

THE COMPANIES ACTS 1908 to 1917.



A 5s.
Companies'
Registration
Fee Stamp
to be
impressed
here.

DECLARATION of Compliance with the requirements of the Companies

(Consolidation) Act 1908, on behalf of a Company proposed to be

registered as

Lamp Coys

LIMITED.

REGISTERED
163289
13 NOV 1922

Pursuant to Section 17 (2) of the Companies (Consolidation) Act 1908.

ed for filing by

Editors' Law Stationery Society, Limited, 22 Chancery Lane, W.C. 2; 27 & 28 Walbrook, E.C. 4;
49 Bedford Row, W.C. 1; 45 Tothill Street, S.W. 1; 15 Hanover Street, W. 1.

PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS.

Companies Form 6c.—3194.23-12-21 W127

of Kennans House Brown Court Cheapside
EC2

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

Do solemnly and sincerely declare that I am (*) a Solicitor of the
High Court Engaged in the formation

of Lamp Caps

Limited, and that all and every the requirements of the Companies
(Consolidation) Act 1908, in respect of matters precedent to the
registration of the said Company and incidental thereto have been
complied with. And I make this solemn Declaration conscientiously
believing the same to be true and by virtue of the provisions of the
"Statutory Declarations Act 1835."

Declared at 4 King Street
Cheapside in the City of
London

the 10th day of November

One thousand nine hundred and twenty two

Before me,

Geo. A. Edell
A Commissioner for Oaths.

Director

Number of
Certificate

185691

Form No. 25

THE STAMP ACT 1891.

(54 & 55 VICT., CH. 39.)

COMPANY LIMITED BY SHARES.

Statement of the Nominal Capital

OF

Stamp caps

LIMITED.



REGISTERED

163288

13 NOV 1922

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 the Nominal Capital is One Pound 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 filing by

THE NOMINAL CAPITAL

OF

Lamp caps

....., Limited,

is £ *50000*, divided into *50000*

Shares of *£1* each.

Signature *W. A. Collins & Co.*

Officer *Solicitors for the Company*

Dated the *10th* day of
November 192*2*

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

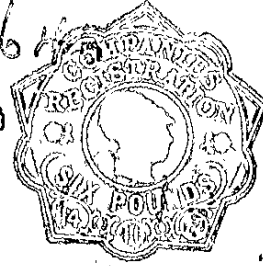
185691



REGISTERED

163290

13 NOV 1922



THE COMPANIES' ACTS, 1908 TO 1917.

COMPANY LIMITED BY SHARES.

Memorandum of Association

— OF —

LAMP CAPS LIMITED.

1. The name of the Company is "LAMP CAPS 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 business as manufacturers and sellers of and dealers in caps for electric lamps and other articles, instruments, apparatus and things used for or in connection with electric lamps, and to construct, maintain, carry out, work, sell, let on hire and deal in works, plant, machinery, conveniences and things of all kinds capable of being used in connection with electricity of any kind, including cables, wires, lines, stations, exchanges, accumulators, lamps, meters, and engines.
 - (b) To carry on the business of electrical and general engineers and manufacturers of electric works or apparatus of any and every description, and any other trade or business whatsoever whether manufacturing or otherwise which can in the opinion of the Company be advantageously or conveniently carried on by the Company by way of extension of or in connection with

its general business, or is calculated directly or indirectly to develop any branch of the Company's business or to increase the value of or turn to account any of the Company's assets, property or rights.

- (c) To acquire and take over the whole or any part of the business, property and liabilities of any person or persons, firm or corporation, carrying on any business which this Company is authorised to carry on, or possessed of any property or rights suitable for the purposes of this Company.
- (d) To purchase, take on lease or in exchange, or otherwise acquire, any real or personal property, concessions, grants, decrees, patents, licences, secret processes, rights or privileges which the Company may think necessary or convenient for the purposes of its business, and to purchase, take on lease or otherwise acquire, construct, maintain and alter any factories, buildings or works necessary or convenient for the purposes of the Company.
- (e) To borrow or raise or secure the payment of money by mortgage, or by the issue of debentures or debenture stock, perpetual or otherwise, or in such other manner as the Company shall think fit, and for the purposes aforesaid to charge all or any of the Company's property or assets, present and future including its uncalled capital, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.
- (f) To draw, make, accept, indorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (g) To grant pensions, allowances, gratuities and bonuses to employees or ex-employees of the Company or its predecessors in business or the dependents of such persons, and to support or subscribe to any charitable or other institutions, clubs, societies or funds.
- (h) To lend money on any terms that may be thought fit and particularly to customers or other persons having dealings with the Company.

- (i) To invest any moneys of the Company not required for the purposes of its business in such investments or securities as may be thought expedient.
- (j) To enter into any partnership or arrangement in the nature of a partnership with any person or persons or corporation engaged or interested or about to become engaged or interested in the carrying on or conduct of any business or enterprise which this Company is authorised to carry on or conduct or from which this Company would or might derive any benefit, whether direct or indirect.
- (k) To apply for and take up or acquire by way of exchange or otherwise and hold or sell and dispose of the shares or securities of any other company carrying on or about to carry on any business in which this Company is or may be interested and to amalgamate with any other such company or companies.
- (l) To sell or dispose of the undertaking of the Company or any part thereof in such manner and for such consideration as the Company may think fit, and in particular for shares (fully or partly paid up), debentures, debenture stock or securities of any other company, whether promoted by this Company for the purpose or not and to improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company.
- (m) To distribute any of the Company's property among the Members in specie.
- (n) To procure the Company to be registered or recognised in any foreign country or place.
- (o) To do all or any of the above things in any part of the world, and either as principals, agents, trustees or otherwise, and either alone or in conjunction with others, and by or through agents, sub-contractors, trustees or otherwise.
- (p) To do all such other things as are incidental or the Company may think conducive to the attainment of the above objects or any of them.

4. The liability of the Members is limited.

5. The share capital of the Company is £50,000, divided into 50,000 shares of £1 each. The shares in the original or any increased capital may be divided into several classes, and there may be attached thereto respectively any preferential, deferred or other special rights, privileges, conditions or restrictions.

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

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.	Number of Shares taken by each Subscriber.
<i>Algernon L. Collins</i> <i>Solicitor</i> <i>Kennans House</i> <i>Crown Court</i> <i>Cheapside</i> <i>E.C.2</i>	<i>One</i>
<i>Sydney Mellor</i> <i>Solicitor</i> <i>Kennans House</i> <i>Crown Court</i> <i>Cheapside E.C.2</i>	<i>One</i>

DATED this *8th* day of *November*, 192*2*.

WITNESS to the above signatures of:—

Algernon L. Collins and John
Sydney Mellor
Ernest A. White
Clerk to Messrs W. L. Collins & Co
Solicitors, Kennans House
Crown Court Cheapside E.C.2



REGISTERED
163291
13 NOV 1922



THE COMPANIES ACTS, 1908 TO 1917.

COMPANY LIMITED BY SHARES.

Articles of Association

— OF —

LAMP CAPS LIMITED.

TABLE "A" EXCLUDED.

1. The regulations in Table "A" in the First Schedule to the Companies (Consolidation) Act, 1908, shall not apply to the Company except so far as the same are repeated or contained in these Articles.

INTERPRETATION.

2. In these Articles the words standing in the first column of the table next hereinafter contained 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 Statutes ... The Companies Acts, 1908 to 1917, and every other Act for the time being in force concerning joint stock companies and affecting the Company.

These Articles ... These Articles of Association as originally framed or as altered from time to time by special resolution.

