be and they are hereby empowered pursuant to Section 95 of the Companies Act 1985 ("the Act") to allot equity securities (as defined in Section 94(2) of the Act) pursuant to the authority conferred by Ordinary Resolution No. 2 passed at the Extraordinary General Meeting at which this Resolution is passed, as if Section 89(1) of the Act did not apply to any such allotment. The power conferred by this Resolution shall enable the Company to make any offer or agreement

before the expiry of that power that would or might require equity securities to be allotted after such power expires and the Directors may allot equity securities in pursuance of any such offer or agreement as if such a power had not expired.

4. That the Articles of Association of the Company be altered as follows:-

   (A) by the addition of new Regulations 6 to 10 (inclusive) in the form produced to the Meeting and initialled by the Chairman of the Meeting for the purposes of identification after existing Regulation 5;

   (B) by the renumbering of existing Regulations 6 to 29 (inclusive) as Regulations 11 to 33 (inclusive)

.....
Chairman

6. (A) For the purposes of Section 80 of the Act, the Directors are generally and unconditionally authorised to exercise all powers of the Company to allot relevant securities as defined in the said section up to an aggregate nominal amount of 499,999,998. This authority shall expire five years from the date on which the resolution adopting these Articles is passed but may be previously revoked or varied by the Company in general meeting and may from time to time be renewed by the Company in general meeting for a further period not exceeding five years. The Company may make any offer or agreement before the expiry of this authority what would or might require relevant securities to be allotted after this authority has expired and the Directors may allot relevant securities in pursuance of any such offer or agreement as if this authority had not expired.

(B) Sub-section (1) of section 89 and sub-section (1) to (6) of section 90 of the Act shall not apply.

7. The share capital of the Company at the date of the adoption of this Article is £500,000,000 and US$175,000,000 divided into 500,000,000 Ordinary Shares of £1 each and 175,000,000 'A' Cumulative Redeemable Convertible Preference Shares of US$1 each (the 'A' Shares).

The rights attaching to the respective classes of shares shall be:-

(a) Income

The profits of the Company available for distribution shall be applied as follows:-

(i) in paying to the holders of the 'A' Shares a fixed cumulative preferential net cash dividend (the "Preference Dividend") of 7 1/2 cents per annum on each share payable quarterly in arrears on the 31st March, 30th June, 30th September and 31st December. PROVIDED THAT the first payment date will be 31st March 1993 and will include arrears accrued and payable from the date of allotment of the shares to the previous 31st December quarter end;

(ii) Subject to the Company having complied with the provisions of this Article 7(a) in respect of that financial year and in respect of all previous financial years of the Company and the Company having complied with the provisions of paragraph (i) of Article 7(e), any remaining profits which the Company determines to distribute in any financial year shall be applied in paying to the holders of the Ordinary Shares a dividend for such year on each Ordinary Share of an amount equal to the amount of dividend so determined to be distributed.

Every dividend shall be distributed to the appropriate shareholders pro rata according to the amounts paid up or credited as paid up on the shares of the relevant class of shares held by them respectively and shall accrue on a daily basis.

Unless the Company has insufficient profits available for distribution and the Company is thereby prohibited from paying dividends by the Act the Preference Dividend and the Fixed Dividend shall (notwithstanding Regulations 102 to 108 inclusive contained in Table A or any other provision of these

Articles and in particular notwithstanding that there has not been a recommendation or resolution of the directors or resolution of the Company in general meeting) be paid immediately on the due date and if not then paid shall be a debt due by the Company and be payable in priority to any other dividend.

(b) Capital

On a return of assets on liquidation or otherwise (except upon the redemption of shares of any class or the purchase by the Company of its own shares) the assets of the Company remaining after the payment of its liabilities shall be applied as follows:-

(i) in paying to the holders of the A Shares US$1 per share together with a sum equal to any arrears, deficiency or accruals of the Preference Dividend calculated down to the date of the return of capital and payable whether such dividend has been declared or earned or not; and

(ii) subject to the provisions of paragraph (i) of this Article 7(b), in paying the balance of such assets to the holders of the Ordinary Shares

(c) Conversion of 'A' Shares

The holders of the 'A' Shares may at any time after 1st March 1994 convert on a one for one basis the whole of their 'A' Shares into Ordinary Shares of US$1 each and the following provisions shall have effect:-

(i) the conversion shall be effected by notice in writing given to the Company signed by the holders of a 75 per cent majority in nominal value of the 'A' Shares and the conversion shall take effect immediately upon the date of delivery of such notice to the Company unless such notice states that conversion is to be effective when any conditions specified in such notice have been fulfilled in which case conversion shall take effect when such conditions have been fulfilled;

(ii) forthwith thereafter the holders of the Ordinary Shares of US$1 resulting from the conversion shall send to the Company the certificates in respect of their respective holdings of 'A' Shares (or such indemnity in lieu thereof as the Company may reasonably require) and the Company shall issue to such holders respectively certificates for the Ordinary Shares of US$1 resulting from the conversion;

(iii) the Ordinary Shares of US$1 each resulting from the conversion shall rank from the date of conversion pari passu in all respects with the Ordinary Shares of £1 each in the capital of the Company; and

(iv) on the date of conversion the Company shall, subject to the provisions of the Act, pay to the holders of the 'A' Shares a sum equal to all arrears, deficiency or accruals of dividends on the 'A' Shares calculated on a daily basis to the date of conversion.

(d) Redemption of 'A' Shares

(i) Subject to the provisions of the Act, the Company may, at its election and in accordance with the provisions of sub-pargraphs (iii) to (v) of this Article 7(d), redeem all or any of the 'A' Shares at any time between 1st March 1994 and 30th December 2007 by delivering to the registered holder or registered holders of such 'A' Shares a notice in writing specifying (a) the number of 'A' Shares to be redeemed, (b) the number of 'A' Shares registered in the name of the registered holder which are to be redeemed, (c) the day on which the redemption is to take place (in this sub-paragraph referred to as the Redemption Date) and (d) the place to which the registered holder of the 'A' Shares should send the certificate for his shares in accordance with sub-paragraph (iii) below.

(ii) Unless previously redeemed pursuant to the provisions of sub-paragraph (i) or otherwise purchased or cancelled or converted under paragraph (c) of this Article 7, all of the outstanding 'A' Shares shall be redeemed on 31st December 2007 in accordance with the preceding sub-paragraph and the following sub-paragraphs of this Article 7(d).

(iii) On or before the dates so fixed each registered holder of 'A' Shares shall surrender to the Company the certificate for his shares (or such indemnity in lieu thereof as the Company may reasonably require) which are to be redeemed in order that it may, subject to redemption of such shares, be cancelled PROVIDED THAT if any certificate so surrendered includes any shares not redeemable at that time the Company shall issue to the holder a fresh certificate for the balance of the shares not redeemable.

(iv) If there is more than one holder of 'A' Shares, the number of each such holder's 'A' Shares to be redeemed on each occasion on which 'A' Shares are redeemed shall be such number (as nearly as may be) as shall bear the same proportion to the total number of 'A' Shares to be redeemed on each such occasion as that proportion which each such holder's entire holding of 'A' Shares bears to the total number of 'A' Shares then in issue.

(v) On the dates so fixed for redemption the Company shall pay to each such holder, in respect of each of such holder's 'A' Shares to be redeemed, the sum of US$1 together with a sum equal to any arrears, deficiency or accruals of the Preference Dividend thereon calculated to the date of redemption whether the Preference Dividend has been declared or earned or not and the Preference Dividend thereon shall cease to accrue from that date unless upon surrender of the certificate for such shares payment of the redemption moneys shall be refused.

(vi) If the Company is unable at any time to redeem in accordance with the Act the number of 'A' Shares then due to be redeemed pursuant to this Article 7(d), the Company shall thereupon redeem such number of 'A' Shares, if any, as it is then able to redeem in accordance with the Act and the provisions of paragraphs (ii), (iii) and (iv) of this Article 7(d) shall apply and shall so redeem the balance as soon as it is lawfully able so to do.

(e) Voting

Subject to any special rights or restrictions as to voting attached to any shares by or in accordance with these Articles, on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a representative not being himself a member, shall have one vote, and on a poll every member who is present in person or by proxy or (being a corporation) is present by a representative or by proxy shall (except as hereinafter provided) have one vote for every £1 in nominal amount of shares in the capital of the Company of which he is the holder PROVIDED THAT the holders of the 'A' Shares shall be entitled to receive notice of all general meetings but shall not be entitled to attend or vote at any general meeting unless:-

(i) any Preference Dividend has not been paid within six months of the relevant date set out in paragraph (i) of Article 7(a); or

(ii) any Fixed Dividend has not been paid within six months of the relevant date set out in paragraph (ii) of Article 7(a); or

(iii) on the relevant Redemption Date the Company shall have failed to redeem any of the 'A' Shares then due for redemption; or

when the holders of the 'A' Shares shall have one vote for each 'A' Share held by them.

8. Whenever the capital of the Company is divided into different classes of shares, the special rights attached to any class may (unless otherwise provided by the terms of issue of the shares of that class) be varied or abrogated, whether or not the Company is being wound up, either with the consent in writing of the holders of 75 per cent in nominal value of the issued shares of the class, or with the sanction of an extraordinary resolution passed at a separate general meeting of such holders (but not otherwise). All the provisions of these Articles relating to general meetings of the Company shall, mutatis mutandis, apply to every such separate meeting, except that:-

(a) the necessary quorum shall be two persons holding or representing by proxy at least one-third in nominal value of the issued shares of the class or, at any adjourned meeting of such holders, those holders present in person or by proxy, whatever the amount of their holding; and

(b) any holder of shares of the class present in person or by proxy may demand a poll; and

(c) the holders of shares of the class shall, on a poll, have one vote in respect of every share of the class held by them respectively.

9. Subject to:-

(a) the provisions of Part V of the Act; and

(b) any rights attaching to any class of share of the Company;

the Company may:-

(i) issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or the shareholders concerned;

(ii) purchase any of its own shares (including any redeemable shares); and

(iii) make payment in respect of the redemption or purchase, pursuant to sections 159 and 160 or (as the case may be) section 162 of the Act and the relevant power under (i) or (ii) above, of any of its own shares, otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares to the extent permitted by sections 171 and 172 of the Act.

10. Subject to the provisions of the Act, a resolution in writing signed by all the members of the Company who would be entitled to receive notice of and to attend and vote at a General Meeting, or by their duly appointed attorneys, shall be as valid and effectual as if it had been passed at a General Meeting of the Company duly convened and held. Any such resolution may be contained in one document or in several documents in the same terms each signed by one or more of the members or their duly appointed attorneys and signature, in the case of a body corporate which is a member, shall be sufficient if made by a director or the secretary thereof or by its duly authorised representative.

COMPANIES FORM No 123

Notice of increase in nominal capital

123

Pursuant to section 123 of the Companies Act 1985

To the Registrar of Companies — For official use — Company Number 82051

Name of company

EAGLE STAR INSURANCE COMPANY LIMITED

* gives notice in accordance with section 123 of the above Act that by resolution of the company dated 14.12.1992 the nominal capital of the company has been increased by £400000000.00 beyond the registered capital of £100000000.00.

A copy of the resolution authorising the increase is attached.

The conditions (eg voting rights, dividend rights, winding-up rights etc) subject to which the new shares have been or are to be issued are as follow:

To rank pari passu in all respects with the existing ordinary shares in the capital of the company.

* The nominal capital of the company has been increased by US$175,000,000 A Cumulative Redeemable Convertible Preference Shares of US$1 each and the rights and obligations attaching to which are contained in Clause 7 of the Articles of Association, a certified copy of which is attached.

Please tick if continuation sheet(s) are attached ☐

Signed [signature] Designation Secretary Date 11.01.93

Presentor's name, address and reference (if any):

J A WILTSHIRE
60 St. Mary Axe
LONDON
EC3A 8JQ

CHAPP

For official use
General section

Post room

COMPANIES HOUSE
- 3 FEB 1993
M 70

9525

COMPANY NO: 82051

COMPANIES HOUSE
- 3 FEB 1993
M 70

The Companies Act 1985

Company Limited by Shares

EAGLE STAR INSURANCE COMPANY LIMTIED

On 14th December 1992 at an Extraordinary General Meeting of the Members of the above Company, the following Resolutions were passed:-

ORDINARY RESOLUTIONS

1. (a) That the authorised share capital of Eagle Star Insurance Company Limited be and is hereby increased from £100,000,000 to £500,000,000 and US$175,000,000 by the creation of 400,000,000 new Ordinary Shares of £1 each and 175,000,000 Cumulative Redeemable Convertible Preference Shares of US$1 each.

   (b) That the existing issued ordinary shares capital being 277,204,773 shares of £0.25 each be redesignated into 69,301,194 shares of £1 each.

2. That the Directors of the Company be generally and unconditionally authorised in accordance with Section 80 of the Companies Act 1985 to exercise all the powers of the Company to allot relevant securities up to an aggregate nominal amount of US$175,000,000 such authority to expire five years from the date of the passing of this Resolution, but to be capable of previous revocation or variation from time to time by the Company in general meeting and of renewal from time to time by the Company in general meeting for a further period not exceeding five years and to be in addition to, and without prejudice to, any and all previous authorities to allot relevant securities given to the Directors which shall remain in full force and effect. The authority conferred by this resolution shall enable the Company to make offers or agreements before the expiry of that authority, which would or might require relevant securities to be allotted after the expiry of such authority or power (provided that such allotments would fall within the said maximum limit) and the Directors may allot relevant securities in pursuance of any such offer or agreement as if such authority had not expired. For the purposes of this Resolution words and expressions defined in or for the purposes of the said Section 80 shall have the same meaning in this Resolution.

SPECIAL RESOLUTIONS

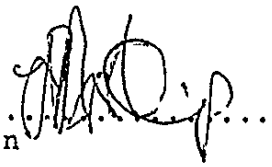
3. That the Directors of the Company be and they are hereby empowered pursuant to Section 95 of the Companies Act 1985 ("the Act") to allot equity securities (as defined in Section 94(2) of the Act) pursuant to the authority conferred by Ordinary Resolution No. 2 passed at the Extraordinary General Meeting at which this Resolution is passed, as if Section 89(1) of the Act did not apply to any such allotment. The power conferred by this Resolution shall enable the Company to make any offer or agreement

before the expiry of that power that would or might require equity securities to be allotted after such power expires and the Directors may allot equity securities in pursuance of any such offer or agreement as if such a power had not expired.

4. That the Articles of Association of the Company be altered as follows:-

   (A) by the addition of new Regulations 6 to 10 (inclusive) in the form produced to the Meeting and initialled by the Chairman of the Meeting for the purposes of identification after existing Regulation 5;

   (B) by the renumbering of existing Regulations 6 to 29 (inclusive) as Regulations 11 to 34 (inclusive)



.....
Chairman

6. (A) For the purposes of Section 80 of the Act, the Directors are generally and unconditionally authorised to exercise all powers of the Company to allot relevant securities as defined in the said section up to an aggregate nominal amount of 499,999,998. This authority shall expire five years from the date on which the resolution adopting these Articles is passed but may be previously revoked or varied by the Company in general meeting and may from time to time be renewed by the Company in general meeting for a further period not exceeding five years. The Company may make any offer or agreement before the expiry of this authority what would or might require relevant securities to be allotted after this authority has expired and the Directors may allot relevant securities in pursuance of any such offer or agreement as if this authority had not expired.

(B) Sub-section (1) of section 89 and sub-section (1) to (6) of section 90 of the Act shall not apply.

7. The share capital of the Company at the date of the adoption of this Article is £500,000,000 and US$175,000,000 divided into 500,000,000 Ordinary Shares of £1 each and 175,000,000 'A' Cumulative Redeemable Convertible Preference Shares of US$1 each (the 'A' Shares).

The rights attaching to the respective classes of shares shall be:-

(a) Income

The profits of the Company available for distribution shall be applied as follows:-

(i) in paying to the holders of the 'A' Shares a fixed cumulative preferential net cash dividend (the "Preference Dividend") of 7 1/2 cents per annum on each share payable quarterly in arrears on the 31st March, 30th June, 30th September and 31st December. PROVIDED THAT the first payment date will be 31st March 1993 and will include arrears accrued and payable from the date of allotment of the shares to the previous 31st December quarter end;

(ii) Subject to the Company having complied with the provisions of this Article 7(a) in respect of that financial year and in respect of all previous financial years of the Company and the Company having complied with the provisions of paragraph (i) of Article 7(e), any remaining profits which the Company determines to distribute in any financial year shall be applied in paying to the holders of the Ordinary Shares a dividend for such year on each Ordinary Share of an amount equal to the amount of dividend so determined to be distributed.

Every dividend shall be distributed to the appropriate shareholders pro rata according to the amounts paid up or credited as paid up on the shares of the relevant class of shares held by them respectively and shall accrue on a daily basis.

Unless the Company has insufficient profits available for distribution and the Company is thereby prohibited from paying dividends by the Act the Preference Dividend and the Fixed Dividend shall (notwithstanding Regulations 102 to 108 inclusive contained in Table A or any other provision of these

Articles and in particular notwithstanding that there has not been a recommendation or resolution of the directors or resolution of the Company in general meeting) be paid immediately on the due date and if not then paid shall be a debt due by the Company and be payable in priority to any other dividend.