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Words.	Meanings.
The Directors ...	The Directors for the time being of the Company.
The Office	The registered office for the time being of the Company.
The Seal	The Common Seal of the Company.
Month	Calendar month.

Writing shall include printing and lithography and any other mode or modes of representing or reproducing words in a visible form.

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; and

all Words importing persons shall include corporations.

3. Subject as aforesaid, any words or expressions defined in the Statutes shall, except where the subject or context forbids, bear the same meanings in these Articles.

SHARES.

4. The initial capital of the Company is divided into 50,000 shares of £1 each.

5. The shares taken by the subscribers to the Memorandum of Association shall be duly issued by the Directors. Subject as aforesaid, the shares shall be under the control of the Directors, who may allot and issue the same (subject always to Articles 6 and 52 hereof) to such persons on such terms and conditions and at such times as the Directors think fit.

6. The Company is a Private Company, and accordingly :—(a) no invitation shall be issued to the public to subscribe for any shares or debentures or debenture stock of the Company, (b) the number of the Members of the Company (exclusive of persons who are in the employment of the Company, and of persons who having been formerly in the employment of the Company were while in such employment and have continued after the determination of such

employment to be Members of the Company) shall be limited to fifty, provided that, for the purposes of this provision, where two or more persons hold one or more shares in the Company jointly they shall be treated as a single Member; and (c) the right to transfer the shares of the Company shall be restricted in manner hereinafter appearing. If the Company shall at any time be turned into a Public Company the minimum subscription shall for the purposes of any allotment of shares to which Section 85 of the Companies (Consolidation) Act 1908 applies be seven shares.

7. The Company may pay to any person a commission in consideration of his 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, provided that such commission shall not exceed thirty per cent. of the nominal amount of such shares or an amount equivalent to such percentage and the requirements of Sections 26, 89 and 90 of the Companies (Consolidation) Act 1908 shall be observed.

8. Where any shares are issued for the purpose of raising money to defray the expenses of the construction of any works or buildings or the provisions of any plant which cannot be made profitable for a lengthened period the Company may pay interest 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 mentioned in Section 91 of the Companies (Consolidation) Act 1908 and may charge the same to capital as part of the cost of the construction of the works, buildings or plant.

9. 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 or other moneys payable in respect of such share.

10. 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 any right whatsoever in respect of any share other than an absolute right to the entirety thereof in the registered holder, except as by these Articles otherwise expressly provided or as by Statute required or pursuant to any order of Court.

11. Every Member shall be entitled, without payment, to receive within two months after allotment or registration of transfer (unless the conditions of issue provide for a longer interval) one

certificate under the Seal for all the shares registered in his name, specifying the number and denoting numbers 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, and delivery of such certificate to any one of them shall be sufficient delivery to all. Every certificate shall be signed by one Director and countersigned by the Secretary or some other person nominated by the Directors for the purpose.

12. If any share certificate shall be defaced, worn out, destroyed or lost, it may be renewed on such evidence being produced, and such indemnity (if any) being given as the Directors shall require, and (in case of defacement or wearing out) on delivery up of the old certificate, and in any case on payment of such sum not exceeding One Shilling as the Directors may from time to time require.

LIEN.

13. The Company shall have a first and paramount lien upon all shares (whether fully paid or not) registered in the name of any Member, either alone or jointly with any other person, for his debts, liabilities and engagements, whether solely or jointly with any other person to or with the Company whether the period for the payment, fulfilment or discharge thereof shall have actually arrived or not, and such lien shall extend to all dividends from time to time declared in respect of such shares. But the Directors may at any time declare any share to be exempt, wholly or partially, from the provisions of this Article.

14. The Directors may sell the shares subject to any such lien at such time or times and in such manner as they think 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 or the liability or engagement in respect of which such lien exists is liable to be presently fulfilled or discharged, and until a demand and notice in writing stating the amount due or specifying the liability or engagement and demanding payment or fulfilment discharge thereof and giving notice of intention to sell in default shall have been served on such Member or the persons (if any) entitled by transmission to the shares, and default in payment, fulfilment or discharge shall have been made by him or them for seven days after such notice.

15. The net proceeds of any such sale shall be applied in or towards satisfaction of the amount due to the Company, or of the liability or engagement, as the case may be, and the balance (if any) shall be paid to the Member or the person (if any) entitled by transmission to the shares so sold.

16. 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 application of the purchase-money nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

17. No Member shall be entitled to receive any dividend or to exercise any 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 (if any).

CALLS ON SHARES.

18. The Directors may, subject to the provisions of these Articles, from time to time make such calls upon the Members in respect of all moneys unpaid on their shares as they think fit, provided that fourteen 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, by the instalments (if any) and at the times and places appointed by the Directors.

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

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

21. If before or on the day appointed for payment thereof a call or instalment payable in respect of a share is not paid, the holder or allottee of the share shall pay interest on the amount of the call or instalment at such rate not exceeding ten per cent. per annum as the Directors shall fix from the day appointed for payment thereof to the time of actual payment, but the Directors may waive payment of such interest wholly or in part.

22. Any sum which by the terms of allotment 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 the relevant provisions of these Articles, shall apply as if such sum were a call duly made and notified as hereby provided.

23. The Directors may, from time to time, make arrangements on 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.

24. 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 sums 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 Directors may pay or allow such interest as may be agreed between them and such Member, in addition to the dividend payable upon such part of the share in respect of which such advance has been made as is actually called up.

TRANSFER OF SHARES.

25. Subject to the restrictions of these Articles, shares shall be transferable, but every transfer must be in writing in the usual common form, or in such other form as the Directors shall from time to time approve, and must be left at the office, 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.

26. Save as hereby otherwise provided, no share shall be transferred to any person who is not a Member of the Company so long as any Member is willing to purchase the same at the fair value, which shall be determined as hereinafter provided.

27. In order to ascertain whether any Member is willing to purchase a share at the fair value, the person, whether a Member of the Company or not, proposing to transfer the same (hereinafter called "the retiring Member") shall give a notice in writing (hereinafter described as a "sale notice") to the Company that he desires

to sell the same. Every sale notice shall specify the denoting numbers of the shares which the retiring Member desires to sell, and shall constitute the Company the agent of the retiring Member for the sale of such shares to any Member of the Company at the fair value. No sale notice shall be withdrawn except with the sanction of the Directors.

28. If the Company shall within twenty-eight days after service of a sale notice find a Member willing to purchase any share comprised therein (hereinafter described as a "purchasing Member") and shall give notice thereof to the retiring Member, the retiring Member shall be bound upon payment of the fair value to transfer the share to such purchasing Member, who shall be bound to complete the purchase within seven days from the service of such last-mentioned notice. The Directors shall with a view to finding a purchasing Member offer any shares comprised in a sale notice to the persons then holding the remaining shares in the Company as nearly as may be in proportion to their holdings of shares in the Company, and shall limit a time within which such offer if not accepted will be deemed to be declined; and the Directors shall make such arrangements as regards the finding of a purchasing Member for any shares not accepted by a Member to whom they shall have been so offered as aforesaid within the time so limited as they shall think just and reasonable.

29. If any dispute or question shall arise between the retiring Member and the purchasing Member as to what is the fair value of a share, the matter shall be referred to a Chartered Accountant to be agreed between them and in default of agreement to be nominated by the President for the time being of the Institute of Chartered Accountants, whose fees shall be paid by the retiring Member.