(b) Capital

On a return of assets on liquidation or otherwise (except upon the redemption of shares of any class or the purchase by the Company of its own shares) the assets of the Company remaining after the payment of its liabilities shall be applied as follows:-

(i) in paying to the holders of the A Shares US$1 per share together with a sum equal to any arrears, deficiency or accruals of the Preference Dividend calculated down to the date of the return of capital and payable whether such dividend has been declared or earned or not; and

(ii) subject to the provisions of paragraph (i) of this Article 7(b), in paying the balance of such assets to the holders of the Ordinary Shares

(c) Conversion of 'A' Shares

The holders of the 'A' Shares may at any time after 1st March 1994 convert on a one for one basis the whole of their 'A' Shares into Ordinary Shares of US$1 each and the following provisions shall have effect:-

(i) the conversion shall be effected by notice in writing given to the Company signed by the holders of a 75 per cent majority in nominal value of the 'A' Shares and the conversion shall take effect immediately upon the date of delivery of such notice to the Company unless such notice states that conversion is to be effective when any conditions specified in such notice have been fulfilled in which case conversion shall take effect when such conditions have been fulfilled;

(ii) forthwith thereafter the holders of the Ordinary Shares of US$1 resulting from the conversion shall send to the Company the certificates in respect of their respective holdings of 'A' Shares (or such indemnity in lieu thereof as the Company may reasonably require) and the Company shall issue to such holders respectively certificates for the Ordinary Shares of US$1 resulting from the conversion;

(iii) the Ordinary Shares of US$1 each resulting from the conversion shall rank from the date of conversion pari passu in all respects with the Ordinary Shares of £1 each in the capital of the Company; and

(iv) on the date of conversion the Company shall, subject to the provisions of the Act, pay to the holders of the 'A' Shares a sum equal to all arrears, deficiency or accruals of dividends on the 'A' Shares calculated on a daily basis to the date of conversion.

(d) Redemption of 'A' Shares

(i) Subject to the provisions of the Act, the Company may, at its election and in accordance with the provisions of sub-pargraphs (iii) to (v) of this Article 7(d), redeem all or any of the 'A' Shares at any time between 1st March 1994 and 30th December 2007 by delivering to the registered holder or registered holders of such 'A' Shares a notice in writing specifying (a) the number of 'A' Shares to be redeemed, (b) the number of 'A' Shares registered in the name of the registered holder which are to be redeemed, (c) the day on which the redemption is to take place (in this sub-paragraph referred to as the Redemption Date) and (d) the place to which the registered holder of the 'A' Shares should send the certificate for his shares in accordance with sub-paragraph (iii) below.

(ii) Unless previously redeemed pursuant to the provisions of sub-paragraph (i) or otherwise purchased or cancelled or converted under paragraph (c) of this Article 7, all of the outstanding 'A' Shares shall be redeemed on 31st December 2007 in accordance with the preceding sub-paragraph and the following sub-paragraphs of this Article 7(d).

(iii) On or before the dates so fixed each registered holder of 'A' Shares shall surrender to the Company the certificate for his shares (or such indemnity in lieu thereof as the Company may reasonably require) which are to be redeemed in order that it may, subject to redemption of such shares, be cancelled PROVIDED THAT if any certificate so surrendered includes any shares not redeemable at that time the Company shall issue to the holder a fresh certificate for the balance of the shares not redeemable.

(iv) If there is more than one holder of 'A' Shares, the number of each such holder's 'A' Shares to be redeemed on each occasion on which 'A' Shares are redeemed shall be such number (as nearly as may be) as shall bear the same proportion to the total number of 'A' Shares to be redeemed on each such occasion as that proportion which each such holder's entire holding of 'A' Shares bears to the total number of 'A' Shares then in issue.

(v) On the dates so fixed for redemption the Company shall pay to each such holder, in respect of each of such holder's 'A' Shares to be redeemed, the sum of US$1 together with a sum equal to any arrears, deficiency or accruals of the Preference Dividend thereon calculated to the date of redemption whether the Preference Dividend has been declared or earned or not and the Preference Dividend thereon shall cease to accrue from that date unless upon surrender of the certificate for such shares payment of the redemption moneys shall be refused.

(vi) If the Company is unable at any time to redeem in accordance with the Act the number of 'A' Shares then due to be redeemed pursuant to this Article 7(d), the Company shall thereupon redeem such number of 'A' Shares, if any, as it is then able to redeem in accordance with the Act and the provisions of paragraphs (ii), (iii) and (iv) of this Article 7(d) shall apply and shall so redeem the balance as soon as it is lawfully able so to do.

(e) Voting

Subject to any special rights or restrictions as to voting attached to any shares by or in accordance with these Articles, on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a representative not being himself a member, shall have one vote, and on a poll every member who is present in person or by proxy or (being a corporation) is present by a representative or by proxy shall (except as hereinafter provided) have one vote for every £1 in nominal amount of shares in the capital of the Company of which he is the holder PROVIDED THAT the holders of the 'A' Shares shall be entitled to receive notice of all general meetings but shall not be entitled to attend or vote at any general meeting unless:-

(i) any Preference Dividend has not been paid within six months of the relevant date set out in paragraph (i) of Article 7(a); or

(ii) any Fixed Dividend has not been paid within six months of the relevant date set out in paragraph (ii) of Article 7(a); or

(iii) on the relevant Redemption Date the Company shall have failed to redeem any of the 'A' Shares then due for redemption; or

when the holders of the 'A' Shares shall have one vote for each 'A' Share held by them.

8. Whenever the capital of the Company is divided into different classes of shares, the special rights attached to any class may (unless otherwise provided by the terms of issue of the shares of that class) be varied or abrogated, whether or not the Company is being wound up, either with the consent in writing of the holders of 75 per cent in nominal value of the issued shares of the class, or with the sanction of an extraordinary resolution passed at a separate general meeting of such holders (but not otherwise). All the provisions of these Articles relating to general meetings of the Company shall, mutatis mutandis, apply to every such separate meeting, except that:-

(a) the necessary quorum shall be two persons holding or representing by proxy at least one-third in nominal value of the issued shares of the class or, at any adjourned meeting of such holders, those holders present in person or by proxy, whatever the amount of their holding; and

(b) any holder of shares of the class present in person or by proxy may demand a poll; and

(c) the holders of shares of the class shall, on a poll, have one vote in respect of every share of the class held by them respectively.

9. Subject to:-

(a) the provisions of Part V of the Act; and

(b) any rights attaching to any class of share of the Company;

the Company may:-

(i) issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or the shareholders concerned;

(ii) purchase any of its own shares (including any redeemable shares); and

(iii) make payment in respect of the redemption or purchase, pursuant to sections 159 and 160 or (as the case may be) section 162 of the Act and the relevant power under (i) or (ii) above, of any of its own shares, otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares to the extent permitted by sections 171 and 172 of the Act.

10. Subject to the provisions of the Act, a resolution in writing signed by all the members of the Company who would be entitled to receive notice of and to attend and vote at a General Meeting, or by their duly appointed attorneys, shall be as valid and effectual as if it had been passed at a General Meeting of the Company duly convened and held. Any such resolution may be contained in one document or in several documents in the same terms each signed by one or more of the members or their duly appointed attorneys and signature, in the case of a body corporate which is a member, shall be sufficient if made by a director or the secretary thereof or by its duly authorised representative.

No. 82051

THE COMPANIES ACTS

1948 to 1967

I hereby certify that EAGLE STAR INSURANCE COMPANY LIMITED (originally called BRITISH DOMINIONS MARINE INSURANCE CO., LIMITED which name was changed on 9th February 1911 to BRITISH DOMINIONS GENERAL INSURANCE COMPANY, LIMITED which name was changed on 24th May 1917 to EAGLE AND BRITISH DOMINIONS INSURANCE COMPANY LIMITED which name was changed on 5th December 1917 to EAGLE, STAR AND BRITISH DOMINIONS INSURANCE COMPANY LIMITED which name was changed on 1st May 1937 to EAGLE STAR INSURANCE COMPANY LIMITED each change having been made by Special Resolution and with the approval of the Board of Trade) was Incorporated under the Companies Acts 1862 to 1900 as a Limited Company on 15th September 1904.

Given under my hand at London the 28th February 1977

L. G. REARDON

Assistant Registrar of Companies

EAGLE STAR INSURANCE COMPANY LIMITED

CAPITAL HISTORY

1904 The Company was incorporated with Capital of £600,000 divided into 200,000 shares of £3 each.

1905]
1908] A total of 41,000 shares were designated 6 per cent.
1911] Cumulative Preference Shares.

1915 The Capital was increased to £1,000,002 by the creation of 133,334 additional Ordinary Shares of £3 each.

1916 The Capital was increased to £3,000,000 by the creation of 559,558 Preferred Ordinary Shares of £3 each, and 107,109 additional Ordinary Shares of £3 each.

1933 The 41,000 6 per cent. Cumulative Preference Shares of £3 each were sub-divided into 123,000 4 per cent. Cumulative Preference Shares of £1 each.

1933 The Capital was increased to £3,900,000 by the creation of 877,000 4 per cent. Cumulative Preference Shares of £1 each, and 23,000 unclassified Shares of £1 each.

1934 The Capital was increased to £5,067,868 by the creation of 1,000,000 4 per cent. Second Cumulative Preference Shares of £1 each, and 55,956 additional Preferred Ordinary Shares of £3 each.

1936 The Capital was increased to £5,500,000 by the creation of 144,044 additional Ordinary Shares of £3 each.

1937 By means of a Scheme of Arrangement the 543,486 Ordinary Shares of £3 each were re-organised as follows:-

291,831	were sub-divided into 1,750,986 Ordinary Shares of 50p each.
52,250	were consolidated and then sub-divided to produce 62,700 Ordinary Shares of 50p each and 41,800 Ordinary Shares of £3 each.
60,000	were consolidated and then sub-divided to produce 36,000 Ordinary Shares of 50p each and 54,000 Ordinary Shares of £3 each.
77,313	were sub-divided into 463,878 Ordinary Shares of 50p each, and
62,092	remained unaltered.

1956 By means of a Scheme of Arrangement the Capital was re-organised as follows:-

(a) The Capital was reduced to £3,289,501 divided into:-

1,000,000 4 per cent. Cumulative Preference Shares of £1 each,

1,000,000 4 per cent. Second Cumulative Preference Shares of £1 each,

651,514 Preferred Ordinary Shares of 50p each,

2,471,450 Ordinary Shares of 50p each,

6 Ordinary Shares of 5p each,

23,000 unclassified Shares of £1 each,

(b) (i) 615,514 Preferred Ordinary Shares of 5p each were converted into the same number of Ordinary Shares of 5p each, making a total with the pre-existing 6 Ordinary Shares of 615,520 such Shares; every 10 of such Shares were converted into 1 Ordinary Share of 50p (producing a total of 61,552 Ordinary Shares of 50p each),

(ii) the 23,000 unclassified Shares of £1 each were sub-divided into 46,000 unclassified Shares of 50p each,

(c) The Capital was increased to its former figure of £5,500,000 by the creation of 3,466,998 Ordinary Shares of 50p each, and 954,000 unclassified Shares of 50p each.

Note: As the result of these changes the Capital was £5,500,000 divided into:-

1,000,000 4 per cent. Preference Shares of £1 each,

1,000,000 4 per cent. Second Preference Shares of £1 each,

6,000,000 Ordinary Shares of 50p each,

1,000,000 unclassified Shares of 50p each.

1959 The Capital was increased to £14,000,000 by the creation of 17,000,000 new Ordinary Shares of 50p each. The 1,000,000 unclassified Shares of 50p each were designated Ordinary Shares of 50p each.

Note: As the result of these changes the Capital was £14,000,000 divided into:-

1,000,000 4 per cent. Preference Shares of £1 each,

1,000,000 4 per cent. Second Preference Shares of £1 each, and

24,000,000 Ordinary Shares of 50p each.

1969 The Capital was increased to £25,000,000 by the creation of 22,000,000 new Ordinary Shares of 50p each.

1973 The Capital was increased to £30,000,000 by the creation of 10,000,000 new Ordinary Shares of 50p each.

The Ordinary Capital was re-organised by sub-dividing the 56,000,000 Ordinary Shares of 50p each into 112,000,000 Ordinary Shares of 25p each.

1975 The Capital was increased to £45,000,000 by the creation of 60,000,000 new Ordinary Shares of 25p each.

1977 By means of a Scheme of Arrangement the Capital was reduced to £43,000,000 by the cancellation of the 1,000,000 4 per cent. Preference Shares of £1 each and the 1,000,000 4 per cent. Second Preference Shares of £1 each and was increased to its former figure of £45,000,000 by the creation of 8,000,000 new Ordinary Shares of 25p each.

1979 By means of a Scheme of Arrangement the whole of the issued Capital of the Company was acquired by Eagle Star Holdings Limited and holders of the Shares in the Company received an equal number of shares in Eagle Star Holdings Limited.

1991 The Capital was increased to £100,000,000 by the creation of 220,000,000 new Ordinary Shares of 25p each.

1992 The capital of Eagle Star Insurance Company Limited was increased from £100,000,000 to £500,000,000 and US$175,000,000 by the creation of 400,000,000 new Ordinary Shares of £1 each and 175,000,000 'A' Cumulative Redeemable Convertible Preference Shares of US$1 and the existing issued ordinary share capital being 277,204,773 shares of £0.25 each was redesignated into 69,301,194 shares of £1 each.

No. 82051

EAGLE STAR INSURANCE COMPANY LIMITED

At an Extraordinary General Meeting of the above named Company duly convened and held at 1, Threadneedle Street, London, EC2R 8BE, on Wednesday 26th June 1985, the following resolution was duly passed as a Special Resolution.

SPECIAL RESOLUTION

THAT the provisions of the Memorandum of Association of the Company with respect to its objects be and are hereby altered:-

(a) by re-lettering the existing sub-clauses (Z) and (AA) of Clause 3 as (AA) and (BB) respectively; and

(b) by adding the following new sub-clause to be lettered (Z) to Clause 3, namely,

"(Z) To enter into any guarantee, contract of indemnity or suretyship whether by personal covenant or by mortgage or charge on all or any part of the undertaking, property or assets of the Company (including its uncalled capital) and in particular (but without prejudice to the generality of the foregoing) with or without consideration to guarantee or give security as aforesaid for the payment of any principal monies, premiums, interest and other monies secured by or payable under any obligations or securities of any company which is (within the meaning of Section 154 of the Companies Act 1948) in relation to the Company a holding company or a subsidiary company or a subsidiary company of any such holding company."

D. M. Mountain
Chairman and Managing Director

No. 82051

EAGLE STAR INSURANCE COMPANY LIMITED

At an Extraordinary General Meeting of the above-named Company duly convened and held at 1, Threadneedle Street, London EC2, on 1 February 1988, the following resolution was duly passed as a Special Resolution:

SPECIAL RESOLUTION

THAT the Bill now before Parliament intituled "A Bill to authorise the removal of restrictions attaching to part of the former burial ground and church of Saint Benet Fink (otherwise known as Saint Benet Fink) in the city of London; to authorise the use thereof for other purposes; and for purposes connected therewith" be and is hereby approved subject to such additions, alterations and variations as Parliament may think fit to make therein and as may be approved by the directors.

M. A. Butt
Chairman

Company No: 82051

EAGLE STAR INSURANCE COMPANY LIMITED

At an Extraordinary General Meeting of the above-named Company held at 60 St. Mary Axe, London EC3A 8JQ, on 24th May 1990 the following Resolution was duly passed as a Special Resolution:

Special Resolution

THAT the provisions of the Memorandum of Association of the Company be altered by deleting sub-clause (T) of clause 3 thereof and substituting therefor the following sub-clause, namely -

(T) To sell, exchange, let, develop, dispose of, or otherwise deal with all or any part of the undertaking and property of the Company, upon such terms and for such price or other consideration of any kind as the Company may think fit; and without prejudice to the foregoing, and, for the avoidance of doubt, as a separate and independent main object of the Company, by any means and on any terms whatsoever to transfer or dispose of the whole or any part of the long term business of the Company, whether carried on in the United Kingdom or elsewhere, to Eagle Star Life Assurance Company Limited.

M A Butt
Chairman

The Companies Act, 1985

COMPANY LIMITED BY SHARES

Memorandum of Association

of EAGLE STAR INSURANCE COMPANY LIMITED
(As amended by Special Resolution passed on 24th May 1990)
(As amended by Special Resolution passed 14th December 1992)

1. The name of the Company is "EAGLE STAR INSURANCE COMPANY LIMITED".

2. The Registered Office of the Company will be situate in England.

3. The objects for which the Company is established are:-

(A) To carry on all kinds of insurance and assurance business, all kinds of re-insurance and re-assurance business, all kinds of counter-insurance and counter-assurance business, all kinds of guarantee and indemnity business and all kinds of counter-guarantee and counter-indemnity business and, in particular and without prejudice to the generality of the foregoing words, to carry on business of the following classes:-

(i) Life assurance, annuity, sinking fund and capital redemption,

(ii) Fire, insurance,

(iii) Accident insurance,

(iv) Employers' liability and workmen's compensation insurance,

(v) Motor vehicle insurance,

(vi) Marine, aviation and transit insurance

in all forms and branches whether now known or hereafter to be devised.

(B) To grant or effect assurances of all kinds securing payment of money, by way of a single payment or by several payments or by immediate or deferred annuities or otherwise, upon the happening of all or any of the following events: the death or marriage or birth or survivorship or failure of issue or the attainment of a given age by any person or persons or the expiration of any fixed or ascertainable period or the occurrence of any contingency or event which would or might be taken to affect any kind of interest of any person or persons in any property or other person or persons.

(C) To grant annuities of all kinds, whether dependent on human life or otherwise, and whether perpetual or terminable, immediate or deferred, absolute, contingent or otherwise, and to receive money on deposit at interest returnable by instalments or otherwise.

(D) To contract with leaseholders, borrowers, lenders, annuitants and others for the establishment, accumulation, provision and payment of sinking funds, redemption funds, depreciation funds and any other funds either in consideration of a lump sum or of an annual premium or otherwise.

(E) To grant insurances against every kind of loss, damage or injury caused by or consequential upon fire, lightning, hail, storm, tempest, flood, earthquake, explosion, naval or military or aerial operations, civil disturbance, usurped power or riot or the quelling thereof, transit by land or water or air, or other misfortune howsoever occurring and to grant insurances against any liabilities to third parties associated with the beforementioned perils.

(F) To grant insurance or guarantees against every kind of misadventure (including loss, damage or injury caused by or suffered by boilers and engineering installations or any other kind of property), accident, mortality, sickness, climatic conditions, burglary, theft or embezzlement or acts of negligence, error or omission, and against loss, damage or injury consequential upon transit by any means whatsoever, the making of calls upon shares, the diminution of dividends or income, the loss or forfeiture of licences, leases, other property and rights or the acceptance or incomplete discharge of obligations created by contracts or undertakings or transactions or by the operation of law or otherwise and to grant insurances against any liabilities to third parties associated with the beforementioned perils.

(G) To grant insurances against loss of or damage to or arising out of or in connection with the use of mechanically propelled vehicles and the third party risks arising therefrom.

(H) To grant insurances or to execute bonds or guarantees upon any type of ship, vessel or boat or aircraft or in re.ation thereto or arising therefrom, the machinery, tackle, furniture or equipment, the goods, merchandise or property of any description whatever on board, the freight or any other interest whatsoever, the risks incidental to construction, repair, landing, taking-off or docking, including third party risks, transit risks of all kinds and any other risks whatsoever.

(I) To give to any class or section of those who assure or have other dealings with the Company any rights over or in relation to any fund or funds, or a right to participate in the profits of the Company, or in the profits of any particular branch or part of its business, or any other special privileges, advantages or benefits, with power to vary the same.

(J) To establish agencies and branches and appoint agents and others to assist in the conduct or extension of the Company's business, and to regulate and discontinue the same.

(K) To act as agents for the issue of any bills, bonds, stock or shares, whether or not offered to the public for subscription, and to guarantee the subscription of any such securities or shares, and to act as trustee, executor or administrator with or without remuneration, and to undertake trusts of all kinds and the conduct of any business connected with trusts of any description or the estates of deceased persons, and to receive for safe custody any kind of property.

(L) To carry on directly or indirectly any other business which may seem to the Company capable of being conveniently carried on in connection with or in addition to any of the above-mentioned businesses or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property, rights or businesses for the time being.

(M) To acquire and undertake the whole or any part of the business, property and liabilities of any person or company carrying on any business which the Company is authorised to carry on, or possessed of property suitable for the purpose of this Company.

(N) To enter into partnership or any arrangement for sharing profits or joint adventure with any person, persons or company carrying on or about to carry on any business which this Company is authorised to carry on, or any business capable of being conducted so as directly or indirectly to benefit this Company, and to acquire or join in acquiring any such business, and to amalgamate with any other company having objects altogether or in part similar to those of this Company.

(O) To purchase, take on lease or in exchange, hire, subscribe for otherwise acquire, and to hold and deal with any property, real or personal, and any interests, rights, privileges or obligations of or in any company.

(P) To make, draw, accept, endorse, negotiate, discount, buy, sell and deal in bills, notes and other negotiable or transferable instruments.

(Q) To borrow and secure the payment of money in such manner and on such terms as the Directors may deem expedient and to mortgage or charge the undertaking and all or any part of the property and rights of the Company, present or future, including uncalled capital and to issue on such terms as may be thought expedient, debentures or debenture stock, perpetual or redeemable.

(R) To lend money either with or without security to any person or company and to guarantee the performance of contracts or the payment of debts or liabilities by any person or company.

(S) To pay for any business, property or rights acquired or agreed to be acquired by this Company and generally to satisfy any obligation of this Company by the issue or transfer of shares of this or any other company credited as fully or partly paid up, or of debentures or other securities of this or any other company.

(T) To sell, exchange, let, develop, dispose of, or otherwise deal with all or any part of the undertaking and property of the Company, upon such terms and for such price or other consideration of any kind as the Company may think fit; and without prejudice to the foregoing, and, for the avoidance of doubt, as a separate and independent main object of the Company, by any means and on any terms whatsoever to transfer or dispose of the whole or any part of the long term business of the Company, whether carried on in the United Kingdom or elsewhere, to Eagle Star Life Assurance Company Limited.

(U) To promote or assist in or contract with any person or company for the promotion of any company or companies, for the purpose of acquiring all or any of the property and liabilities of this Company or for any other purpose, and to take or otherwise acquire and hold shares debentures or other securities of any such company, and to subsidise or otherwise assist any such company, and to procure the registration or incorporation of any such company in or under the laws of any place outside England.

(V) To remunerate or make donations to any person or company for services rendered or to be rendered to the Company.

(W) To invest and deal with the moneys of the Company not immediately required, upon such securities and in such manner as may from time to time be determined by the Directors.

(X) To distribute among the Members or any class or classes of Members of the Company in specie any property of the Company.

(Y) To establish and support funds or institutions calculated to benefit directors, officers or ex-officers or employees or ex-employees of the Company or of any subsidiary company or of their predecessors in business or the dependants or connections of such persons and to grant to such persons pensions, allowances, gratuities or other benefits and to support or subscribe to any charitable or public institutions, clubs, societies or funds.

(Z) To enter into any guarantee, contract of indemnity or suretyship whether by personal covenant or by mortgage or charge on all or any part of the undertaking, property or assets of the Company (including its uncalled capital) and in particular (but without prejudice to the generality of the foregoing) with or without consideration to guarantee or give security as aforesaid for the payment of any principal monies, premiums, interest and other monies secured by or payable under any obligations or securities of any company which is (within the meaning of Section 154 of the Companies Act 1948) in relation to the Company a holding company or a subsidiary company or a subsidiary company of any such holding company.

(AA) To do all or any of the above things in any part of the world as principals or agents, contractors, trustees or otherwise and by or through trustees, attorneys or agents and either alone or in conjunction with others, and to procure the Company to be registered or recognised in any foreign country or place.

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

And it is hereby declared that the word "company" in this Clause, except where used in reference to this Company, shall be deemed to include any person or partnership or other body of persons, whether incorporated or not incorporated and whether domiciled in the United Kingdom or elsewhere, and that the objects specified in each paragraph of this Clause, except where otherwise expressed in such paragraph, shall be separate and independent main objects of the Company and shall not be limited or restricted by reference to 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 at the date of the adoption of this Article is £500,000,000 and US$175,000,000 divided into 500,000,000 Ordinary Shares of £1 each and 175,000,000 'A' Cumulative Redeemable Convertible Preference Shares of US$1 each (the 'A' Shares).

6. Any shares of which the original or increased capital of the Company may from time to time consist, may be guaranteed or have any special privilege or advantage or may be deferred, and may be issued on such special conditions as to priority or postponement either for dividends or for repayment of principal, or as to voting power and otherwise as the Company may from time to time determine.

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* See capital history.

No. 82051

EAGLE STAR INSURANCE COMPANY LIMITED

At an Extraordinary General Meeting of the above-named Company duly convened and held at 1, Threadneedle Street, London, EC2R 8BE, on 17th September 1980, the following resolution was duly passed as a Special Resolution.

SPECIAL RESOLUTION

That the regulations contained in the document submitted to this meeting and for the purpose of identification signed by the Chairman thereof be adopted as the Articles of Association of the Company in substitution for and to the exclusion of all existing Articles of Association.

D. M. Mountain
Chairman and Managing Director

The Companies Act, 1985

COMPANY LIMITED BY SHARES

Articles of Association

of EAGLE STAR INSURANCE COMPANY LIMITED
(Adopted by Special Resolution passed on 17th September 1980)

PRELIMINARY

1. The regulations contained or incorporated in Part II of Table A in the First Schedule to the Companies Act 1948 (which Table is hereinafter referred to as "Table A") shall apply to the Company so far as the same are not excluded or varied hereby.

2. Regulations 75-77 (inclusive) 87, 89-97 (inclusive), 101, 106-109 (inclusive), and 136 of Part I of Table A shall not apply to the Company.

SHARES

3. The shares shall be at the disposal of the Directors, who may allot, grant options over, or otherwise deal with or dispose of them subject to Regulation 2 of Part II of Table A to such persons, at such times and generally on such terms and conditions as they think proper, but so that no shares shall be issued at a discount except in accordance with Section 57 of the Act.

4. The lien conferred by Regulation 11 of Part I of Table A shall attach to fully paid up shares and to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole registered holder thereof or one of several joint holders.

TRANSFER OF SHARES

5. In Regulation 22 of Part I of Table A the words "and transferee" immediately following the words "the transferor" shall not apply to the Company.

6. (A) For the purposes of Section 80 of the Act, the Directors are generally and unconditionally authorised to exercise all powers of the Company to allot relevant securities as defined in the said section up to an aggregate nominal amount of 499,999,998. This authority shall expire five years from the date on which the resolution adopting these Articles is passed but may be previously revoked or varied by the Company in general meeting and may from time to time be renewed by the Company in general meeting for a further period not exceeding five years. The Company may make any offer or agreement before the expiry of this authority what would or might require relevant securities to be allotted after this authority has expired and the Directors may allot relevant securities in pursuance of any such offer or agreement as if this authority had not expired.

(B) Sub-section (1) of section 89 and sub-section (1) to (6) of section 90 of the Act shall not apply.

7. The share capital of the Company at the date of the adoption of this Article is £500,000,000 and US$175,000,000 divided into 500,000,000 Ordinary Shares of £1 each and 175,000,000 'A' Cumulative Redeemable Convertible Preference Shares of US$1 each (the 'A' Shares).

The rights attaching to the respective classes of shares shall be:-

(a) Income

The profits of the Company available for distribution shall be applied as follows:-

(i) in paying to the holders of the 'A' Shares a fixed cumulative preferential net cash dividend (the "Preference Dividend") of 7 1/2 cents per annum on each share payable quarterly in arrears on the 31st March, 30th June, 30th September and 31st December. PROVIDED THAT the first payment date will be 31st March 1993 and will include arrears accrued and payable from the date of allotment of the shares to the previous 31st December quarter end;

(ii) Subject to the Company having complied with the provisions of this Article 7(a) in respect of that financial year and in respect of all previous financial years of the Company and the Company having complied with the provisions of paragraph (i) of Article 7(e), any remaining profits which the Company determines to distribute in any financial year shall be applied in paying to the holders of the Ordinary Shares a dividend for such year on each Ordinary Share of an amount equal to the amount of dividend so determined to be distributed.

Every dividend shall be distributed to the appropriate shareholders pro rata according to the amounts paid up or credited as paid up on the shares of the relevant class of shares held by them respectively and shall accrue on a daily basis.

Unless the Company has insufficient profits available for distribution and the Company is thereby prohibited from paying dividends by the Act the Preference Dividend and the Fixed Dividend shall (notwithstanding Regulations 102 to 108 inclusive contained in Table A or any other provision of these

Articles and in particular notwithstanding that there has not been a recommendation or resolution of the directors or resolution of the Company in general meeting) be paid immediately on the due date and if not then paid shall be a debt due by the Company and be payable in priority to any other dividend.

(b) Capital

On a return of assets on liquidation or otherwise (except upon the redemption of shares of any class or the purchase by the Company of its own shares) the assets of the Company remaining after the payment of its liabilities shall be applied as follows:-

(i) in paying to the holders of the A Shares US$1 per share together with a sum equal to any arrears, deficiency or accruals of the Preference Dividend calculated down to the date of the return of capital and payable whether such dividend has been declared or earned or not; and

(ii) subject to the provisions of paragraph (i) of this Article 7(b), in paying the balance of such assets to the holders of the Ordinary Shares

(c) Conversion of 'A' Shares

The holders of the 'A' Shares may at any time after 1st March 1994 convert on a one for one basis the whole of their 'A' Shares into Ordinary Shares of US$1 each and the following provisions shall have effect:-

(i) the conversion shall be effected by notice in writing given to the Company signed by the holders of a 75 per cent majority in nominal value of the 'A' Shares and the conversion shall take effect immediately upon the date of delivery of such notice to the Company unless such notice states that conversion is to be effective when any conditions specified in such notice have been fulfilled in which case conversion shall take effect when such conditions have been fulfilled;

(ii) forthwith thereafter the holders of the Ordinary Shares of US$1 resulting from the conversion shall send to the Company the certificates in respect of their respective holdings of 'A' Shares (or such indemnity in lieu thereof as the Company may reasonably require) and the Company shall issue to such holders respectively certificates for the Ordinary Shares of US$1 resulting from the conversion;

(iii) the Ordinary Shares of US$1 each resulting from the conversion shall rank from the date of conversion pari passu in all respects with the Ordinary Shares of £1 each in the capital of the Company; and

(iv) on the date of conversion the Company shall, subject to the provisions of the Act, pay to the holders of the 'A' Shares a sum equal to all arrears, deficiency or accruals of dividends on the 'A' Shares calculated on a daily basis to the date of conversion.

(d) Redemption of 'A' Shares

(i) Subject to the provisions of the Act, the Company may, at its election and in accordance with the provisions of sub-pargraphs (iii) to (v) of this Article 7(d), redeem all or any of the 'A' Shares at any time between 1st March 1994 and 30th December 2007 by delivering to the registered holder or registered holders of such 'A' Shares a notice in writing specifying (a) the number of 'A' Shares to be redeemed, (b) the number of 'A' Shares registered in the name of the registered holder which are to be redeemed, (c) the day on which the redemption is to take place (in this sub-paragraph referred to as the Redemption Date) and (d) the place to which the registered holder of the 'A' Shares should send the certificate for his shares in accordance with sub-paragraph (iii) below.

(ii) Unless previously redeemed pursuant to the provisions of sub-paragraph (i) or otherwise purchased or cancelled or converted under paragraph (c) of this Article 7, all of the outstanding 'A' Shares shall be redeemed on 31st December 2007 in accordance with the preceding sub-paragraph and the following sub-paragraphs of this Article 7(d).

(iii) On or before the dates so fixed each registered holder of 'A' Shares shall surrender to the Company the certificate for his shares (or such indemnity in lieu thereof as the Company may reasonably require) which are to be redeemed in order that it may, subject to redemption of such shares, be cancelled PROVIDED THAT if any certificate so surrendered includes any shares not redeemable at that time the Company shall issue to the holder a fresh certificate for the balance of the shares not redeemable.

(iv) If there is more than one holder of 'A' Shares, the number of each such holder's 'A' Shares to be redeemed on each occasion on which 'A' Shares are redeemed shall be such number (as nearly as may be) as shall bear the same proportion to the total number of 'A' Shares to be redeemed on each such occasion as that proportion which each such holder's entire holding of 'A' Shares bears to the total number of 'A' Shares then in issue.

(v) On the dates so fixed for redemption the Company shall pay to each such holder, in respect of each of such holder's 'A' Shares to be redeemed, the sum of US$1 together with a sum equal to any arrears, deficiency or accruals of the Preference Dividend thereon calculated to the date of redemption whether the Preference Dividend has been declared or earned or not and the Preference Dividend thereon shall cease to accrue from that date unless upon surrender of the certificate for such shares payment of the redemption moneys shall be refused.

(vi) If the Company is unable at any time to redeem in accordance with the Act the number of 'A' Shares then due to be redeemed pursuant to this Article 7(d), the Company shall thereupon redeem such number of 'A' Shares, if any, as it is then able to redeem in accordance with the Act and the provisions of paragraphs (ii), (iii) and (iv) of this Article 7(d) shall apply and shall so redeem the balance as soon as it is lawfully able so to do.

(e) Voting

Subject to any special rights or restrictions as to voting attached to any shares by or in accordance with these Articles, on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a representative not being himself a member, shall have one vote, and on a poll every member who is present in person or by proxy or (being a corporation) is present by a representative or by proxy shall (except as hereinafter provided) have one vote for every £1 in nominal amount of shares in the capital of the Company of which he is the holder PROVIDED THAT the holders of the 'A' Shares shall be entitled to receive notice of all general meetings but shall not be entitled to attend or vote at any general meeting unless:-

(i) any Preference Dividend has not been paid within six months of the relevant date set out in paragraph (i) of Article 7(a); or

(ii) any Fixed Dividend has not been paid within six months of the relevant date set out in paragraph (ii) of Article 7(a); or

(iii) on the relevant Redemption Date the Company shall have failed to redeem any of the 'A' Shares then due for redemption; or

when the holders of the 'A' Shares shall have one vote for each 'A' Share held by them.