30. In the event of the retiring Member failing to carry out the sale of any shares which he shall have become bound to transfer as aforesaid, the Directors may give a good receipt for the purchase price of such shares, and may register the purchasing Member as holder thereof and issue to him a certificate for the same, and thereupon the purchasing Member shall become indefeasibly entitled thereto. The retiring Member shall in such case be bound to deliver up his certificate for the said shares, and on such delivery shall be entitled to receive the said purchase price, without interest, and if such certificate shall comprise any shares which he has not become bound to transfer as aforesaid the Company shall issue to him a balance certificate for such shares.

31. If the Directors shall not, within the space of twenty-eight days after service of a sale notice, find a purchasing Member for all or any of the shares comprised therein and give notice in manner aforesaid, or if, through no default of the retiring Member, the purchase of any shares in respect of which such last-mentioned notice shall be given shall not be completed within twenty-one days from the service of such notice, the retiring Member shall at any time within six months thereafter be at liberty, subject to Article 34 hereof, to sell and transfer the shares comprised in his sale notice (or such of them as shall not have been sold to a purchasing Member) to any person and at any price.

32. 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 of Members in respect thereof.

33. The Company shall provide a book to be called the "Register of Transfers" which shall be kept by the Secretary under the control of the Directors, and in which shall be entered the particulars of every transfer or transmission of every share.

34. The Directors may, in their discretion, refuse to register the transfer of any share to any person whom it shall in their opinion be undesirable in the interests of the Company to admit to membership. The Directors may refuse to register any transfer of shares on which the Company has a lien.

35. Such fee, not exceeding Two Shillings and Six Pence for each transfer, as the Directors may from time to time determine, may be charged for registration of a transfer.

36. The register of transfers shall be closed during the fourteen 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 it shall not be closed for more than thirty days in any year.

TRANSMISSION OF SHARES.

37. In the case of the death of a Member, the survivors or survivor, where the deceased was a joint holder, and the executors or administrators 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 joint holder from any liability in respect of any share jointly held by him.

38. Any person becoming entitled to a share in consequence of the death or bankruptcy of any Member may, upon producing such evidence of title as the Directors shall require, with the consent of the Directors, which they shall be entitled to withhold without assigning any reason therefor, be registered himself as holder of the share, or, subject to the provisions as to transfers herein contained, transfer the same to some other person.

39. A person entitled to a share by transmission shall be entitled to receive, and may 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 have become a Member in respect of the share.

FORFEITURE OF SHARES.

40. If any Member 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 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 or on the person entitled to the share by transmission requiring him to pay such call or instalment, or such part thereof as remains unpaid, together with interest at such rate not exceeding ten per cent. per annum as the Directors shall determine, and any expenses that may have accrued by reason of such non-payment.

41. The notice shall name a further day (not earlier than the expiration of 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 was made will be liable to be forfeited.

42. If the requisitions 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 the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect.

43. A forfeiture of shares shall include all dividends in respect of the shares not actually paid before the forfeiture notwithstanding that they shall have been declared.

44. When any share has been forfeited in accordance with these Articles, notice of the forfeiture shall forthwith be given to the holder of the share or to 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 of Members 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.

45. Notwithstanding any such forfeiture as aforesaid, the Directors 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 upon and expenses incurred in respect of the share and upon such further terms (if any) as they shall see fit.

46. Every share which shall be forfeited shall thereupon become the property of the Company, and may be either cancelled or 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.

47. A Shareholder 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 share at the time of forfeiture without any deduction or allowance for the value of the shares at the time of forfeiture.

48. 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 Shareholder whose share is forfeited and the Company, except only such of those rights

and liabilities as are by these Articles expressly saved, or as are by the Statutes given or imposed in the case of past Members.

49. 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 Articles, and stating the date upon which 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 the receipt of the Company for the consideration (if any) given for the share on the sale or disposition thereof, and a certificate of proprietorship of the share under the seal delivered to the person to whom the same is sold or disposed of, shall constitute a good title to the share, and such person shall be registered as the holder of the share and shall be discharged from all calls made prior to such sale or disposition, and shall not be bound to see to the application of the purchase money (if any) nor shall his title to the share be affected by any act omission or irregularity relating to or connected with the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the share.

ALTERATIONS OF CAPITAL.

50. The Company may so far alter the conditions of its Memorandum of Association as by ordinary resolution:—

- (a) To consolidate and divide its share capital into shares of larger amount than its existing shares; or
- (b) To cancel any shares not taken or agreed to be taken by any person.

and by special resolution:—

- (c) To divide its share capital or any part thereof into shares of smaller amount than is fixed by its Memorandum of Association by sub-division of its existing shares or any of them, subject nevertheless to the provisions of the Statutes, and so that as between the resulting shares, one or more of such shares may by the resolution by which such sub-division is affected be given any preference or advantage as regards dividend, capital, voting or otherwise over the others, or any other of such shares; or
- (d) To reduce its capital in any manner authorised and subject to any conditions prescribed by the Statutes.

INCREASE OF CAPITAL.

51. The Company may from time to time whether all the shares for the time being authorized shall have been issued or all the shares for the time being ~~issued~~ shall have been fully called up or not by extraordinary resolution increase its share capital by the creation and issue of new shares, such new capital to be of such amount and to be divided into shares of such respective amounts and to carry such rights or deferred rights or to be subject to such conditions or restrictions in regard to dividend, return of capital, voting or otherwise as the Company by the resolution authorizing such increase directs.

52. Unless otherwise determined by the Directors, or by the resolution authorizing an increase of capital, any original shares for the time being unissued, and any new shares from time to time to be created, shall, before they are issued, be offered to the Members in proportion, as nearly as may be, to the number of shares held by them. Such offer shall be made by notice specifying the number of shares offered, and limiting a time within which the offer, if not accepted will be deemed to be declined, and after the expiration of such time or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered, the Directors may, subject to these Articles, dispose of the same in such manner as they think most beneficial to the Company. The Directors may in like manner dispose of any such new or original shares as aforesaid, which by reason of the proportion borne by them to the number of persons entitled to such offer as aforesaid or by reason of any other difficulty in apportioning the same, cannot in the opinion of the Directors be conveniently offered in manner hereinbefore provided.

53. Except so far as otherwise provided by the conditions of issue, any capital raised by the creation of new shares shall be considered as part of the original ordinary share capital of the Company and shall be subject to the same provisions with reference to the payment of calls, lien, transfer, transmission, forfeiture and otherwise as the original share capital.

MODIFICATION OF CLASS RIGHTS.

54. All or any of the rights, privileges or conditions for the time being attached or belonging to any class of shares for the time being forming part of the capital of the Company may from time to time be modified, affected, varied, extended or surrendered in any

manner with the consent in writing of the holders of not less than three-fourths of the issued shares of that class or with the sanction of an extraordinary resolution passed at a separate General Meeting of the Members of that class.

55. To any such General Meeting all the provisions of these Articles as to General Meetings of the Company shall *mutatis mutandis* apply, but so that the necessary quorum shall be Members of the class holding or representing by proxy one-third of the capital paid or credited as paid on the issued shares of the class.

GENERAL MEETINGS.

56. The Statutory General Meeting shall be held at such time within not less than one month nor more than three months from the incorporation of the Company, and at such place as the Directors may determine. The provisions of Section 65 of the Companies (Consolidation) Act, 1908, in relation to such meeting (so far as they affect the Company) shall be observed by the Directors.

57. Subsequent General Meetings shall be held once in every year, at such time and place as may be determined by the Directors, but so that not more than fifteen months shall be allowed to elapse between any two Annual General Meetings.