8. Whenever the capital of the Company is divided into different classes of shares, the special rights attached to any class may (unless otherwise provided by the terms of issue of the shares of that class) be varied or abrogated, whether or not the Company is being wound up, either with the consent in writing of the holders of 75 per cent in nominal value of the issued shares of the class, or with the sanction of an extraordinary resolution passed at a separate general meeting of such holders (but not otherwise). All the provisions of these Articles relating to general meetings of the Company shall, mutatis mutandis, apply to every such separate meeting, except that:-

(a) the necessary quorum shall be two persons holding or representing by proxy at least one-third in nominal value of the issued shares of the class or, at any adjourned meeting of such holders, those holders present in person or by proxy, whatever the amount of their holding; and

(b) any holder of shares of the class present in person or by proxy may demand a poll; and

(c) the holders of shares of the class shall, on a poll, have one vote in respect of every share of the class held by them respectively.

9. Subject to:-

(a) the provisions of Part V of the Act; and

(b) any rights attaching to any class of share of the Company;

the Company may:-

(i) issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or the shareholders concerned;

(ii) purchase any of its own shares (including any redeemable shares); and

(iii) make payment in respect of the redemption or purchase, pursuant to sections 159 and 160 or (as the case may be) section 162 of the Act and the relevant power under (i) or (ii) above, of any of its own shares, otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares to the extent permitted by sections 171 and 172 of the Act.

10. Subject to the provisions of the Act, a resolution in writing signed by all the members of the Company who would be entitled to receive notice of and to attend and vote at a General Meeting, or by their duly appointed attorneys, shall be as valid and effectual as if it had been passed at a General Meeting of the Company duly convened and held. Any such resolution may be contained in one document or in several documents in the same terms each signed by one or more of the members or their duly appointed attorneys and signature, in the case of a body corporate which is a member, shall be sufficient if made by a director or the secretary thereof or by its duly authorised representative.

PROCEEDINGS AT GENERAL MEETINGS

11. A poll shall be taken whenever directed by the Chairman or demanded by one or more Members entitled to vote and Regulation 58 of Part I of Table A shall be modified accordingly.

NUMBER OF DIRECTORS

12. There shall be no maximum or minimum number of Directors, and while there is only one Director, he may exercise all the powers of the Directors without the necessity of a meeting.

REMUNERATION OF DIRECTORS

13. Each of the Directors shall (subject to the provisions of any contract of service between him and the Company) be entitled to such yearly sum (if any) as may be fixed by the Directors for him by way of remuneration for his services. Any such remuneration shall be deemed to accrue from day to day and shall be apportionable accordingly.

14. The Directors may grant special remuneration to any Director who, being called upon, shall perform any special or extra services to or at the request of the Company. Such special remuneration may be made payable to such Director in addition to or in substitution for his ordinary remuneration as a Director.

EXECUTIVE DIRECTORS

15. (A) The Board may from time to time appoint one or more of their body to be an Executive Director under such title and on such terms as to remuneration and otherwise and for such period as they may determine, and a person so appointed is in these Articles referred to as an "Executive Director".

(B) The appointment of any Director to be an Executive Director shall be subject to termination if he ceases from any cause to be a Director, unless the contract or resolution under which he holds office shall expressly state otherwise but without prejudice to any claim he may have for damages for breach of any contract of service between him and the Company.

16. The Board may entrust to and confer upon any Executive Director any of the powers exercisable by them as Directors upon such terms and conditions and with such restrictions as they think fit, and either collaterally with or to the exclusion of their own powers and may from time to time revoke, withdraw, alter, or vary all or any of such powers.

BORROWING POWERS

17. The proviso to Regulation 79 of Part I of Table A shall not apply to the Company.

OTHER POWERS AND DUTIES OF DIRECTORS

18. The Board may establish any local boards or agencies for managing any of the affairs of the Company, either in the United Kingdom or elsewhere, and may appoint any persons to be members of such local boards or any managers or agents, and may fix their remuneration, and may delegate to any local board, manager or agent any of the powers authorities and discretions vested in the Board (other than the power to make calls), with power to sub-delegate and may authorise the members of any local board, or any of them, to fill any vacancies therein, and to act notwithstanding vacancies, and any such appointment or delegation may be made upon such terms and subject to such conditions as the Board may think fit, and the Board may remove any person so appointed, and may annul or vary any such delegation, but no person dealing in good faith and without notice of any such annulment or variation shall be affected thereby.

19. A Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout and he shall be counted in any quorum and, if he shall vote, his vote shall be counted when any such contract arrangement or matter is under consideration and paragraphs (2) and (4) of Regulation 84 of Part I of Table A shall not apply to the Company.

20. (A) The Board may grant such pensions, allowances, gratuities or other benefits to any persons or their wives, children or relatives or to the widows or dependents of any deceased persons in respect of services rendered by such persons or deceased persons to the Company or any subsidiary company as Directors or managers or in any other offices or employment under the Company or any such subsidiary as they may from time to time consider expedient in the interest of the Company or any such subsidiary. Any such pensions or allowances may be of such amounts and be granted for such periods as the Board considers advisable, either for a life or lives or for a definite period or for a period terminable on the happening of any contingency or event, and generally on such terms and conditions as the Board may think fit, and a pension may be granted to any officer or employee either before or in anticipation of or upon or at any time after actual retirement, and the right of the grantee to receive a pension or benefit so granted shall not be affected by his being appointed or continuing in office as a Director and receiving remuneration as such.

(B) The Board may provide out of the Company's moneys and vest in trustees upon trusts appropriate for the purpose, funds for providing for the payment of any pensions, allowances, gratuities or other benefits granted as aforesaid, and may also establish and contribute out of the Company's moneys to any schemes or funds under which officers and employees of the Company (including Directors holding other offices or employment) their wives, children, relatives, widows or dependents, will or may become entitled to receive pensions, allowances, life assurance and other benefits on retirement or death after a certain length of service.

21. The Board may from time to time elect from its members including any Executive Directors a Chairman and one or more Deputy Chairmen and determine the period for which each of them is to hold office respectively. The Chairman or in his absence, any Deputy Chairman shall preside at its meetings but if no such Chairman or Deputy Chairman be elected or if at any meeting the Chairman or any Deputy Chairman be not present within five minutes after the time appointed for holding the same, the Board shall choose one of its number to be a chairman of such meeting.

22. The last twenty-six words of Regulation 86 of Part I of Table A shall not apply to the Company.

DISQUALIFICATION OF DIRECTORS

23. The office of Director shall not be vacated pursuant to paragraph (f) of Regulation 88 of Part I of Table A unless and until the Directors pass a resolution that the Director in question has vacated office.

APPOINTMENT AND REMOVAL OF DIRECTORS

24. The Directors shall have power at any time and from time to time to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors.

25. Without prejudice to the last preceding Article the Company may by Ordinary Resolution appoint any person to be a Director either to fill a casual vacancy or as an additional Director.

26. The provisions of Section 185 of the Act shall not apply to the Company.

27. Without prejudice to the power of the Company under Section 184 of the Act to remove a Director by Ordinary Resolution the Company may by Extraordinary Resolution remove any Director and may by Ordinary Resolution appoint another Director in his stead.

ALTERNATE DIRECTORS

28. Any Director may by writing under his hand left at the Registered Office of the Company at any time appoint any other Director or appoint any person (who shall not be entitled to receive any remuneration from the Company but shall otherwise be subject to the provisions of these presents with regard to Directors) to be an alternate Director in his place, and every such alternate Director, subject to his giving the Company an address within the United Kingdom at which notices may be served upon him, shall be entitled to receive notices of all meetings of the Board and to attend and vote as a Director at any such meeting at which the Director appointing him is not personally present. In the absence of his appointor from England any such alternate Director generally shall have and exercise all the powers, rights, duties and authorities of the Director appointing him. Providing always that no such appointment of any person not being a Director shall be operative unless and until the approval of a majority of the Directors for the time being shall have been given. Any Director who is appointed as an alternate Director shall be entitled to vote at a meeting of the Directors on behalf of the Director so appointing him as distinct from the vote to which he is entitled in his own capacity as a Director of the Company and shall also be considered as two Directors for the purpose of making a quorum of Directors. A Director may at any time revoke the appointment of an alternate Director appointed by him and (subject to such approval as aforesaid) appoint another person in his place, and if a Director shall die or cease to hold the office of Director the appointment of his alternate Director shall thereupon cease and determine. Any revocation under this Article shall be effected by notice in writing under the hand of the Director making the same and any such notice if left at the Registered Office of the Company shall be sufficient evidence of such revocation.

PROCEEDINGS OF DIRECTORS

29. A resolution in writing signed by all the Directors for the time being entitled to receive notice of a meeting of the Board or (in the case of a Committee of the Board) all the members of such Committee shall be as effective for all purposes as a resolution passed at a meeting of the Board or of such Committee duly convened and held and may consist of several documents in the like form each signed by one or more of the Directors or members of such Committee.

SECRETARY

30. The Directors shall from time to time appoint and may remove a Secretary or Joint Secretaries and may appoint and remove one or more Deputy or Assistant Secretaries.

31. A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary, but any such provision requiring or authorising a

thing to be done by or to the Secretary shall be satisfied by its being done by or to any one Joint or Deputy or Assistant Secretary.

THE SEAL

32. (A) Subject as hereinafter provided Regulation 113 of Part I of Table A shall not apply to the Company. The Directors shall provide for the safe custody of the Seal, which shall be used and affixed in accordance with regulations made by the Directors. But if such regulations shall not be made, Regulation 113 of Part I of Table A shall apply to the Company.

(B) All policies, contracts of assurance, bonds, guarantees, indemnities, consents and undertakings may be in such form and contain such powers, provisos, conditions, covenants, clauses and agreements as the Board shall think fit, and it shall not be necessary for the same or any of them to be sealed with the Seal but the same and any other deeds and documents, which the Board resolve shall not be sealed, shall be signed by the Secretary or such other person or persons and in such manner as the Board may from time to time determine.

NOTICES

33. In Regulation 131 of Part I of Table A the words "in the case of a notice of a meeting" and all the words after the words "the letter containing the same is posted" shall be omitted.

INDEMNITY

34. Every Director, Executive Director, agent, Auditor, Secretary or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities (including any such liability as is mentioned in paragraph (b) of the proviso to Section 205 of the Act) which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by the said Section.

COMPANIES FORM No.173

Declaration in relation to the redemption or purchase of shares out of capital

173

Please do not write in this margin

Pursuant to section 173 of the Companies Act 1985

Please complete legibly, preferably in black type, or bold block lettering

To the Registrar of Companies
(Address overleaf - Note 4)

For official use

Company number 82051

Name of company

* Eagle Star Insurance Company Limited

* insert full name of company

Note
Please read the notes on page 2 before completing this form.

‡/We ø Andrew Stephen Melcher, Burrows Hill, Burrows Lane, Gomshall, Surrey GU5 9QE
Samuel Gerald Boyle, The Little House, Barnsley, Cirencester, Gloucestershire GL7 5EF
Anthony Lewis Russell Clark, The Water Gardens, Birchley Road, Cheltenham, Glos. GL52 6NY
Ian Malcolm MacInnes, 72 Prebend Gardens, London W6 0XU

ø insert name(s) and address(es) of all the directors

being four of the directors

† delete as appropriate

[~~the sole director~~][~~all the directors~~]† of the above company do solemnly and sincerely declare that:

The business of the company is:

§ delete whichever is inappropriate

~~(a) that of a [recognised bank][licensed institution]† within the meaning of the Banking Act 1979§~~

(b) that of a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to carry on insurance business in the United Kingdom§

~~(c) that of something other than the above§~~

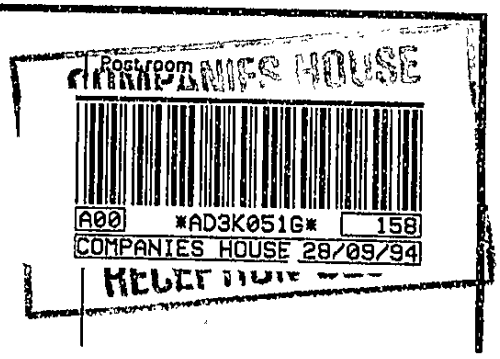
The company is proposing to make a payment out of capital for the redemption or purchase of its own shares

The amount of the permissible capital payment for the shares in question is £ USD 162,541,053.65 (note 1)

Continued overleaf

Presentor's name address and reference (if any):

For official Use
General Section



I/We have made full enquiry into the affairs and prospects of the company, and I/we have formed the opinion:

(a) as regards its initial situation immediately following the date on which the payment out of capital is proposed to be made, that there will be no grounds on which the company could then be found unable to pay its debts (note 2), and

(b) as regards its prospects for the year immediately following that date, that, having regard to my/our intentions with respect to the management of the company's business during that year and to the amount and character of the financial resources which will in my/our view be available during that year, the company will be able to continue to carry on business as a going concern (and will accordingly be able to pay its debts as they fall due) throughout that year.(note 2)

Please do not write in this margin

Please complete legibly,preferably in black type, or bold black letterin

And I/we 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 The Grange, Bishops House Watermouth, Ilfd.

the 22nd day of September

one thousand nine hundred and ninety four

before me R.A. Hunt

A Commissioner for Oaths, or Notary Public, or Justice of the Peace, or Solicitor having the powers conferred on a Commissioner for Oaths.

Declarant(s) to sign below

A. S. Hobbs

I. T. Rae Hunt.

Notes

1 'Permissible capital payment' means an amount which, taken together with
(i) any available profits of the company; and
(ii) the proceeds of any fresh issue of shares made for the purposes of the redemption or purchase;
is equal to the price of redemption or purchase.
'Available profits' means the company's profits which are available for distribution (within the meaning of section 172 and 263 of the Companies Act 1985).
The question whether the company has any profits so available and the amount of any such profits is to be determined in accordance with section 172 of the Companies Act 1985.

2 Contingent and prospective liabilities of the company must be taken into account, see sections 173(4) & 517 of the Companies Act 1985.

3 A copy of this declaration together with a copy of the auditors report required by section 173 of the Companies Act 1985, must be delivered to the Registrar of Companies not later than the day on which the company publishes the notice required by section 175(1) of the Companies Act 1985, or first publishes or gives the notice required by section 175(2), whichever is the earlier.

4 The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF4 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies
Companies House
100-102 George Street
Edinburgh
EH2 3DJ

COMPANIES FORM No.173

Declaration in relation to the redemption or purchase of shares out of capital

173

Please do not write in this margin

Pursuant to section 173 of the Companies Act 1985

Please complete legibly, preferably in black type, or bold block lettering

To the Registrar of Companies
(Address overleaf - Note 4)

For official use

Company number 82051

Name of company

* insert full name of company

* Eagle Star Insurance Company Limited

Note
Please read the notes on page 2 before completing this form.

ø insert name(s) and address(es) of all the directors

I/We ø Derek McIntyre McLaughlan, 6 Colgrove Down, Cumnor Hill, Oxford OX2 9HT
Keith William Morris, The Paddocks, Private Road, Rodborough Common, Stroud, Glouc GL5 5BT
Colin Edward Parker, Wydlings, Barling Road, Nr Southen on Sea, Essex SS3 0ND

being three of the directors

† delete as appropriate

~~[the sole director][all the directors]~~† of the above company do solemnly and sincerely declare that:

The business of the company is:

§ delete whichever is inappropriate.

~~(a) that of a [recognised bank][licensed institution]† within the meaning of the Banking Act 1979§~~

(b) that of a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to carry on insurance business in the United Kingdom§

~~(c) that of something other than the above§~~

The company is proposing to make a payment out of capital for the redemption or purchase of its own shares

The amount of the permissible capital payment for the shares in question is £ USD 162,541,053.65 (note 1)

Continued overleaf

Presentor's name address and reference (if any):

For official Use
General Section

COMPANIES HOUSE 28/09/94

I/We have made full enquiry into the affairs and prospects of the company, and I/we have formed the opinion:

(a) as regards its initial situation immediately following the date on which the payment out of capital is proposed to be made, that there will be no grounds on which the company could then be found unable to pay its debts (note 2), and

(b) as regards its prospects for the year immediately following that date, that, having regard to my/our intentions with respect to the management of the company's business during that year and to the amount and character of the financial resources which will in my/our view be available during that year, the company will be able to continue to carry on business as a going concern (and will accordingly be able to pay its debts as they fall due) throughout that year.(note 2)

Please do not write in this margin

Please complete legibly,preferably in black type, or bold block letterin

And I/we 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 The Grange, Bishop's Cleeve Cheltenham Glos

the 22nd day of September

one thousand nine hundred and ninety four

before me Rallyat

A Commissioner for Oaths, or Notary Public, or Justice of the Peace, or Solicitor having the powers conferred on a Commissioner for Oaths.

Declarant(s) to sign below

D Mclaughlan

E L Mars

C.E. Parker

Notes

1 'Permissible capital payment' means an amount which, taken together with
(i) any available profits of the company; and
(ii) the proceeds of any fresh issue of shares made for the purposes of the redemption or purchase;
is equal to the price of redemption or purchase.
'Available profits' means the company's profits which are available for distribution (within the meaning of section 172 and 263 of the Companies Act 1985).
The question whether the company has any profits so available and the amount of any such profits is to be determined in accordance with section 172 of the Companies Act 1985.

2 Contingent and prospective liabilities of the company must be taken into account, see sections 173(4) & 517 of the Companies Act 1985.

3 A copy of this declaration together with a copy of the auditors report required by section 173 of the Companies Act 1985, must be delivered to the Registrar of Companies not later than the day on which the company publishes the notice required by section 175(1) of the Companies Act 1985, or first publishes or gives the notice required by section 175(2), whichever is the earlier.

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The Registrar of Companies
Companies House
Crown Way
Cardiff
CF4 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies
Companies House
100-102 George Street
Edinburgh
EH2 3DJ

COMPANIES FORM No.173

Declaration in relation to the redemption or purchase of shares out of capital

173

Please do not write in this margin

Pursuant to section 173 of the Companies Act 1985

Please complete legibly, preferably in black type, or bold block lettering

To the Registrar of Companies
(Address overleaf - Note 4)

For official use

Company number 82051

Name of company

* Eagle Star Insurance Company Limited

* insert full name of company

Note
Please read the notes on page 2 before completing this form.

I/We ø Sheridan Parry Roberts, Winding Waters, Cranham, Gloucestershire GL4 8HP

ø insert name(s) and address(es) of all the directors

being a director

† delete as appropriate

~~[the sole director][all the directors]~~† of the above company do solemnly and sincerely declare that:

The business of the company is:

§ delete whichever is inappropriate.

(a) ~~that of a [recognised bank][licensed institution]† within the meaning of the Banking Act 1979~~§

(b) that of a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to carry on insurance business in the United Kingdom§

~~(c) that of something other than the above§~~

The company is proposing to make a payment out of capital for the redemption or purchase of its own shares

The amount of the permissible capital payment for the shares in question is £ USD 162,541,053.65 (note 1)

Continued overleaf

Presentor's name address and reference (if any):

For official Use
General Section

Post room
A00 *AD3JY51D* 156
COMPANIES HOUSE 28/09/94

I/We have made full enquiry into the affairs and prospects of the company, and I/we have formed the opinion:

(a) as regards its initial situation immediately following the date on which the payment out of capital is proposed to be made, that there will be no grounds on which the company could then be found unable to pay its debts (note 2), and

(b) as regards its prospects for the year immediately following that date, that, having regard to my/our intentions with respect to the management of the company's business during that year and to the amount and character of the financial resources which will in my/our view be available during that year, the company will be able to continue to carry on business as a going concern (and will accordingly be able to pay its debts as they fall due) throughout that year.(note 2)

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

And I/we 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 The Grange, Bourne Lane, Westerham Kent

the 26th day of September

one thousand nine hundred and ninety four

before me R Hunt

A Commissioner for Oaths, or Notary Public, or Justice of the Peace, or Solicitor having the powers conferred on a Commissioner for Oaths.

Declarant(s) to sign below

J. P. Gould

Notes

1 'Permissible capital payment' means an amount which, taken together with
(i) any available profits of the company; and
(ii) the proceeds of any fresh issue of shares made for the purposes of the redemption or purchase;
is equal to the price of redemption or purchase.
'Available profits' means the company's profits which are available for distribution (within the meaning of section 172 and 263 of the Companies Act 1985).
The question whether the company has any profits so available and the amount of any such profits is to be determined in accordance with section 172 of the Companies Act 1985.

2 Contingent and prospective liabilities of the company must be taken into account, see sections 173(4) & 517 of the Companies Act 1985.

3 A copy of this declaration together with a copy of the auditors report required by section 173 of the Companies Act 1985, must be delivered to the Registrar of Companies not later than the day on which the company publishes the notice required by section 175(1) of the Companies Act 1985, or first publishes or gives the notice required by section 175(2), whichever is the earlier.

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The Registrar of Companies
Companies House
Crown Way
Cardiff
CF4 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies
Companies House
100-102 George Street
Edinburgh
EH2 3DJ

COMPANIES FORM No.173

Declaration in relation to the redemption or purchase of shares out of capital

173

Please do not write in this margin

Pursuant to section 173 of the Companies Act 1985

Please complete legibly, preferably in black type,or bold block lettering

To the Registrar of Companies
(Address overleaf - Note 4)

For official use

Company number 82051

Name of company

* Eagle Star Insurance Company Limited

* Insert full name of company

Note
Please read the notes on page 2 before completing this form.

I/We ø David John Alexander Winter, 14 Aldersbrook Road, Solihull, West Midlands B91 1NN

ø Insert name(s) and address(es) of all the directors

being a director

† delete as appropriate

~~[the sole director][all the directors]†~~ of the above company do solemnly and sincerely declare that:

The business of the company is:

§ delete whichever is inappropriate

~~(a) that of a [recognised bank][licensed institution]† within the meaning of the Banking Act 1979§~~

(b) that of a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to carry on insurance business in the United Kingdom§

~~(c) that of something other than the above§~~

The company is proposing to make a payment out of capital for the redemption or purchase of its own shares

The amount of the permissible capital payment for the shares in question is £ USD 162,541,053.65 (note 1)

Continued overleaf

Presentor's name address and reference (if any):

For official Use
General Section

Post room

COMPANIES HOUSE 28/09/94

I/We have made full enquiry into the affairs and prospects of the company, and I/we have formed the opinion:

(a) as regards its initial situation immediately following the date on which the payment out of capital is proposed to be made, that there will be no grounds on which the company could then be found unable to pay its debts (note 2), and

(b) as regards its prospects for the year immediately following that date, that, having regard to my/our intentions with respect to the management of the company's business during that year and to the amount and character of the financial resources which will in my/our view be available during that year, the company will be able to continue to carry on business as a going concern (and will accordingly be able to pay its debts as they fall due) throughout that year.(note 2)

Please do not write in this margin

Please complete legibly,preferably in black type, or bold block lettering

And I/we 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 The Grange, Bishops Waltham Hos.

the 26th day of September

one thousand nine hundred and ninety four

before me Rallyt

A Commissioner for Oaths, or Notary Public, or Justice of the Peace, or Solicitor having the powers conferred on a Commissioner for Oaths.

Declarant(s) to sign below

Notes

1 'Permissible capital payment' means an amount which, taken together with
(i) any available profits of the company; and
(ii) the proceeds of any fresh issue of shares made for the purposes of the redemption or purchase;
is equal to the price of redemption or purchase.
'Available profits' means the company's profits which are available for distribution (within the meaning of section 172 and 263 of the Companies Act 1985).
The question whether the company has any profits so available and the amount of any such profits is to be determined in accordance with section 172 of the Companies Act 1985.

2 Contingent and prospective liabilities of the company must be taken into account, see sections 173(4) & 517 of the Companies Act 1985.

3 A copy of this declaration together with a copy of the auditors report required by section 173 of the Companies Act 1985, must be delivered to the Registrar of Companies not later than the day on which the company publishes the notice required by section 175(1) of the Companies Act 1985, or first publishes or gives the notice required by section 175(2), whichever is the earlier.

4 The address for companies registered in England and Wales or Wales is:-

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Companies House
Crown Way
Cardiff
CF4 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies
Companies House
100-102 George Street
Edinburgh
EH2 3DJ

Coopers &Lybrand

chartered accountants

Plumtree Court
London EC4A 4HT

telephone 071-583 5000

cables Colybrand London
telex 887470
facsimile 071-822 4652

your reference

our reference
DivE/JP/eag269

PRIVATE AND CONFIDENTIAL
The Directors
Eagle Star Insurance Company Limited
60 St Mary Axe
London
EC3A 8JQ

26 September 1994

Dear Sirs

Auditors' report to the directors of Eagle Star Insurance Company Limited pursuant to section 173(5) of the Companies Act 1985

We have examined the attached statutory declaration of the directors of Eagle Star Insurance Company Limited ("the Company") dated 26 September 1994 in connection with the Company's proposed purchase of 175,000,000 of its "A" Cumulative Redeemable Convertible Preference shares of US$1 each by a payment out of capital and reserves.

Basis of opinion

We have enquired into the state of the Company's affairs in order to review the bases for the statutory declaration.

Opinion

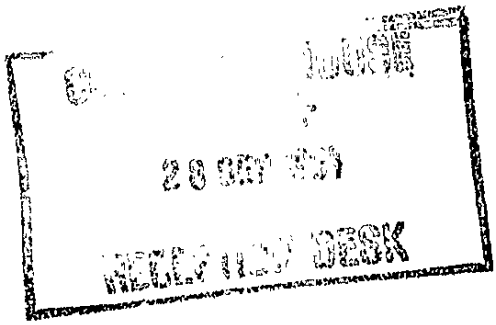
In our opinion, the amount of $162,541,054 (£105,068,555 at an exchange rate of 1.547 as at 30 June 1994) specified in the statutory declaration of the directors as the permissible capital payment for the shares to be purchased has been properly determined in accordance with sections 171 and 172 of the Companies Act 1985.

We are not aware of anything to indicate that the opinion expressed by the directors in their declaration as to any of the matters mentioned in section 173(3) of the Companies Act 1985 is unreasonable in all the circumstances.

Yours faithfully

Coopers & Lybrand

Chartered Accountants and Registered Auditors



Coopers & Lybrand is a member firm of Coopers & Lybrand (International)

Partners are partners of Coopers & Lybrand, the Main Firm, or one of its associate firms. A list of partners' names for each firm is available at the above address. The Main Firm is authorised by the Institute of Chartered Accountants in England and Wales to carry on investment business. All partners of the associate firms are authorised to conduct business as agents of, and all contracts are made with, the Main Firm.

MINUTE BOOK

WRITTEN RESOLUTION

OF

EAGLE STAR INSURANCE COMPANY LIMITED

(REGISTERED NO. 82051)

RESOLUTION OF THE SOLE MEMBER

We, Eagle Star Life Assurance Company Limited, being the sole holder of all of the ordinary shares of the above named company who, at the date of this resolution would be entitled to attend and vote at general meetings of the Company, HEREBY PASS the undermentioned resolution as a SPECIAL RESOLUTION and agree that the said resolution shall, for all purposes be as valid and effective as if the same had been passed by us at a general meeting of the Company duly convened and held:-

THAT the payment by the Company of $162,541,053.65 out of capital as defined in S171 to 173 inclusive of the Companies Act 1985 in respect of the redemption at a price of $1 per share of 162,541,053.65 of the Company's "A" Cumulative Redeemable Convertible Preference Shares of US$1 be and is hereby authorised.

.....

M D Comfort
Secretary
Eagle Star Life Assurance Company Limited

Date: 26 September 1994

Note: The signed Statutory Declaration(s) and signed Auditors Report were supplied to the above mentioned at the time the resolution was presented for signature.

Chairman's Initials

COMPANIES FORM No. 122

Notice of consolidation, division, sub-division, redemption or cancellation of shares, or conversion, re-conversion of stock into shares

122

Please do not write in this margin

Pursuant to section 122 of the Companies Act 1985

Please complete legibly, preferably in black type, or bold block lettering

To the Registrar of Companies
(Address overleaf)

For official use

Company number 82051

Name of company

* Insert full name of company

* Eagle Star Insurance Company Limited

gives notice that:

a) On 22nd September 1994 the directors approved a part redemption of 12,458,946.35 "A" Cumulative Redeemable Convertible Preference Shares of US$1 each

and

b) On 26th September 1994 the shareholders approved by Special Resolution a part redemption of 162,541,053.65 "A" Cumulative Redeemable Convertible Preference Shares which became effective 4th November 1994.

‡ Insert Director, Secretary, Administrator, Administrative Receiver or Receiver (Scotland) as appropriate

Signed [signature] Designation‡ SECRETARY Date 13 December 1994

Presentor's name address and reference (if any):
Group Secretary's Department
Eagle Star Group
Eagle Star Centre
Montpellier Drive
Cheltenham
Glos
GL53 7LQ

For official Use
General Section | Post room

A14 *A1HTY76W* 211
COMPANIES HOUSE 14/12/94

COMPANIES FORM No. 122

Notice of consolidation, division, sub-division, redemption or cancellation of shares, or conversion, re-conversion of stock into shares

122

Please do not write in this margin

Pursuant to section 122 of the Companies Act 1985

Please complete legibly, preferably in black type, or bold block lettering

To the Registrar of Companies
(Address overleaf)

For official use

Company number 82051

Name of company

* Eagle Star Insurance Company Limited

* insert full name of company

gives notice that:

a) On 22nd September 1994 the directors approved a part redemption of 12,458,946.35 "A" Cumulative Redeemable Convertible Preference Shares of US$1 each

and

b) On 26th September 1994 the shareholders approved by Special Resolution a part redemption of 162,541,053.65 "A" Cumulative Redeemable Convertible Preference Shares which became effective 4th November 1994.

‡ Insert Director, Secretary, Administrator, Administrative Receiver or Receiver (Scotland) as appropriate

Signed [signature] Designation‡ SECRETARY Date 15 December 1994

Presentor's name address and reference (if any):
Group Secretary's Department
Eagle Star Group
Eagle Star Centre
Montpellier Drive
Cheltenham
Glos
GL53 7LQ

For official Use
General Section

Post room

EDX *E2W2B00P* 278
COMPANIES HOUSE 14/12/94

COMPANIES FORM No. 122

Notice of consolidation, division, sub-division, redemption or cancellation of shares, or conversion, re-conversion of stock into shares

122

Please do not write in this margin

Pursuant to section 122 of the Companies Act 1985

Please complete legibly, preferably in black type, or bold block lettering

To the Registrar of Companies
(Address overleaf)

For official use

Company number 82051

Name of company

* Eagle Star Insurance Company Limited

* Insert full name of company

gives notice that:

On 14th December 1994 122,795,224 unissued Ordinary Shares of 25p each were consolidated into 30,698,806 Ordinary Shares of £1 each by an Ordinary Resolution of the shareholders.

‡ Insert Director, Secretary, Administrator, Administrative Receiver or Receiver (Scotland) as appropriate

Signed [signature] Designation‡ SECRETARY Date 14 December 1994

Presentor's name address and reference (if any):
Group Secretary's Department
Eagle Star Group
Eagle Star Centre
Montpellier Drive
Cheltenham
Glos
GL53 7LQ

For official Use
General Section

Post room

A24 *A20XP77C* 220
COMPANIES HOUSE 15/12/94

WRITTEN RESOLUTIONS

OF

EAGLE STAR INSURANCE COMPANY LIMITED

(REGISTERED NO. 82051)

We, the undersigned, being the sole holder of all of the ordinary shares of the above named company who, at the date of this resolution would be entiled to attend and vote at general meetings of the Company, HEREBY PASS the undermentioned resolutions numbered 1 and 2 as ORDINARY RESOLUTIONS and the undermentioned resolution numbered 3 as a SPECIAL RESOLUTION and agree that the said resolutions shall, for the purpose, be as valid and effective as if the same had been passed by us at a general meeting of the Company duly convened and held:-

1. That, consequent upon the redemption of the whole of the issued "A" Cumulative Redeemable Convertible Preference Shares then in issue, it is hereby resolved to cancel 175,000,000 "A" Cumulative Redeemable Convertible Preference Shares of USD1 each and that the amount of the Company's authorised share capital be and is hereby diminished by USD175,000,000.

2. That the 122,795,224 unissued Ordinary Shares of 25p each in the capital of the company be and are hereby consolidated and divided into 30,698,806 Ordinary Shares of £1 each.

3. That Article 7 of the Articles of Association of the Company be and is hereby revoked and that the following be and is hereby substituted therefor:

   7. The share capital of the Company is £500,000,000 divided into 500,000,000 Ordinary Shares of £1 each

..... Dated 14th day of December 1994

M D Comfort
(Duly authorised representative of
Eagle Star Life Assurance Company Limited)

A24 *A20XM779* 217
COMPANIES HOUSE 15/12/94

COMPANIES FORM No. 122

Notice of consolidation, division, sub-division, redemption or cancellation of shares, or conversion, re-conversion of stock into shares

122

Please do not write in this margin

Pursuant to section 122 of the Companies Act 1985

Please complete legibly, preferably in black type, or bold block lettering

To the Registrar of Companies
(Address overleaf)

For official use

Company number 82051

Name of company

* Eagle Star Insurance Company Limited

* Insert full name of company

gives notice that:

On 14th December 1994 the shareholders resolved by Ordinary Resolution that 175,000,000 "A" Cumulative Redeemable Convertible Preference Shares of US$1 each be cancelled thus diminishing the company's authorised share capital by US$175,000,000.