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

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

60. The Directors shall call an Extraordinary Meeting whenever a requisition in writing, signed by Members of the Company holding in the aggregate not less than one-tenth in amount of the issued capital of the Company upon which all calls or other sums then due shall have been paid up, and stating fully the objects of the meeting, shall be deposited at the office. Such a requisition may consist of several documents in like form, each signed by one or more requisitionists.

61. If the Directors do not proceed to convene a meeting to be held within twenty-one 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.

62. If at any such meeting a resolution requiring confirmation at another meeting is passed, the Directors shall forthwith convene a further Extraordinary General 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 such further meeting within seven days from the date of the passing of the first resolution the requisitioners or a majority of them in value may themselves convene the meeting. All meetings convened by requisitionists under this or the preceding Article shall be convened in the same manner as nearly as possible as that in which meetings are to be convened by the Directors.

63. Seven days' notice at the least, 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 such Members as are under the provisions of these Articles entitled to receive notices from the Company. Provided that the accidental omission to give such notice to or the non-receipt of such notice by any such Member shall not invalidate any resolution passed or proceeding had at any such meeting and with the consent of all the Members for the time being entitled to receive notices of meetings, a meeting may be convened upon a shorter notice or without any notice and in such manner as such Members may approve. Proper minutes shall be kept of all General Meetings of the Company.

PROCEEDINGS AT GENERAL MEETINGS.

64. 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 the fixing of the remuneration of the Auditors.

65. 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 on which 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 fourteen intervening days.

66. Upon receipt of any such notice as in the last preceding Article mentioned, the Secretary shall in any case where the notice of intention is received before the notice of the meeting is issued, include in the notice of the meeting, and shall in any other case issue as quickly as possible to the Members entitled to notice of the meeting notice that such resolution will be proposed.

67. 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 Members personally present, not being less than two, and holding or representing by proxy not less than one tenth part of the issued share capital of the Company.

68. If within half-an-hour 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 the same day in the next week 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, the Members present shall be a quorum.

69. 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 fifteen 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.

70. 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 ten days or more, notice of the adjourned meeting shall be given in the same manner as in the case 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. Except as provided by the Statutes in the case of the Statutory 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.

71. At all General Meetings 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 in writing by the Chairman (being a person entitled to vote) or by at least two Members, or by the holder or holders in person or by proxy of at least one-twentieth part of the issued ordinary share capital of the Company and unless a poll be so demanded a declaration by the Chairman of the meeting that a resolution has been carried or has been 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.

72. 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.

73. No poll shall be demanded on the election of a Chairman of a meeting or on any question of adjournment.

74. 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.

75. Subject and without prejudice to any special privileges or restrictions for the time being affecting any special class of shares for the time being forming part of the capital of the Company, every Member shall have one vote on a show of hands and in case of a poll shall have one vote for every share of which he is the holder.

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

77. 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 of Members.

78. Save as herein expressly provided, no person other than a Member duly registered and who shall have paid everything for the time being due from him and payable to the Company in respect of his shares, shall be entitled to be present or to vote on any question either personally or by proxy, or as proxy for another Member, or to be reckoned in a quorum, at any General Meeting.

79. Votes may be given either personally or by proxy. On a show of hands a Member present only by proxy shall have no vote, but a proxy for or representative of a corporation may vote on a show of hands. No person shall act as a proxy except for a corporation, who is not entitled to be present and vote in his own right.

80. 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 under its common seal, if any, and, if none, then under the hand of some officer duly authorised in that behalf.

81. An instrument appointing a proxy to vote at a meeting shall be deemed to include the power to demand a poll on behalf of the appointor.

82. The instrument appointing a proxy shall be deposited at the office 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; 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:—

“LAMP CAPS LIMITED.”

“I _____ of
 “a Member of LAMP CAPS LIMITED and entitled to
 “ votes, hereby appoint
 “of _____, another Member of the
 “Company, and failing him _____,
 “of _____, another Member of the
 “Company, to vote for me and on my behalf at the
 “ [Statutory, Ordinary, Extraordinary or Adjourned,
 “as the case may be] General Meeting of the Company
 “to be held on the _____ day of _____
 “and at every adjournment thereof.

“As witness my hand this _____ day of _____, 19 ____.”

DIRECTORS.

84. The number of Directors shall be four of whom two shall be appointed by The British Thomson Houston Company Limited (hereinafter called "the B.T.H.") and two by the General Electric Company Limited (hereinafter called "the Electric") so long as those Companies respectively hold not less than one-third of the issued share capital of the Company. Any Director appointed under this Article may be removed from office by the appointor. The first Directors shall be H ~~enry~~ ^{enry} N ~~athan~~ ^{athan} Sporborg and William ~~Zoe~~ ^{Zoe} Munro (nominated by the B.T.H.) and James Young Fletcher and Christopher Wilson (nominated by the Electric).

85. If either of them the said H ~~enry~~ ^{enry} N ~~athan~~ ^{athan} Sporborg or William ~~Zoe~~ ^{Zoe} Munro or any Director appointed in either of their places under this article shall die or resign office or be removed from office by the B.T.H. while the B.T.H. are still entitled to appoint Directors under Article 84 the B.T.H. may appoint another Director in his stead, but if and whenever the B.T.H. shall cease to hold one-third of the issued share capital of the Company the Directors appointed by them shall *ipso facto* vacate office.

86. If either of them the said James Young Fletcher or Christopher Wilson or any Director appointed in either of their places under this article shall die or resign office or be removed from office by the Electric while the Electric are still entitled to appoint Directors under Article 84, the Electric may appoint another Director in his stead, but if and whenever the Electric shall cease to hold one-third of the issued share capital of the Company the Directors appointed by them shall *ipso facto* vacate office.

87. The Company in General Meeting may at any time determine that the number of Directors be increased and in that event each of them the B.T.H. and the Electric shall be entitled if and so long as it holds one-third of the issued share capital of the Company to appoint an additional Director, and all the provisions of the last three preceding Articles shall (so far as applicable) apply to the Directors so appointed and to the appointment of other Directors in their places, in the same manner as is therein provided, with respect to the appointment of the first two Directors and their successors.

88. A Director appointed by or under the provisions of the preceding Articles shall not be liable to vacate office except in the event of his death, resignation or removal by the Company by

which he was nominated or on such company ceasing to hold one-third of the issued share capital of the Company. Any such nomination or removal shall be made in writing by the secretary of the B.T.E. or the Electric as the case may be and left at or sent to the registered office of the Company, and such nomination or removal shall take effect immediately on notice thereof being so left or sent as aforesaid.

89. The remuneration of the Directors (other than the Managing Director, if any) shall be determined by the Company in General Meeting, and such remuneration shall be divided amongst the Directors (other than as aforesaid) as they shall determine, or, failing agreement, equally. The Directors shall also be entitled to be repaid all travelling and hotel expenses incurred by them respectively in or about the performance of their duties as Directors, including their expenses of travelling to or from Board Meetings.

90. A Director may hold any other office or place of profit under the Company (other than that of Auditor) in conjunction with his office of Director.

MANAGING DIRECTORS.

91. The Directors may from time to time appoint any one or more of their body to be Managing Director or Managing Directors, for such period and upon such terms as they think fit, and may vest in such Managing Director or Managing Directors such of the powers hereby vested in the Directors generally as they may think fit, and such powers may be made exercisable for such period or periods, and upon such conditions and subject to such restrictions, and generally upon such terms as to remuneration and otherwise as they may determine. The remuneration of a Managing Director may be by way of salary or commission or participation in profits, or by any or all of those modes.

92. A Managing Director shall not while he continues to hold that office be subject to retirement by rotation, and he shall not be taken into account in determining the rotation of retirement of Directors, but he 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 cease to hold the office of Director he shall *ipso facto* and immediately cease to be a Managing Director.