‡ Insert Director, Secretary, Administrator, Administrative Receiver or Receiver (Scotland) as appropriate

Signed [signature] Designation‡ SECRETARY Date 14 December 1994

Presentor's name address and reference (if any):
Group Secretary's Department
Eagle Star Group
Eagle Star Centre
Montpellier Drive
Cheltenham
Glos
GL53 7LQ

For official Use
General Section | Post room

A24 *A20X077B* 219
COMPANIES HOUSE 15/12/94

Certified to be a true copy

Secretary

No. 82051

The Companies Act, 1985

COMPANY LIMITED BY SHARES

MEMORANDUM

AND

NEW ARTICLES OF ASSOCIATION

(adopted 17 September 1980)

of

EAGLE STAR INSURANCE COMPANY LIMITED

(By a Special Resolution passed on the 26th day of June 1985 and the 24th day of May 1990 the Memorandum of Association was amended)

(By a Special Resolution passed on the 14th day of December 1992 and the 14th day of December 1994 the Articles of Assocation was amended)

Incorporated the 15th September 1904

Simmons & Simmons,
Solicitors,
14, Dominion Street,
London EC2M 2RJ

A24 *A20XN77A* 218
COMPANIES HOUSE 15/12/94

THE COMPANIES ACT 1985

Company No. 82051

The Registrar of Companies for England and Wales hereby certifies that EAGLE STAR INSURANCE COMPANY LIMITED, (originally called BRITISH DOMINIONS MARINE INSURANCE CO, LIMITED, changed its name on 9th February 1911 to BRITISH DOMINIONS GENERAL INSURANCE COMPANY LIMITED, which was changed on 25th May 1917 to EAGLE AND BRITISH DOMINIONS INSURANCE COMPANY LIMITED, which was changed on 5th December 1917 to EAGLE, STAR AND BRITISH DOMINIONS INSURANCE COMPANY LIMITED, which was changed on 1st May 1937 to EAGLE STAR INSURANCE COMPANY LIMITED, each change having been made by special resolution and with the approval of the Board of Trade) was incorporated under the Companies Act 1862 to 1900 as a limited company on 13th September 1904.**********

Given at Companies House, Cardiff, the 16th December 1993

R. C. Edwards

R. C. EDWARDS

for the Registrar of Companies

COMPANIES HOUSE C16(L)

EAGLE STAR INSURANCE COMPANY LIMITED

CAPITAL HISTORY

1904 The Company was incorporated with Capital of £600,000 divided into 200,000 shares of £3 each.

1905]
1908] A total of 41,000 shares were designated 6 per cent Cumulative Preference
1911] Shares.

1915 The Capital was increased to £1,000,002 by the creation of 133,334 additional Ordinary Shares of £3 each.

1916 The Capital was increased to £3,000,000 by the creation of 559,558 Preferred ordinary Shares of £3 each, and 107,109 additional Ordinary Shares of £3 each.

1933 The 41,000 6 per cent. Cumulative Preference Shares of £3 each were sub-divided into 123,000 4 per cent. Cumulative Preference Shares of £1 each.

1933 The Capital was increased to £3,900,000 by the creation of 877,000 4 per cent. Cumulative Preference Shares of £1 each, and 23,000 unclassified Shares of £1 each.

1934 The Capital was increased to £5,067,868 by the creation of 1,000,000 4 per cent. Second Cumulative Preference Shares of £1 each, and 55,956 additional Preferred Ordinary Shares of £3 each.

1936 The Capital was increased to £5,500,000 by the creation of 144,044 additional Ordinary Shares of £3 each.

1937 By means of a Scheme of Arrangement the 543,486 Ordinary Shares of £3 each were re-organised as follows:-

291,831	were sub-divided into 1,750,986 Ordinary Shares of 50p each.
52,250	were consolidated and then sub-divided to produce 62,700 Ordinary Shares of 50p each and 41,800 Ordinary Shares of £3 each.
60,000	were consolidated and then sub-divided to produce 36,000 Ordinary Shares of 50p each and 54,000 Ordinary Shares of £3 each.
77,313	were sub-divided into 463,878 Ordinary Shares of 50p each, and
62,092	remained unaltered.

1956 By means of a Scheme of Arrangement the Capital was re-organised as follows:-

(a) The Capital was reduced to £3,289,501 divided into:-

1,000,000 4 per cent. Cumulative Preference Shares of £1 each,

1,000,000 4 per cent. Second Cumulative Preference Shares of £1 each,

651,514 Preferred Ordinary Shares of 50p each,

2,471,450 Ordinary Shares of 50p each,

6 Ordinary Shares of 5p each,

23,000 unclassified Shares of £1 each,

(b) (i) 615,514 Preferred Ordinary Shares of 5p each were converted into the same number of Ordinary Shares of 5p each, making a total with the pre-existing 6 Ordinary Shares of 615,520 such Shares; every 10 of such Shares were converted into 1 Ordinary Share of 50p (producing a total of 61,552 Ordinary Shares of 50p each),

(ii) the 23,000 unclassified Shares of £1 each were sub-divided into 46,000 unclassified Shares of 50p each,

(c) The Capital was increased to its former figure of £5,500,000 by the creation of 3,466,998 Ordinary Shares of 50p each, and 954,000 unclassified Shares of 50p each.

Note: As the result of these changes the Capital was £5,500,000 divided into:-

1,000,000 4 per cent. Preference Shares of £1 each,

1,000,000 4 per cent. Second Preference Shares of £1 each,

6,000,000 Ordinary Shares of 50p each,

1,000,000 unclassified Shares of 50p each.

1959 The Capital was increased to £14,000,000 by the creation of 17,000,000 new Ordinary Shares of 50p each. The 1,000,000 unclassified Shares of 50p each were designated Ordinary Shares of 50p each.

Note: As the result of these changes the Capital was £14,000,000 divided into:-

1,000,000 4 per cent. Preference Shares of £1 each,

1,000,000 4 per cent. Second Preference Shares of £1 each, and

24,000,000 Ordinary Shares of 50p each.

1969 The Capital was increased to £25,000,000 by the creation of 22,000,000 new Ordinary Shares of 50p each.

1973 The Capital was increased to £30,000,000 by the creation of 10,000,000 new Ordinary Shares of 50p each.

The Ordinary Capital was re-organised by sub-dividing the 56,000,000 Ordinary Shares of 50p each into 112,000,000 Ordinary Shares of 25p each.

1975 The Capital was increased to £45,000,000 by the creation of 60,000,000 new Ordinary Shares of 25p each.

1977 By means of a Scheme of Arrangement the Capital was reduced to £43,000,000 by the cancellation of the 1,000,000 4 per cent. Preference Shares of £1 each and the 1,000,000 4 per cent. Second Preference Shares of £1 each and was increased to its former figure of £45,000,000 by the creation of 8,000,000 new Ordinary Shares of 25p each.

1979 By means of a Scheme of Arrangement the whole of the issued Capital of the Company was acquired by Eagle Star Holdings Limited and holders of the Shares in the Company received an equal number of shares in Eagle Star Holdings Limited.

1991 The Capital was increased to £100,000,000 by the creation of 220,000,000 new Ordinary Shares of 25p each.

1992 The Capital of Eagle Star Insurance Company Limited was increased from £100,000,000 to £500,000,000 and US$175,000,000 by the creation of 400,000,000 new Ordinary Shares of £1 each and 175,000,000 "A" Cumulative Redeemable Convertible Preference Shares of US$1 each and the existing issued ordinary share capital being 277,204,773 shares of £0.25 each were redesignated into 69,301,194 shares of £1 each.

1994 The issued share capital of the company was reduced following the redemption of the company's 175,000,000 "A" Cumulative Redeemable Convertible Preference Shares of US$1 each as follows:-

On 22 September 1994 - 12,458,946.35 shares were redeemed from distributable profits and the remaining 162,541,053.65 shares were redeemed out of capital effective 4 November 1994.

1994 On 14 December 1994 the existing unissed Ordinary Shares of 25p each were consolidated into 30,698,806 Ordinary Shares of £1 each, and the authorised share capital of the company was diminshed by US$175 million on cancellation of the 175,000,000 "A" Cumulative Redeemable Convertible Preference Shares of US$1 each.

No. 82051

EAGLE STAR INSURANCE COMPANY LIMITED

At an Extraordinary General Meeting of the above-named Company duly convened and held at 1, Threadneedle Street, London, EC2R 8BE, on 17th September 1980, the following resolution was duly passed as a Special Resolution.

SPECIAL RESOLUTION

That the regulations contained in the document submitted to this meeting and for the purpose of identification signed by the Chairman thereof be adopted as the Articles of Association of the Company in substitution for and to the exclusion of all existing Articles of Association.

D. M. Mountain
Chairman and Managing Director

No. 82051

EAGLE STAR INSURANCE COMPANY LIMITED

At an Extraordinary General Meeting of the above named Company duly convened and held at 1, Threadneedle Street, London, EC2R 8BE, on Wednesday 26th June 1985, the following resolution was duly passed as a Special Resolution.

SPECIAL RESOLUTION

THAT the provisions of the Memorandum of Association of the Company with respect to its objects be and are hereby altered:-

(a) by re-lettering the existing sub-clauses (Z) and (AA) of Clause 3 as (AA) and (BB) respectively; and

(b) by adding the following new sub-clause to be lettered (Z) to Clause 3, namely,

"(Z) To enter into any guarantee, contract of indemnity or suretyship whether by personal covenant or by mortgage or charge on all or any part of the undertaking, property or assets of the Company (including its uncalled capital) and in particular (but without prejudice to the generality of the foregoing) with or without consideration to guarantee or give security as aforesaid for the payment of any principal monies, premiums, interest and other monies secured by or payable under any obligations or securities of any company which is (within the meaning of Section 154 of the Companies Act 1948) in relation to the Company a holding company or a subsidiary company or a subsidiary company of any such holding company."

D. M. Mountain
Chairman and Managing Director

No. 82051

EAGLE STAR INSURANCE COMPANY LIMITED

At an Extraordinary General Meeting of the above-named Company duly convened and held at 1, Threadneedle Street, London EC2R 8BE, on 1 February 1988, the following resolution was duly passed as a Special Resolution:

SPECIAL RESOLUTION

THAT the Bill now before Parliament intituled "A Bill to authorise the removal of restrictions attaching to part of the former burial ground and church of Saint Benet Fink (otherwise known as Saint Benet Fink) in the City of London; to authorise the use thereof for other purposes; and for purposes connected therewith" be and is hereby approved subject to such additions, alterations and variations as Parliament may think fit to make therein and as may be approved by the directors.

M. A. Butt
Chairman

Company No. 82051

EAGLE STAR INSURANCE COMPANY LIMITED

At an Extraordinary General Meeting of the above-named Company held at 60. St Mary Axe, London EC3A 8JQ, on 24th May 1990 the following Resolution was duly passed as a Special Resolution:

SPECIAL RESOLUTION

THAT the provisions of the Memorandum of Association of the Company be altered by deleting sub-clause (T) of clause 3 thereof and substituting therefor the following sub-clause, namely -

> (T) To sell, exchange, let, develop, dispose of, or otherwise deal with all or any part of the undertaking and property of the Company, upon such terms and for such price or other consideration of any kind as the Company may think fit; and without prejudice to the foregoing, and, for the avoidance of doubt, as a separate and independent main object of the Company, by any means and on any terms whatsoever to transfer or dispose of the whole or any part of the long term business of the Company, whether carried on in the United Kingdom or elsewhere, to Eagle Star Life Assurance Company Limited.

M. A .Butt
Chairman

9525

COMPANY NO: 82051

The Companies Act 1985

Company Limited by Shares

EAGLE STAR INSURANCE COMPANY LIMTIED

On 14th December 1992 at an Extraordinary General Meeting of the Members of the above Company, the following Resolutions were passed:-

ORDINARY RESOLUTIONS

1. (a) That the authorised share capital of Eagle Star Insurance Company Limited be and is hereby increased from £100,000,000 to £500,000,000 and US$175,000,000 by the creation of 400,000,000 new Ordinary Shares of £1 each and 175,000,000 Cumulative Redeemable Convertible Preference Shares of US$1 each.

   (b) That the existing issued ordinary shares capital being 277,204,773 shares of £0.25 each be redesignated into 69,301,194 shares of £1 each.

2. That the Directors of the Company be generally and unconditionally authorised in accordance with Section 80 of the Companies Act 1985 to exercise all the powers of the Company to allot relevant securities up to an aggregate nominal amount of US$175,000,000 such authority to expire five years from the date of the passing of this Resolution, but to be capable of previous revocation or variation from time to time by the Company in general meeting and of renewal from time to time by the Company in general meeting for a further period not exceeding five years and to be in addition to, and without prejudice to, any and all previous authorities to allot relevant securities given to the Directors which shall remain in full force and effect. The authority conferred by this resolution shall enable the Company to make offers or agreements before the expiry of that authority, which would or might require relevant securities to be allotted after the expiry of such authority or power (provided that such allotments would fall within the said maximum limit) and the Directors may allot relevant securities in pursuance of any such offer or agreement as if such authority had not expired. For the purposes of this Resolution words and expressions defined in or for the purposes of the said Section 80 shall have the same meaning in this Resolution.

SPECIAL RESOLUTIONS

3. That the Directors of the Company be and they are hereby empowered pursuant to Section 95 of the Companies Act 1985 ("the Act") to allot equity securities (as defined in Section 94(2) of the Act) pursuant to the authority conferred by Ordinary Resolution No. 2 passed at the Extraordinary General Meeting at which this Resolution is passed, as if Section 89(1) of the Act did not apply to any such allotment. The power conferred by this Resolution shall enable the Company to make any offer or agreement

before the expiry of that power that would or might require equity securities to be allotted after such power expires and the Directors may allot equity securities in pursuance of any such offer or agreement as if such a power had not expired.

4. That the Articles of Association of the Company be altered as follows:-

   (A) by the addition of new Regulations 6 to 10 (inclusive) in the form produced to the Meeting and initialled by the Chairman of the Meeting for the purposes of identification after existing Regulation 5;

   (B) by the renumbering of existing Regulations 6 to 29 (inclusive) as Regulations 11 to 34 (inclusive)

.....
Chairman

6. (A) For the purposes of Section 80 of the Act, the Directors are generally and unconditionally authorised to exercise all powers of the Company to allot relevant securities as defined in the said section up to an aggregate nominal amount of 499,999,998. This authority shall expire five years from the date on which the resolution adopting these Articles is passed but may be previously revoked or varied by the Company in general meeting and may from time to time be renewed by the Company in general meeting for a further period not exceeding five years. The Company may make any offer or agreement before the expiry of this authority what would or might require relevant securities to be allotted after this authority has expired and the Directors may allot relevant securities in pursuance of any such offer or agreement as if this authority had not expired.

(B) Sub-section (1) of section 89 and sub-section (1) to (6) of section 90 of the Act shall not apply.

7. The share capital of the Company at the date of the adoption of this Article is £500,000,000 and US$175,000,000 divided into 500,000,000 Ordinary Shares of £1 each and 175,000,000 'A' Cumulative Redeemable Convertible Preference Shares of US$1 each (the 'A' Shares).

The rights attaching to the respective classes of shares shall be:-

(a) Income

The profits of the Company available for distribution shall be applied as follows:-

(i) in paying to the holders of the 'A' Shares a fixed cumulative preferential net cash dividend (the "Preference Dividend") of 7 1/2 cents per annum on each share payable quarterly in arrears on the 31st March, 30th June, 30th September and 31st December. PROVIDED THAT the first payment date will be 31st March 1993 and will include arrears accrued and payable from the date of allotment of the shares to the previous 31st December quarter end;

(ii) Subject to the Company having complied with the provisions of this Article 7(a) in respect of that financial year and in respect of all previous financial years of the Company and the Company having complied with the provisions of paragraph (i) of Article 7(e), any remaining profits which the Company determines to distribute in any financial year shall be applied in paying to the holders of the Ordinary Shares a dividend for such year on each Ordinary Share of an amount equal to the amount of dividend so determined to be distributed.

Every dividend shall be distributed to the appropriate shareholders pro rata according to the amounts paid up or credited as paid up on the shares of the relevant class of shares held by them respectively and shall accrue on a daily basis.

Unless the Company has insufficient profits available for distribution and the Company is thereby prohibited from paying dividends by the Act the Preference Dividend and the Fixed Dividend shall (notwithstanding Regulations 102 to 108 inclusive contained in Table A or any other provision of these

Articles and in particular notwithstanding that there has not been a recommendation or resolution of the directors or resolution of the Company in general meeting) be paid immediately on the due date and if not then paid shall be a debt due by the Company and be payable in priority to any other dividend.

(b) Capital

On a return of assets on liquidation or otherwise (except upon the redemption of shares of any class or the purchase by the Company of its own shares) the assets of the Company remaining after the payment of its liabilities shall be applied as follows:-

(i) in paying to the holders of the A Shares US$1 per share together with a sum equal to any arrears, deficiency or accruals of the Preference Dividend calculated down to the date of the return of capital and payable whether such dividend has been declared or earned or not; and

(ii) subject to the provisions of paragraph (i) of this Article 7(b), in paying the balance of such assets to the holders of the Ordinary Shares

(c) Conversion of 'A' Shares

The holders of the 'A' Shares may at any time after 1st March 1994 convert on a one for one basis the whole of their 'A' Shares into Ordinary Shares of US$1 each and the following provisions shall have effect:-

(i) the conversion shall be effected by notice in writing given to the Company signed by the holders of a 75 per cent majority in nominal value of the 'A' Shares and the conversion shall take effect immediately upon the date of delivery of such notice to the Company unless such notice states that conversion is to be effective when any conditions specified in such notice have been fulfilled in which case conversion shall take effect when such conditions have been fulfilled;

(ii) forthwith thereafter the holders of the Ordinary Shares of US$1 resulting from the conversion shall send to the Company the certificates in respect of their respective holdings of 'A' Shares (or such indemnity in lieu thereof as the Company may reasonably require) and the Company shall issue to such holders respectively certificates for the Ordinary Shares of US$1 resulting from the conversion;

(iii) the Ordinary Shares of US$1 each resulting from the conversion shall rank from the date of conversion pari passu in all respects with the Ordinary Shares of £1 each in the capital of the Company; and

(iv) on the date of conversion the Company shall, subject to the provisions of the Act, pay to the holders of the 'A' Shares a sum equal to all arrears, deficiency or accruals of dividends on the 'A' Shares calculated on a daily basis to the date of conversion.

(d) Redemption of 'A' Shares

(i) Subject to the provisions of the Act, the Company may, at its election and in accordance with the provisions of sub-pargraphs (iii) to (v) of this Article 7(d), redeem all or any of the 'A' Shares at any time between 1st March 1994 and 30th December 2007 by delivering to the registered holder or registered holders of such 'A' Shares a notice in writing specifying (a) the number of 'A' Shares to be redeemed, (b) the number of 'A' Shares registered in the name of the registered holder which are to be redeemed, (c) the day on which the redemption is to take place (in this sub-paragraph referred to as the Redemption Date) and (d) the place to which the registered holder of the 'A' Shares should send the certificate for his shares in accordance with sub-paragraph (iii) below.

(ii) Unless previously redeemed pursuant to the provisions of sub-paragraph (i) or otherwise purchased or cancelled or converted under paragraph (c) of this Article 7, all of the outstanding 'A' Shares shall be redeemed on 31st December 2007 in accordance with the preceding sub-paragraph and the following sub-paragraphs of this Article 7(d).

(iii) On or before the dates so fixed each registered holder of 'A' Shares shall surrender to the Company the certificate for his shares (or such indemnity in lieu thereof as the Company may reasonably require) which are to be redeemed in order that it may, subject to redemption of such shares, be cancelled PROVIDED THAT if any certificate so surrendered includes any shares not redeemable at that time the Company shall issue to the holder a fresh certificate for the balance of the shares not redeemable.

(iv) If there is more than one holder of 'A' Shares, the number of each such holder's 'A' Shares to be redeemed on each occasion on which 'A' Shares are redeemed shall be such number (as nearly as may be) as shall bear the same proportion to the total number of 'A' Shares to be redeemed on each such occasion as that proportion which each such holder's entire holding of 'A' Shares bears to the total number of 'A' Shares then in issue.

(v) On the dates so fixed for redemption the Company shall pay to each such holder, in respect of each of such holder's 'A' Shares to be redeemed, the sum of US$1 together with a sum equal to any arrears, deficiency or accruals of the Preference Dividend thereon calculated to the date of redemption whether the Preference Dividend has been declared or earned or not and the Preference Dividend thereon shall cease to accrue from that date unless upon surrender of the certificate for such shares payment of the redemption moneys shall be refused.

(vi) If the Company is unable at any time to redeem in accordance with the Act the number of 'A' Shares then due to be redeemed pursuant to this Article 7(d), the Company shall thereupon redeem such number of 'A' Shares, if any, as it is then able to redeem in accordance with the Act and the provisions of paragraphs (ii), (iii) and (iv) of this Article 7(d) shall apply and shall so redeem the balance as soon as it is lawfully able so to do.

(e) Voting

Subject to any special rights or restrictions as to voting attached to any shares by or in accordance with these Articles, on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a representative not being himself a member, shall have one vote, and on a poll every member who is present in person or by proxy or (being a corporation) is present by a representative or by proxy shall (except as hereinafter provided) have one vote for every £1 in nominal amount of shares in the capital of the Company of which he is the holder PROVIDED THAT the holders of the 'A' Shares shall be entitled to receive notice of all general meetings but shall not be entitled to attend or vote at any general meeting unless:-

(i) any Preference Dividend has not been paid within six months of the relevant date set out in paragraph (i) of Article 7(a); or

(ii) any Fixed Dividend has not been paid within six months of the relevant date set out in paragraph (ii) of Article 7(a); or

(iii) on the relevant Redemption Date the Company shall have failed to redeem any of the 'A' Shares then due for redemption; or

when the holders of the 'A' Shares shall have one vote for each 'A' Share held by them.

8. Whenever the capital of the Company is divided into different classes of shares, the special rights attached to any class may (unless otherwise provided by the terms of issue of the shares of that class) be varied or abrogated, whether or not the Company is being wound up, either with the consent in writing of the holders of 75 per cent in nominal value of the issued shares of the class, or with the sanction of an extraordinary resolution passed at a separate general meeting of such holders (but not otherwise). All the provisions of these Articles relating to general meetings of the Company shall, mutatis mutandis, apply to every such separate meeting, except that:-

(a) the necessary quorum shall be two persons holding or representing by proxy at least one-third in nominal value of the issued shares of the class or, at any adjourned meeting of such holders, those holders present in person or by proxy, whatever the amount of their holding; and

(b) any holder of shares of the class present in person or by proxy may demand a poll; and

(c) the holders of shares of the class shall, on a poll, have one vote in respect of every share of the class held by them respectively.

9. Subject to:-

(a) the provisions of Part V of the Act; and

(b) any rights attaching to any class of share of the Company;

the Company may:-

(i) issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or the shareholders concerned;

(ii) purchase any of its own shares (including any redeemable shares); and

(iii) make payment in respect of the redemption or purchase, pursuant to sections 159 and 160 or (as the case may be) section 162 of the Act and the relevant power under (i) or (ii) above, of any of its own shares, otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares to the extent permitted by sections 171 and 172 of the Act.

10. Subject to the provisions of the Act, a resolution in writing signed by all the members of the Company who would be entitled to receive notice of and to attend and vote at a General Meeting, or by their duly appointed attorneys, shall be as valid and effectual as if it had been passed at a General Meeting of the Company duly convened and held. Any such resolution may be contained in one document or in several documents in the same terms each signed by one or more of the members or their duly appointed attorneys and signature, in the case of a body corporate which is a member, shall be sufficient if made by a director or the secretary thereof or by its duly authorised representative.

WRITTEN RESOLUTIONS

OF

EAGLE STAR INSURANCE COMPANY LIMITED

(REGISTERED NO. 82051)

We, the undersigned, being the sole holder of all of the ordinary shares of the above named company who, at the date of this resolution would be entiled to attend and vote at general meetings of the Company, HEREBY PASS the undermentioned resolutions numbered 1 and 2 as ORDINARY RESOLUTIONS and the undermentioned resolution numbered 3 as a SPECIAL RESOLUTION and agree that the said resolutions shall, for the purpose, be as valid and effective as if the same had been passed by us at a general meeting of the Company duly convened and held:-

1. That, consequent upon the redemption of the whole of the issued "A" Cumulative Redeemable Convertible Preference Shares then in issue, it is hereby resolved to cancel 175,000,000 "A" Cumulative Redeemable Convertible Preference Shares of USD1 each and that the amount of the Company's authorised share capital be and is hereby diminished by USD175,000,000.

2. That the 122,795,224 unissued Ordinary Shares of 25p each in the capital of the company be and are hereby consolidated and divided into 30,698,806 Ordinary Shares of £1 each.

3. That Article 7 of the Articles of Association of the Company be and is hereby revoked and that the following be and is hereby substituted therefor:

   7. The share capital of the Company is £500,000,000 divided into 500,000,000 Ordinary Shares of £1 each

..... Dated 14th day of December 1994

M D Comfort
(Duly authorised representative of
Eagle Star Life Assurance Company Limited)

The Companies Act, 1985

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

of

EAGLE STAR INSURANCE COMPANY LIMITED

(As amended by Special Resolution passed on 26th June 1985)
(As amended by Special Resolution passed on 24th May 1990)

1. The name of the Company is "EAGLE STAR INSURANCE COMPANY LIMITED".

2. The Registered Office of the Company will be situate in England.

3. The objects for which the Company is established are:-

(A) To carry on all kinds of insurance and assurance business, all kinds of re-insurance and re-assurance business, all kinds of counter-insurance and counter-assurance business, all kinds of guarantee and indemnity business and all kinds of counter-guarantee and counter-indemnity business and, in particular and without prejudice to the generality of the foregoing words, to carry on business of the following classes:-

(i) Life assurance, annuity, sinking fund and capital redemption,

(ii) Fire, insurance,

(iii) Accident insurance,

(iv) Employers' liability and workmen's compensation insurance,

(v) Motor vehicle insurance,

(vi) Marine, aviation and transit insurance,

in all forms and branches whether now known or hereafter to be devised.

(B) To grant or effect assurances of all kinds securing payment of money, by way of a single payment or by several payments or by several payments or by immediate or deferred annuities or otherwise, upon the

happening of all or any of the following events: the death or marriage or birth or survivorship or failure of issue or the attainment of a given age by any person or persons or the expiration of any fixed or ascertainable period or the occurrence of any contingency or event which would or might be taken to affect any kind of interest of any person or persons in any property or other person or persons.

(C) To grant annuities of all kinds, whether dependant on human life or otherwise, and whether perpetual or terminable, immediate or deferred, absolute, contingent or otherwise, and to receive money on deposit at interest returnable by instalments or otherwise.

(D) To contract with leaseholders, borrowers, lenders, annuitants and others for the establishment, accumulation, provision and payment of sinking funds, redemption funds, depreciation funds and any other funds either in consideration of a lump sum or of an annual premium or otherwise.

(E) To grant insurances against every kind of loss, damage or injury caused by or consequential upon fire, lightening, hail, storm, tempest, flood earthquake, explosion, naval or military or aerial operations, civil disturbance, usurped power or riot or the quelling thereof, transit by land or water or air, or other misfortune howsoever occurring and to grant insurances against any liabilities to third parties associated with the beforementioned perils.

(F) To grant insurance or guarantees against every kind of misadventure (including loss, damage or injury caused by or suffered by boilers and engineering installations or any other kind of property), accident, mortality, sickness, climatic conditions, burglary, theft or embezzlement or acts of negligence, error or omission, and against loss, damage or injury consequential upon transit by any means whatsoever, the making of calls upon shares, the diminution of dividends or income, the loss or forfeiture of licences, leases, other property and rights or the acceptance or incomplete discharge of obligations created by contracts or undertakings or transactions or by the operation of law or otherwise and to grant insurances against any liabilities to third parties associated with the beforementioned perils.

(G) To grant insurances against loss of or damage to or arising out of or in connection with the use of mechanically propelled vehicles and the third party risks arising therefrom.

(H) To grant insurances or to execute bonds or guarantees upon any type of ship, vessel or boat or aircraft or in relation thereto or arising therefrom, the machinery, tackle, furniture or equipment, the goods, merchandise or property of any description whatever on board, the freight or any other interest whatsoever, the risks incidental to construction, repair, landing, taking-off or docking, including third party risks, transit risks of all kinds and any other risks whatsoever.

(I) To give to any class or section of those who assure or have other dealings with the Company any rights over or in relation to any fund or funds, or a right to participate in the profits of the Company, or in the profits

of any particular branch or part of its business, or any other special privileges, advantages or benefits, with power to vary the same.

(J) To establish agencies and branches and appoint agents and others to assist in the conduct or extension of the Company's business, and to regulate and discontinue the same.

(K) To act as agents for the issue of any bills, bonds, stock or shares, whether or not offered to the public for subscription, and to guarantee the subscription of any such securities or shares, and to act as trustee, executor or administrator with or without remuneration, and to undertake trusts of all kinds and the conduct of any business connected with trusts of any description or the estates of deceased persons, and to receive for safe custody any kind of property.

(L) To carry on directly or indirectly any other business which may seem to the Company capable of being conveniently carried on in connection with or in the addition to any of the above-mentioned businesses or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property, rights or businesses for the time being.

(M) To acquire and undertake the whole or any part of the business, property and liabilities of any person or company carrying on any business which the Company is authorised to carry on, or possessed of property suitable for the purpose of this Company.

(N) To enter into partnership or any arrangement for sharing profits or joint adventure with any person, persons or company carrying on or about or carry on any business which this Company is authorised to carry on, or any business capable of being conducted so as directly or indirectly to benefit this Company, and to acquire or join in acquiring any such business, and to amalgamate with any other company having objects altogether or in part similar to those of this Company.

(O) To purchase, take on lease or in exchange, hire, subscribe for otherwise acquire, and to hold and deal with any property, real or personal, and any interests, rights, privileges or obligations of or in any company.

(P) To make, draw, accept, endorse, negotiate, discount, buy, sell and deal in bills, notes and other negotiable or transferable instruments.

(Q) To borrow and secure the payment of money in such manner and on such terms as the Directors may deem expedient and to mortgage or charge the undertaking and all or any part of the property and rights of the Company, present or future, including uncalled capital and to issue on such terms as may be thought expedient, debentures or debenture stock, perpetual or redeemable.

(R) To lend money either with or without security to any person or company and to guarantee the performance of contracts or the payment of debts or liabilities by any person or company.

(S) To pay for any business, property or rights acquired or agreed to be acquired by this Company and generally to satisfy any obligation of this Company by the issue or transfer of shares of this or any other company credited as fully or partly paid up, or of debentures or other securities of this or any other company.

(T) To sell, exchange, let, develop, dispose of, or otherwise deal with all or any part of the undertaking and property of the Company, upon such terms and for such price or other consideration of any kind as the Company may think fit; and without prejudice to the foregoing, and, for the avoidance of doubt, as a separate and independent main object of the Company, by any means and on any terms whatsoever to transfer or dispose of the whole or any part of the long term business of the Company, whether carried on in the United Kingdom or elsewhere, to Eagle Star Life Assurance Company Limited.

(U) To promote or assist in or contract with any person or company for the promotion of any company or companies, for the purpose of acquiring all or any of the property and liabilities of this Company or for any other purpose, and to take or otherwise acquire and hold shares debentures or other securities of any such company, and to subsidise or otherwise assist any such company, and to procure the registration or incorporation of any such company in or under the laws of any place outside England.

(V) To remunerate or make donations to any person or company for services rendered or to be rendered to the Company.

(W) To invest and deal with the moneys of the Company not immediately required, upon such securities and in such manner as may from time to time be determined by the Directors.

(X) To distribute among the Members or any class or classes of Members of the Company in specie any property of the Company.

(Y) To establish and support funds or institutions calculated to benefit directors, officers or ex-officers or employees or ex-employees of the Company or of any subsidiary company or of their predecessors in business or the dependants or connections of such persons and to grant to such persons pensions, allowances, gratuities or other benefits and to support or subscribe to any charitable or public institutions, club, societies or funds.

(Z) To enter into any guarantee, contract of indemnity or suretyship whether by personal covenant or by mortgage or charge on all or any part of the undertaking, property or assets of the Company (including its uncalled capital) and in particular (but without prejudice to the generality of the foregoing) with or without consideration to guarantee or give security as aforesaid for the payment of any principal monies, premiums, interest and other monies secured by or payable under any obligations or securities of any company which is (within the meaning of Section 154 of the Companies Act 1948) in relation to the Company a holding company or a subsidiary company or a subsidiary company of any such holding company.

(AA) To do all or any of the above things in any part of the world as principals or agents, contractors, trustees or otherwise and by or through trustees, attorneys or agents and either alone or in conjunction with others, and to procure the Company to be registered or recognised in any foreign country or place.

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

And it is hereby declared that the word "company" in this Clause, except where used in reference to this Company, shall be deemed to include any person or partnership or other body of persons, whether incorporated or not incorporated and whether domiciled in the United Kingdom or elsewhere, and that the objects specified in each paragraph of this Clause, except where otherwise expressed in such paragraph, shall be separate and independent main objects of the Company and shall not be limited or restricted by reference to 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 £500,000,000 divided into 500,000,000 Ordinary Shares of £1 each.

6. Any shares of which the original or increased capital of the Company may from time to time consist, may be guaranteed or have any special privilege or advantage or may be deferred, and may be issued on such special conditions as to priority or postponement either for dividends or for repayment of principal, or as to voting power and otherwise as the Company may from time to time determine.

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* See Capital History

The Companies Act, 1985

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

EAGLE STAR INSURANCE COMPANY LIMITED

(Adopted by Special Resolution passed on 17 September 1980)

PRELIMINARY

1. The regulations contained or incorporated in Part II of Table A in the First Schedule to the Companies Act 1948 (which Table is hereinafter referred to as "Table A") shall apply to the Company so far as the same are not excluded or varied hereby.

2. Regulations 75-77 (inclusive) 87, 89-97 (inclusive), 101, 106-109 (inclusive), and 136 of Part I of Table A shall not apply to the Company.

SHARES

3. The shares shall be at the disposal of the Directors, who may allot, grant options over, or otherwise deal with or dispose of them subject to Regulation 2 of Part II of Table A to such persons, at such times and generally on such terms and conditions as they think proper, but so that no shares shall be issued at a discount except in accordance with Section 57 of the Act.

4. The lien conferred by Regulation 11 of Part I of Table A shall attach to fully paid up shares and to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole registered holder thereof or one of several joint holders.

TRANSFER OF SHARES

5. In Regulation 22 of Part I of Table A the words "and transferee" immediately following the words "the transferor" shall not apply to the Company.

6. (A) For the purposes of Section 80 of the Act, the Directors are generally and unconditionally authorised to exercise all powers of the Company to allot

relevant securities as defined in the said section up to an aggregate nominal amount of 499,999,998. This authority shall expire five years from the date on which the resolution adopting these Articles is passed but may be previously revoked or varied by the Company in general meeting and may from time to time be renewed by the company in general meeting for a further period not exceeding five years. The Company may make any offer or agreement before the expiry of this authority what would or might require relevant securities to be allotted after this authority has expired and the Directors may allot relevant securities in pursuance of any such offer or agreement as if this authority had not expired.