POWERS AND DUTIES OF DIRECTORS.

93. The business of the Company shall be managed by the Directors, who may pay all such expenses of and preliminary and incidental to the promotion, formation, establishment and registration of the Company ~~as~~ they think fit, and 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 regulations made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made.

94. The continuing Directors may act at any time notwithstanding any vacancy in their body.

95. All moneys, bills and notes belonging to the Company shall be paid to or deposited with the Company's bankers to an account to be opened in the name of the Company. Cheques on the Company's bankers, until otherwise from time to time resolved upon by the Directors, shall be signed by at least one Director and countersigned by the Secretary. The Company's banking account shall be kept with such banker or bankers as the Directors shall from time to time determine.

96. The Directors shall duly comply with the provisions of the Statutes, and particularly the provisions as to registration and keeping copies of mortgages and charges, keeping of the register of Members, keeping a register of Directors and sending a copy thereof or a notification of any changes therein to the Registrar of Companies and sending to such Registrar an annual list of Members and summary, together with the certificates required by Section 1. sub-section (3), of the Companies Act, 1913, the particulars required by the Companies (Particulars as to Directors) Act, 1917, notices as to increase of capital, returns of allotments and contracts relating thereto, copies of special and extraordinary resolutions and other particulars connected with the above.

97. A Director may contract with and be interested in any contract or arrangement made with the Company and shall not be liable to account for any profit made by him by reason of any such

contract or arrangement, provided that the precise nature of the interest of the Director in such contract or arrangement be declared to the Board before or at the time the same is entered into or at the first Board Meeting after such interest is acquired. No Director shall vote as a Director in respect of any contract or arrangement in which he shall be interested, but this prohibition shall not apply to any contract or arrangement for giving to a Director security for any advance made or guarantee given by him to or for the benefit of the Company and it may at any time be suspended or relaxed by the Company in General Meeting.

PROCEEDINGS OF DIRECTORS.

98. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall not have a second or casting vote.

99. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and unless otherwise so fixed shall be two Directors, of whom one must be a Director nominated by the B.T.H. and the other a Director nominated by the Electric. If at any meeting of Directors there shall not be present an equal number of Directors nominated by the B.T.H. and the Electric respectively, then if the minority Director shall object to any resolution proposed at that meeting, the same shall be deemed not to be carried.

100. A Director may, and on the request of a Director the Secretary shall, at any time summon a meeting of the Directors.

101. The B.T.H. and the Electric so long as such Companies are entitled to nominate Directors under Article 84 may alternately in each year appoint a Chairman of the Directors who shall preside at meetings of the Directors and such Chairman shall hold office for 12 calendar months from the date of such appointment. The first Chairman shall be appointed by the Electric. If no such Chairman be appointed, or if at any meeting the Chairman be not present within five minutes after the time appointed for holding the same, the Directors present shall choose some one of their number to be Chairman of such meeting.

102. The Directors may delegate any of their powers to committees consisting of such member or members of their body as

they think fit. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors.

103. A committee may elect a Chairman of its meetings. If no such Chairman is elected, or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the same, the Members present may choose one of their number to be Chairman of the meeting.

104. A committee may elect and adjourn as its members think proper. Questions arising at any meeting shall be determined by a majority of votes of the members present.

105. All acts *bona fide* done by any meeting of Directors, or of 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.

106. The Directors 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 Directors and committees and of the attendances thereat, and all business transacted at such meetings, and any such minute of any meeting, if purporting to be signed by the Chairman of such meeting, or by the Chairman of the next succeeding meeting, shall be conclusive evidence without any further proof of the facts therein stated.

107. A resolution in writing signed by all the Directors shall be as effective for all purposes as a resolution passed at a meeting of the Directors duly convened, held and constituted.

THE SEAL.

103. The seal shall not be affixed to any instrument except by the authority of a resolution of the Board of Directors, and in the presence of at least two Directors and of the Secretary and such Directors and the Secretary shall sign every instrument to which the seal shall be affixed in their presence, 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. The Company may exercise the powers of Section

79 of the Companies (Consolidation) Act, 1908, and such powers are accordingly hereby vested in the Directors.

DIVIDENDS AND RESERVE FUND.

109. 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 it shall from time to time be determined to distribute by way of dividend shall be applied in payment of dividends upon the shares of the Company in proportion to the amounts paid up or credited as paid up thereon respectively.

110. The Directors may, with the sanction of a General Meeting, from time to time declare dividends, but no such dividend shall be payable except out of the profits of the Company provided that the Directors may, if they think fit, from time to time pay to the Members such interim dividends as appear to them to be justified by the position of the Company. No higher dividend shall be paid than is recommended by the Directors, and the declaration of the Directors as to the amount of the net profits shall be conclusive.

111. The Directors may, before recommending any dividend, set aside out of the profits of the Company such sums as they think proper as a reserve fund or reserve funds 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 or maintaining any works connected with the business 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 the payment of special dividends or bonuses, on such terms and in such manner as the Company in General Meeting shall from time to time determine, and pending such application the Directors may employ 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 they may select. The Directors may also from time to time carry forward such sums as may be deemed expedient in the interests of the Company.

112. Every dividend warrant may be sent by post to the last registered address of the Member entitled thereto, and the receipt of the person whose name at the date of the declaration of the dividend appears on the Register of Members as the owner of any share, or, in the case of joint holders, of any one of such joint holders, shall be

a good discharge to the Company for all payments made in respect of such share. No unpaid dividend or interest shall bear interest as against the Company.

CAPITALISATION OF PROFITS.

113. Profits of the Company may be capitalised from time to time if and when thought fit, and the following provisions shall have effect with regard to such capitalisations, namely:—

- (i) The Company in General Meeting may at any time and from time to time upon the recommendation of the Directors pass a resolution to the effect that it is desirable to capitalise any sum of undivided profits of the Company for the time being (including profits carried and standing to any reserve or reserves or other special accounts) and accordingly that the Directors be authorised and directed to appropriate and apply such sum of profits in paying up in full unissued shares of the Company of a nominal amount equal thereto and to allot and distribute such shares credited as fully paid up and by way of capitalization of profits to and amongst the holders of all the issued Ordinary Shares in the Company's capital for the time being in proportion to the number of such issued Ordinary Shares held by them respectively.
- (ii) Whenever and as often as such a resolution as aforesaid shall have been passed the Directors may and shall appropriate and apply the sum of undivided profits resolved to be capitalized thereby in paying up in full unissued shares of the Company of a nominal amount equal thereto and shall allot and issue such shares credited as fully paid up and by way of capitalization of profits to and amongst the holders of the issued Ordinary Shares in the proportion aforesaid, with full power to the Directors to make such provisions by the issue of fractional certificates or by payment in cash or otherwise as they think fit for the case of shares becoming distributable in fractions and prior to such allotment the Directors may authorise any person to enter on behalf of all the holders of the issued Ordinary Shares into an agreement with the Company providing for the allotment to them respectively of such shares

credited as fully paid up by way of capitalization of profits as aforesaid and any agreement made under such authority shall be effective and binding on all the Ordinary Shareholders.

ACCOUNTS.

114. The Directors shall cause true accounts to be kept:—

- (a) Of the assets and liabilities of the Company and
- (b) Of all sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place.

The books of account shall be kept at the office, or at such other place as the Directors shall think fit, and always be open to the inspection of the Directors.

115. The Directors 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 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 authorized by the Directors, or by a resolution of the Company in General Meeting.