(B) Sub-section (1) of section 89 and sub-section (1) to (6) of section 90 of the Act shall not apply.

7. The share capital of the Company is £500,000,000 divided into 500,000,000 Ordinary Shares of £1 each.

The rights attaching to the respective classes of shares shall be:-

(a) Income

The profits of the Company available for distribution shall be applied as follows:-

(i) in paying to the holders of the "A" Shares a fixed cumulative preferential net cash dividend (the "Preference Dividend") of 7½ cents per annum on each share payable quarterly in arrears on the 31st March, 30th June, 30th September and 31st December. PROVIDED THAT the first payment date will be 31st March 1993 and will include arrears accrued and payable from the date of allotment of the shares to the previous 31st December quarter end;

(ii) Subject to the Company having complied with the provisions of this Article 7(a) in respect of that financial year and in respect of all previous financial years of the Company and the Company having complied with the provisions of paragraph (i) of Article 7(e), any remaining profits which the Company determines to distribute in any financial year shall be applied in paying to the holders of the Ordinary Shares a dividend for such year on each Ordinary Share of an amount equal to the amount of dividend so determined to be distributed.

Every dividend shall be distributed to the appropriate shareholders pro rata according to the amounts paid up or credited as paid up on the shares of the relevant class of shares held by them respectively and shall accrue on a daily basis.

Unless the Company has insufficient profits available for distribution and the Company is thereby prohibited from paying dividends by the Act the Preference Dividend and the Fixed Dividend shall (notwithstanding Regulations 102 to 108 inclusive contained in Table A or any other provision of these Articles and in particular notwithstanding that there has not been a recommendation or resolution of the directors or resolution of the Company in general meeting) be paid immediately on the due date and if not then paid shall be a debt due by the Company and be payable in priority to any other dividend.

(b) Capital

On a return of assets on liquidation or otherwise (except upon the redemption of shares of any class or the purchase by the Company of its own shares) the assets of the Company remaining after the payment of its liabilities shall be applied as follows:-

(i) in paying to the holders of the A Shares US$1 per share together with a sum equal to any arrears, deficiency or accruals of the Preference Dividend calculated down to the date of the return of capital and payable whether such dividend has been declared or earned or not; and

(ii) subject to the provisions of paragraph (i) of this Article 7(b), in paying the balance of such assets to the holders of the Ordinary Shares

(c) Conversion of "A" Shares

The holders of the "A" Shares may at any time after 1st March 1994 convert on a one for one basis the whole of their "A" Shares into Ordinary Shares of US$1 each and the following provisions shall have effect:-

(i) the conversion shall be effected by notice in writing given to the Company signed by the holders of a 75 per cent majority in nominal value of the "A" Shares and the conversion shall take effect immediately upon the date of delivery of such notice to the Company unless such notice states that conversion is to be effective when any conditions specified in such notice have been fulfilled in which case conversion shall take effect when such conditions have been fulfilled;

(ii) forthwith thereafter the holders of the Ordinary Shares of US$1 resulting from the conversion shall send to the Company the certificates in respect of their respective holdings of "A" Shares (or such indemnity in lieu thereof as the Company may reasonably require) and the Company shall issue to such holders respectively certificates for the Ordinary Shares of US$1 resulting from the conversion;

(iii) the Ordinary Shares of US$1 each resulting from the conversion shall rank from the date of conversion pari passu in all respects with the Ordinary Shares of £1 each in the capital of the Company; and

(iv) on the date of conversion the Company shall, subject to the provisions of the Act, pay to the holders of the "A" Shares a sum equal to all arrears, deficiency or accruals of dividends on the "A" Shares calculated on a daily basis to the date of conversion.

(d) Redemption of "A" Shares

(i) Subject to the provisions of the Act, the Company may, at its election and in accordance with the provisions of sub-paragraphs (iii) to (v) of this Article 7(d), redeem all or any of the "A" Shares at any time between 1st March 1994 and 30th December 2007 by delivering to the registered holder or registered holders of such "A" Shares a notice in writing specifying (a) the number of "A" Shares to be redeemed, (b) the number of "A" Shares registered in the name of the

registered holder which are to be redeemed, (c) the day on which the redemption is to take place (in this sub-paragraph referred to as the Redemption Date) and (d) the place to which the registered holder of the "A" Shares should send the certificate for his shares in accordance with sub-paragraph (iii) below.

(ii) Unless previously redeemed pursuant to the provisions of sub-paragraph (i) or otherwise purchased or cancelled or converted under paragraph (c) of this Article 7, all of the outstanding "A" Shares shall be redeemed on 31st December 2007 in accordance with the preceding sub-paragraph and the following sub-paragraphs of this Article 7(d).

(iii) On or before the dates so fixed each registered holder of "A" Shares shall surrender to the Company the certificate for his shares (or such indemnity in lieu thereof as the Company may reasonably require) which are to be redeemed in order that it may, subject to redemption of such shares, be cancelled PROVIDED THAT if any certificate so surrendered includes any shares not redeemable at that time the Company shall issue to the holder a fresh certificate for the balance of the shares not redeemable.

(iv) It there is more than one holder of "A" Shares, the number of each such holder's "A" Shares to be redeemed on each occasion on which "A" Shares are redeemed shall be such number (as nearly as may be) as shall bear the same proportion to the total number of "A" Shares to be redeemed on each such occasion as that proportion which each such holder's entire holding of "A" Shares bears to the total number of "A" Shares then in issue.

(v) On the dates so fixed for redemption the Company shall pay to each such holder, in respect of each of such holder's "A" Shares to be redeemed, the sum of US$1 together with a sum equal to any arrears, deficiency or accruals of the Preference Dividend thereon calculated to the date of redemption whether the Preference Dividend has been declared or earned or not and the Preference Dividend thereon shall cease to accrue from that date unless upon surrender of the certificate for such shares payment of the redemption moneys shall be refused.

(vi) If the Company is unable at any time to redeem in accordance with the Act the number of "A" Shares then due to be redeemed pursuant to this Article 7(d), the Company shall thereupon redeem such number of "A" Shares, if any, as it is then able to redeem in accordance with the Act and the provisions of paragraphs (ii), (iii) and (iv) of this Article 7(d) shall apply and shall so redeem the balance as soon as it is lawfully able so to do.

(e) Voting

Subject to any special rights or restrictions as to voting attached to any shares by or in accordance with these Articles, on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a representative not being himself a member, shall have one vote, and on a poll every member who is present in person or by proxy or (being a corporation) is present by a representative or by proxy shall (except as hereinafter provided) have one vote for every £1 in nominal amount of shares in the capital of the Company of which he is the holder PROVIDED THAT the holders of the "A" Shares shall be entitled to receive notice of all general meetings but shall not be entitled to attend or vote at any general meeting unless:-

(i) any Preference Dividend has not been paid within six months of the relevant date set out in paragraph (i) of Article 7(a); or

(ii) any Fixed Dividend has not been paid within six months of the relevant date set out in paragraph (ii) of Article 7(a); or

(iii) on the relevant Redemption Date the Company shall have failed to redeem any of the "A" Shares then due for redemption

when the holders of the "A" Shares shall have one vote for each "A" Share held by them.

8. Whenever the capital of the Company is divided into different classes of shares, the special rights attached to any class may (unless otherwise provided by the terms of issue of the shares of that class) be varied or abrogated, whether or not the Company is being wound up, either with the consent in writing of the holders of 75 per cent in nominal value of the issued shares of the class, or with the sanction of an extraordinary resolution passed at a separate general meeting of such holders (but not otherwise). All the provisions of these Articles relating to general meetings of the Company shall, mutatis mutandis, apply to every such separate meeting, except that:-

(a) the necessary quorum shall be two persons holding or representing by proxy at least one-third in nominal value of the issued shares of the class or, at any adjourned meeting of such holders, those holders present in person or by proxy, whatever the amount of their holding; and

(b) any holder of shares of the class present in person or by proxy may demand a poll; and

(c) the holders of shares of the class shall, on a poll, have one vote in respect of every share of the class held by them respectively.

9. Subject to:-

(a) the provisions of Part V of the Act; and

(b) any rights attaching to any class of share of the Company;

the Company may:-

(i) issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or the shareholders concerned;

(ii) purchase any of its own shares (including any redeemable shares); and

(iii) make payment in respect of the redemption or purchase pursuant to sections 159 and 160 or (as the case may be) section 162 of the Act and the relevant power under (i) or (ii) above, of any of its own shares, otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares to the extent permitted by sections 171 and 172 of the Act.

10. Subject to the provisions of the Act, a resolution in writing signed by all the members of the Company who would be entitled to receive notice of and to attend and vote at a General Meeting, or by their duly appointed attorneys, shall be as valid and effectual as if it had been passed at a General Meeting of the Company duly convened and held. Any such resolution may be contained in one document or in several documents in the same terms each signed by one or more of the members of their duly appointed attorneys and signature, in the case of a body corporate which is a member, shall be sufficient if made by a director or the secretary thereof or by its duly authorised representative.

PROCEEDINGS AT GENERAL MEETINGS

11. A poll shall be taken whenever directed by the Chairman or demanded by one or more Members entitled to vote and Regulation 58 of Part I of Table A shall be modified accordingly.

NUMBER OF DIRECTORS

12. There shall be no maximum or minimum number of Directors, and while there is only one Director, he may exercise all the powers of the Directors without the necessity of a meeting.

REMUNERATION OF DIRECTORS

13. Each of the Directors shall (subject to the provisions of any contract of service between him and the Company) be entitled to such yearly sum (if any) as may be fixed by the Directors for him by way of remuneration for his services. Any such remuneration shall be deemed to accrue from day to day and shall be apportionable accordingly.

14. The Directors may grant special remuneration to any Director who, being called upon, shall perform any special or extra services to or at the request of the Company. Such special remuneration may be made payable to such Director in addition to or in substitution for his ordinary remuneration as a Director.

EXECUTIVE DIRECTORS

15. (A) The Board may from time to time appoint one or more of their body to be an Executive Director under such title and on such terms as to remuneration and otherwise and for such period as they may determine, and a person so appointed is in these Articles referred to as an "Executive Director".

(B) The appointment of any Director to be an Executive Director shall be subject to termination if he ceases from any cause to be a Director, unless the contract or resolution under which he holds office shall expressly state otherwise but without prejudice to any claim he may have for damages for breach of any contract of service between him and the Company.

16. The Board may entrust to and confer upon any Executive Director any of the powers exercisable by them as Directors upon such terms and conditions and with such restrictions as they think fit, and either collaterally with or to the exclusion of

their own powers and may from time to time revoke, withdraw, alter, or vary all or any of such powers.

BORROWING POWERS

17. The proviso to Regulation 79 of Part I of Table A shall not apply to the Company.

OTHER POWERS AND DUTIES OF DIRECTORS

18. The Board may establish any local boards or agencies for managing any of the affairs of the Company, either in the United Kingdom or elsewhere, and may appoint any persons to be members of such local boards or any managers or agents, and may fix their remuneration, and may delegate to any local board, manager or agent any of the powers authorities and discretions vested in the Board (other than the power to make calls), with power to sub-delegate and may authorise the members of any local board, or any of them, to fill any vacancies therein, and to act notwithstanding vacancies, and any such appointment or delegation may be made upon such terms and subject to such conditions as the Board may think fit, and the Board may remove any person so appointed, and may annul or vary any such delegation, but no person dealing in good faith and without notice of any such annulment or variation shall be affected thereby.

19. A Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout and he shall be counted in any quorum and, if he shall vote, his vote shall be counted when any such contract arrangement or matter is under consideration and paragraphs (2) and (4) of Regulation 84 of Part I of Table A shall not apply to the Company.

20. (A) The Board may grant such pensions, allowances, gratuities or other benefits to any persons or their wives, children or relatives or to the widows or dependents of any deceased persons in respect of services rendered by such persons or deceased persons to the Company or any subsidiary company as Directors or managers or in any other offices or employment under the Company or any such subsidiary as they may from time to time consider expedient in the interest of the Company or any such subsidiary. Any such pensions or allowances may be of such amounts and be granted for such periods as the Board considers advisable, either for a life or lives or for a definite period or for a period terminable on the happening of any contingency or event, and generally on such terms and conditions as the Board may think fit, and a pension may be granted to any officer or employee either before or in anticipation of or upon at any time after actual retirement, and the right of the grantee to receive a pension or benefit so granted shall not be affected by his being appointed or continuing in office as a Director and receiving remuneration as such.

(B) The board may provide out of the Company's moneys and vest in trustees upon trusts appropriate for the purpose, funds for providing for the payment of any pensions, allowances, gratuities or other benefits granted as aforesaid, and may also establish and contribute out of the Company's moneys to any schemes or funds under which officers and employees of the Company (including Directors holding other offices or employment) their wives, children, relatives, widows or dependents, will or may become entitled

to receive pensions, allowances, life assurance and other benefits on retirement or death after a certain length of service.

21. The Board may from time to time elect from its members including any Executive Directors a Chairman and one or more Deputy Chairmen and determine the period for which each of them is to hold office respectively. The Chairman or in his absence, any Deputy Chairman shall preside at its meetings but if no such Chairman or Deputy Chairman be elected or if at any meeting the Chairman or any Deputy Chairman be not present within five minutes after the time appointed for holding the same, the Board shall choose one of its number to be a Chairman of such meeting.

22. The last twenty-six words of Regulation 86 of Part I of Table A shall not apply to the Company.

DISQUALIFICATION OF DIRECTORS

23. The office of Director shall not be vacated pursuant to paragraph (f) of Regulation 88 of Part I of Table A unless and until the Directors pass a resolution that the Director in question has vacated office.

APPOINTMENT AND REMOVAL OF DIRECTORS

24. The Directors shall have power at any time and from time to time to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors.

25. Without prejudice to the last preceding Article the Company may by Ordinary Resolution appoint any person to be a Director either to fill a casual vacancy or as an additional Director.

26. The provisions of Section 185 of the Act shall not apply to the Company.

27. Without prejudice to the power of the Company under Section 184 of the Act to remove a Director by Ordinary Resolution the Company may by Extraordinary Resolution remove any Director and may by Ordinary Resolution appoint another director in his stead.

ALTERNATE DIRECTORS

28. Any Director may by writing under his hand left at the Registered Office of the Company at any time appoint any other Director or appoint any person (who shall not be entitled to receive any remuneration from the Company but shall otherwise be subject to the provisions of these presents with regard to Directors) to be an alternate Director in his place, and every such alternate Director, subject to his giving the Company an address within the United Kingdom at which notices may be served upon him, shall be entitled to receive notices of all meetings of the Board and to attend and vote as a Director at any such meeting at which the Director appointing him is not personally present. In the absence of his appointor from England any such alternate Director generally shall have and exercise all the powers, rights, duties and authorities of the Director appointing him. Providing always that no such appointment of any person not being a Director shall be operative unless and until the approval of a majority of the Directors for the time

being shall have been given. Any Director who is appointed as an alternate Director shall be entitled to vote at a meeting of the Directors on behalf of the Director so appointing him as distinct from the vote to which he is entitled in his own capacity as a Director of the Company and shall also be considered as two Directors for the purpose of making a quorum of Directors. A Director may at any time revoke the appointment of an alternate Director appointed by him and (subject to such approval as aforesaid) appoint another person in his place, and if a Director shall die or cease to hold the office of Director the appointment of his alternate Director shall thereupon cease and determine. Any revocation under this Article shall be effected by notice in writing under the hand of the Director making the same and any such notice if left at the Registered Office of the Company shall be sufficient evidence of such revocation.

PROCEEDINGS OF DIRECTORS

29. A resolution in writing signed by all the Directors for the time being entitled to receive notice of a meeting of the Board or (in the case of a Committee of the Board) all the members of such Committee shall be as effective for all purposes as a resolution passed at a meeting of the Board or of such Committee duly convened and held and may consist of several documents in the like form each signed by one or more of the Directors or members of such Committee.

SECRETARY

30. The Directors shall from time to time appoint and may remove a Secretary or Joint Secretaries and may appoint and remove one or more Deputy or Assistant Secretaries.

31. A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary, but any such provision requiring or authorising a thing to be done by or to the Secretary shall be satisfied by its being done by or to any one Joint or Deputy Assistant Secretary.

THE SEAL

32. (A) Subject as hereinafter provided regulation 113 of Part I of Table A shall not apply to the Company. The Directors shall provide for the safe custody of the Seal, which shall be used and affixed in accordance with regulations made by the Directors. But if such regulations shall not be made, Regulation 113 of Part I of Table A shall apply to the Company.

(B) All policies, contracts of assurance, bonds, guarantees, indemnities, consents and undertakings may be in such form and contain such powers, provisos, conditions, covenants, clauses and agreements as the Board shall think fit, and it shall not be necessary for the same or any of them to be sealed with the Seal but the same and any other deeds and documents, which the Board resolve shall not be sealed, shall be signed by the Secretary or such other person or persons and in such manner as the Board may from time to time determine.

NOTICES

33. In regulation 131 of Part I of Table A the words "in the case of a notice of a meeting" and all the words after the words "the letter containing the same is posted" shall be omitted.

INDEMNITY

34. Every Director, Executive Director, agent, Auditor, Secretary or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities (including any such liability as is mentioned in paragraph (b) of the proviso to Section 205 of the Act) which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by the said Section.