116. Once at least in every year the Directors shall lay before the Company in General Meeting a profit and loss account for the period since the preceding account, or (in the case of the first account) since the incorporation of the Company made up to a date not more than six months before such meeting. A balance sheet shall be made out in every year and laid before the Company in General Meeting, made up to a date not more than six months before such meeting. The balance sheet shall have attached thereto the Auditors report, and shall be accompanied by a report of the Directors as to the state of the Company's affairs, and the amount which they recommend to be paid by way of dividend, and the amount (if any) which they propose to carry to any reserve fund. The Auditors' report shall be read before the Company in General Meeting as required by Section 113 of the Companies (Consolidation) Act 1908.

AUDIT.

117. Once at least in every year the accounts of the Company shall be examined, and the correctness of the statement and balance sheet ascertained by one or more Auditor or Auditors, and the provisions of Sections 112 and 113 of the Companies (Consolidation) Act 1908, in regard to audit and Auditors shall be observed.

NOTICES.

118. A notice or any 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 of Members.

119. 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 of Members, and any notice so given shall be sufficient notice to the holders of such share.

120. Any Member described in the Register of Members 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 served upon him at such address any notice to which he would be entitled under these Articles, but, save as aforesaid, no Member other than a Member described in the Register of Members by an address within the United Kingdom shall be entitled to receive any notice from the Company.

121. A notice may be given by the Company to the persons entitled to any share in consequence of the death or bankruptcy of a Member by sending it through the post in a prepaid letter addressed to them by name or by the title of representatives or trustees of such deceased or bankrupt Member, at the address (if any) in the United Kingdom supplied for the purpose by such persons as aforesaid, or (until such an address has been supplied) by giving the notice in the manner in which the same would have been given if the death or bankruptcy had not occurred.

122. Any notice or other document, if served or sent by post, shall be deemed to have been served or delivered at the time when the letter containing the same is put into the post, and in proving such service or sending it shall be sufficient to prove that the letter

containing the notice or document was properly addressed and put into the post office as a prepaid letter.

123. Where a given number of days' notice, or notice extending over any other period is required to be given, the day of service shall be counted in such number of days or other period.

INDEMNITY.

124. The Directors, Auditors, Secretary and other officers for the time being of the Company, and any trustees for the time being acting in relation to any of the affairs of the Company, and their heirs executors and administrators respectively, shall be indemnified out of the assets of the Company from and against all actions, proceedings, costs, charges, losses, damages and expenses which they or any of them shall or may incur or sustain by reason of any act done or omitted in or about the execution of their duty in their respective offices or trusts, except such (if any) as they shall incur or sustain by or through their own wilful neglect or default respectively, and no such officer or trustee shall be answerable for the acts, receipts, neglects or defaults of any other officer or trustee or for joining in any receipt for the sake of conformity, or for the solvency or honesty of any bankers or other persons with whom any moneys or effects belonging to the Company may be lodged or deposited for safe custody, or for any insufficiency or deficiency of any security upon which any moneys of the Company shall be invested, or for any other loss or damage due to any such cause as aforesaid, or which may happen in or about the execution of his office or trust unless the same shall happen through the wilful neglect or default of such officer or trustee.

WINDING UP.

125. If the Company shall be wound up, the surplus assets shall (subject to any rights attached to any special class of shares forming part of the capital for the time being of the Company) be distributed among the Members in proportion to the capital paid up or credited as paid up on the shares held by them respectively at the commencement of the winding up.

126. If the Company shall be wound up, the Liquidators 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 192 of the Companies (Consolidation) Act, 1908.

NAMES, ADDRESSES AND DESCRIPTION OF SUBSCRIBERS.

Algernon L. Collins
Solicitor
Kennans House
Crown Court,
Chancery Lane
E.C.

John L. Collins
Kennans House
Crown Court,
Chancery Lane
E.C.

DATED this 8th day of November, 1922.

WITNESS to the above signatures of

Algernon L. Collins and
John L. Collins
Ernest J. White
Clerk to Messrs. W. L. Collins & Co.
Solicitors, Kennans House
Crown Court, Chancery Lane
E.C.

DUPLICATE FOR THE FILE.

No. 185691



Certificate of Incorporation

I Hereby Certify, That the
Lamp Gas Limited

is this day Incorporated under the Companies Acts, 1903 to 1917, and that the Company is Limited.

Given under my hand at London this *thirteenth* day of *November*
One Thousand Nine Hundred and *Twenty-two*

Fees and Deed Stamps £ *17. 15/-*

Stamp Duty on Capital £ *500*—

H. B. Miles
Registrar of Joint Stock Companies.

Certificate received by

G. White
for Miss Collins & Co
Remains & Co
Crown Court, E.C.2

Date

14 Nov 1922

J.W.

THE STAMP ACT, 1891.

(54 & 55 Vict., Ch. 39.)



COMPANY LIMITED BY SHARES.

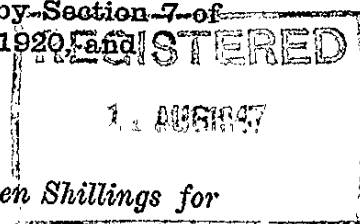
Statement of Increase of the Nominal Capital

OF

LAMP CAPS.

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

Wild Collins & Crosse,

87, Duke Street, Grosvenor Square, W.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 Street, S.W.1;
15 Hanover Street, W.1; 77 Colmore Row, Birmingham, 3; 19 & 21 North John Street, Liverpool, 2;
5 St. James's Square, Manchester, 2 and 157 Hope Street, Glasgow, C.2.

PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS.

THE NOMINAL CAPITAL

OF

.....
..... LAMP CAPS, Limited has by a Resolution
..... of the Company dated..... the 31st day of July 1947.....
..... been increased by the addition thereto of the sum of
£100,000....., divided into 100,000.....
Shares of One pound..... each, beyond the registered
Capital of £50,000.....
.....

*Signature.....

Officer..... DIRECTOR.....

Dated the 5th day of August 1947.

* This Statement should be signed by a Director or Manager or Secretary of
the Company.

No. 185691/184

The Companies Act 1929.



COMPANY LIMITED BY SHARES.

Extraordinary Resolution

(Pursuant to s. 117 (1))

OF

LAMP CAPS LIMITED

Passed 31st July 1947.

REGISTERED

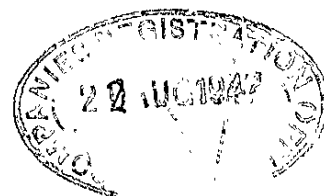
22 AUG 1947

AT an EXTRAORDINARY GENERAL MEETING of the shareholders of the above-named Company, duly convened, and held at Magnet House, Kingsway, London, W.C.2, on the 31st day of July 1947, the following Resolution was duly passed as an Extraordinary Resolution:—

RESOLUTION.

That the capital of the Company be increased to £150,000 divided into 150,000 shares of £1 each by the creation of 100,000 new shares of £1 each.


Chairman



Number of
Company } 185691

Form No. 10.

THE COMPANIES ACT, 1929.

Notice of Increase in Nominal Capital

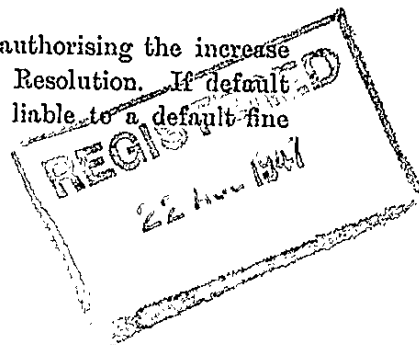
Pursuant to Section 52.

Insert the
Name
of the
Company.

LAMP CAPS

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

Wild Collins & Crosse,

87, Duke Street, Grosvenor Square,



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 Manover Street, W.1 ; 77 Colmore Row, Birmingham, 3 ; 19 & 21 North John Street, Liverpool, 2 ;
5 St. James's Square, Manchester, 2 and 157 Hope Street, Glasgow, C.2.

PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS.

To THE REGISTRAR OF COMPANIES.

*"Ordinary,"
"Extraordin-
ary," or
"Special". **LAMP CAPS** Limited, hereby gives you notice, pursuant to
Section 52 of the Companies Act, 1929, that by an *** Extraordinary**
Resolution of the Company dated the **31st** day of **July** 19**47**,
the Nominal Capital of the Company has been increased by the addition thereto of
the sum of **£100,000**
beyond the Registered Capital of **£50,000**.

The additional Capital is divided as follows:—

Number of Shares.	Class of Shares.	Nominal amount of each Share.
100,000	Ordinary	£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:—

To rank *pari passu* in all respects with the existing
share capital of the Company.

** If any of the new shares are Preference Shares state whether they are redeemable or not.

Signature

State whether Director,
Manager or Secretary

DIRECTOR

Dated the **8th** day of **August** 19**47**.



COMPANY LIMITED BY SHARES.

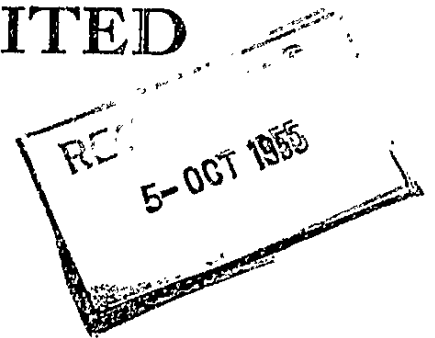
Extraordinary Resolution

(Pursuant to s. 141)

OF

LAMP CAPS LIMITED


Passed 30th September 1955.



AT an EXTRAORDINARY GENERAL MEETING of the Shareholders of the above-named Company, duly convened, and held at Crown House, Aldwych, London, W.C.2, on the 30th day of September 1955, the following Resolution was duly passed as an Extraordinary Resolution :—

RESOLUTION.

That the capital of the Company be increased to £300,000 by the creation of 150,000 new shares of £1 each which new shares shall rank *pari passu* in all respects with the existing shares.


V. C. H. CREER,

Chairman.

No. of Company 185691

64



Price.—Two Pence
(Exclusive of Purchase Tax).

Form No. 10.



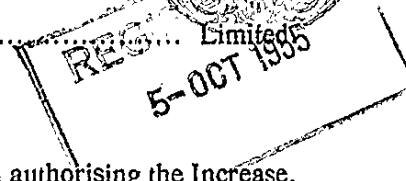
THE COMPANIES ACT, 1948.

NOTICE OF INCREASE IN NOMINAL CAPITAL

Pursuant to Section 63.



Name of Company { Lamp Caps



—This notice, accompanied by a printed copy of the Resolution authorising the Increase, must be forwarded to the Registrar of Companies within 15 days after the passing of the said Resolution.

Signed by

Lamp Caps Ltd

Manager

King's Cross

TO THE REGISTRAR OF COMPANIES.

.....Lamp Cap......LIMITED,
hereby gives you notice pursuant to Sect. 63 of the Companies Act, 1948, that by
(^a).....Extraordinary.....Resolution of the Company dated
the 13th day of September 1955, the nominal
Capital of the Company has been increased by the addition thereto of the sum of
£.....150,000.....beyond the registered Capital of £.....150,000.....

The additional capital is divided as follows :—

<u>Number of Shares.</u>	<u>Class of Share.</u>	<u>Nominal Amount of each Share.</u>
<u>150,000.</u>	<u>—</u>	<u>£1</u>

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 new Shares are Preference Shares state whether they are redeemable or not.)

Ranking pari passu with
existing shares.

(Signature)[Signature].....

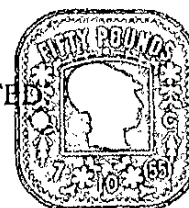
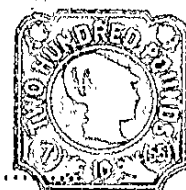
(State whether Director,
or Secretary).....Secretary.....

Dated the 13th day of September 1955

(^a) " Ordinary," " Extraordinary " or " Special."

Margin reserved for Binding.

No. of Company...185691.....

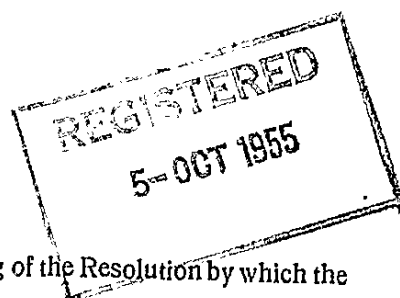


LAMP CAPS.....COMPANY, LIMITED

Statement of Increase of Nominal Capital pursuant to s. 112 of the Stamp Act, 1891.

NOTE—The Stamp duty on an increase of Nominal Capital is Ten shillings for every £100

fraction of £100—Section 41, Finance Act, 1933).



This statement is to be filed within 15 days after the passing of the Resolution by which the registered Capital is increased, and if not so filed 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).

NOTE.—Attention is drawn to Section 63 of the Companies Act, 1948, relative to the filing of a Notice of Increase and a printed copy of the Resolution authorising the Increase.

Sent for registration by

Lamp Caps Limited,

Magnet House,

Kingsway, London, W.C. 2

Stamps

L.C.S. 302

5-OCT 1955

The NOMINAL CAPITAL of..... LAMP CAPS.....

.....Company, Limited,

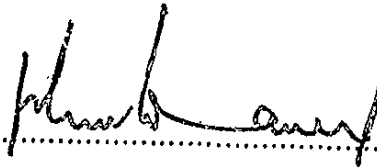
has by a Resolution of the Company dated..... 30th September, 1955.....

been increased by the addition thereto of the sum of £...150,000....., divided into

.....150,000.....shares of £1. (One Pound) ...each, beyond the Registered Capital of

.....One hundred and fifty thousand pounds.....

Signature.....



Description Secretary

Date 4th October 1955

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

The Companies Act, 1948

COMPANY LIMITED BY SHARES



Special Resolution

(Pursuant to s. 141 (2))

OF

LAMP CAPS LIMITED

Passed 5th July, 1961

AT the ANNUAL GENERAL MEETING of the Shareholders of the above-named Company, duly convened, and held at Lamp Caps Limited Works, Sheffield Road, Chesterfield, on the 5th day of July, 1961, the following RESOLUTION was duly passed as a SPECIAL RESOLUTION :—

RESOLUTION

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

(1) By deleting Articles 84, 85 and 86 and replacing them by the following new provisions :—

“ 84. The number of Directors shall be four of whom two shall be appointed by A.E.I. Lamp and Lighting Company Limited (hereinafter called “A.E.I.”) and two by The General Electric Company Limited (hereinafter called “the Electric”) so long as these companies respectively hold not less than one-third of the issued share capital of the Company. Any Director appointed under this Article may be removed from office by the appointor.

REGISTERED
10 JUL 1961

[P.T.O.]

10 JUL 1961

85. If any Director appointed by A.E.I. under Article 84 shall die or resign office or be removed from office by A.E.I. while A.E.I. is still entitled to appoint Directors under Article 84 A.E.I. may appoint another Director in his place, but if and whenever A.E.I. shall cease to hold one-third of the issued capital of the Company the Directors appointed by it shall *ipso facto* vacate office.

86. If any Director appointed by the Electric under Article 84 shall die or resign or be removed from office by the Electric while the Electric is still entitled to appoint Directors under Article 84 the Electric may appoint another Director in his place, but if and whenever the Electric shall cease to hold one-third of the issued share capital of the Company the Directors appointed by it shall *ipso facto* vacate office."

(2) By deleting the words "the B.T.H." wherever they appear in the Articles of Association and replacing them by the letters "A.E.I.".


Chairman.

THE COMPANIES' ACTS, 1908 TO 1917.

COMPANY LIMITED BY SHARES.

Memorandum of Association

— OF —

LAMP CAPS LIMITED.

1. The name of the Company is "LAMP CAPS 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 business as manufacturers and sellers of and dealers in caps for electric lamps and other articles, instruments, apparatus and things used for or in connection with electric lamps, and to construct, maintain, carry out, work, sell, let on hire and deal in works, plant, machinery, conveniences and things of all kinds capable of being used in connection with electricity of any kind, including cables, wires, lines, stations, exchanges, accumulators, lamps, meters, and engines.
 - (b) To carry on the business of electrical and general engineers and manufacturers of electric works or apparatus of any and every description, and any other trade or business whatsoever whether manufacturing or otherwise which can in the opinion of the Company be advantageously or conveniently carried on by the Company by way of extension of or in connection with



Certified a true copy
LAMP CAPS LIMITED

[Signature]



its general business, or is calculated directly or indirectly to develop any branch of the Company's business or to increase the value of or turn to account any of the Company's assets, property or rights.

- (c) To acquire and take over the whole or any part of the business, property and liabilities of any person or persons, firm or corporation, carrying on any business which this Company is authorised to carry on, or possessed of any property or rights suitable for the purposes of this Company.
- (d) To purchase, take on lease or in exchange, or otherwise acquire, any real or personal property, concessions, grants, decrees, patents, licences, secret processes, rights or privileges which the Company may think necessary or convenient for the purposes of its business, and to purchase, take on lease or otherwise acquire, construct, maintain and alter any factories, buildings or works necessary or convenient for the purposes of the Company.
- (e) To borrow or raise or secure the payment of money by mortgage, or by the issue of debentures or debenture stock, perpetual or otherwise, or in such other manner as the Company shall think fit, and for the purposes aforesaid to charge all or any of the Company's property or assets, present and future including its uncalled capital, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.
- (f) To draw, make, accept, indorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (g) To grant pensions, allowances, gratuities and bonuses to employees or ex-employees of the Company or its predecessors in business or the dependents of such persons, and to support or subscribe to any charitable or other institutions, clubs, societies or funds.
- (h) To lend money on any terms that may be thought fit and particularly to customers or other persons having dealings with the Company.

- (i) To invest any moneys of the Company not required for the purposes of its business in such investments or securities as may be thought expedient.
- (j) To enter into any partnership or arrangement in the nature of a partnership with any person or persons or corporation engaged or interested or about to become engaged or interested in the carrying on or conduct of any business or enterprise which this Company is authorised to carry on or conduct or from which this Company would or might derive any benefit, whether direct or indirect.
- (k) To apply for and take up or acquire by way of exchange or otherwise and hold or sell and dispose of the shares or securities of any other company carrying on or about to carry on any business in which this Company is or may be interested and to amalgamate with any other such company or companies.
- (l) To sell or dispose of the undertaking of the Company or any part thereof in such manner and for such consideration as the Company may think fit, and in particular for shares (fully or partly paid up), debentures, debenture stock or securities of any other company, whether promoted by this Company for the purpose or not and to improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company.
- (m) To distribute any of the Company's property among the Members in specie.
- (n) To procure the Company to be registered or recognised in any foreign country or place.
- (o) To do all or any of the above things in any part of the world, and either as principals, agents, trustees or otherwise, and either alone or in conjunction with others, and by or through agents, sub-contractors, trustees or otherwise.
- (p) To do all such other things as are incidental or the Company may think conducive to the attainment of the above objects or any of them.

4. The liability of the Members is limited.

5. The share capital of the Company is £300,000, divided into 300,000 shares of £1 each. The shares in the original or any increased capital may be divided into several classes, and there may be attached thereto respectively any preferential, deferred or other special rights, privileges, conditions or restrictions. ✓

THE COMPANIES ACTS, 1908 to 1917.

COMPANY LIMITED BY SHARES.

Articles of Association

— OF —

LAMP CAPS LIMITED.

TABLE "A" EXCLUDED.

1. The regulations in Table "A" in the First Schedule to the Companies (Consolidation) Act, 1908, shall not apply to the Company except so far as the same are repeated or contained in these Articles.

INTERPRETATION.

2. In these Articles the words standing in the first column of the table next hereinafter contained 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 Statutes ...	The Companies Acts, 1908 to 1917, and every other Act for the time being in force concerning joint stock companies and affecting the Company.
These Articles ...	These Articles of Association as originally framed or as altered from time to time by special resolution.

Words.	Meanings.
The Directors ...	The Directors for the time being of the Company.
The Office ...	The registered office for the time being of the Company.
The Seal ...	The Common Seal of the Company.
Month ...	Calendar month.

Writing shall include printing and lithography and any other mode or modes of representing or reproducing words in a visible form.

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; and

Words importing persons shall include corporations.

3. Subject as aforesaid, any words or expressions defined in the Statutes shall, except where the subject or context forbids, bear the same meanings in these Articles.

SHARES.

4. The initial capital of the Company is divided into 50,000 shares of £1 each.

5. The shares taken by the subscribers to the Memorandum of Association shall be duly issued by the Directors. Subject as aforesaid, the shares shall be under the control of the Directors, who may allot and issue the same (subject always to Articles 6 and 52 hereof) to such persons on such terms and conditions and at such times as the Directors think fit.

6. The Company is a Private Company, and accordingly :—(a) no invitation shall be issued to the public to subscribe for any shares or debentures or debenture stock of the Company, (b) the number of the Members of the Company (exclusive of persons who are in the employment of the Company, and of persons who having been formerly in the employment of the Company were while in such employment and have continued after the determination of such

employment to be Members of the Company) shall be limited to fifty, provided that, for the purposes of this provision, where two or more persons hold one or more shares in the Company jointly they shall be treated as a single Member; and (c) the right to transfer the shares of the Company shall be restricted in manner hereinafter appearing. If the Company shall at any time be turned into a Public Company the minimum subscription shall for the purposes of any allotment of shares to which Section 85 of the Companies (Consolidation) Act 1908 applies be seven shares.

7. The Company may pay to any person a commission in consideration of his 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, provided that such commission shall not exceed thirty per cent. of the nominal amount of such shares or an amount equivalent to such percentage and the requirements of Sections 26, 89 and 90 of the Companies (Consolidation) Act 1908 shall be observed.

8. Where any shares are issued for the purpose of raising money to defray the expenses of the construction of any works or buildings or the provisions of any plant which cannot be made profitable for a lengthened period the Company may pay interest 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 mentioned in Section 91 of the Companies (Consolidation) Act 1908 and may charge the same to capital as part of the cost of the construction of the works, buildings or plant.

9. 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 or other moneys payable in respect of such share.

10. 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 any right whatsoever in respect of any share other than an absolute right to the entirety thereof in the registered holder, except as by these Articles otherwise expressly provided or as by Statute required or pursuant to any order of Court.

11. Every Member shall be entitled, without payment, to receive within two months after allotment or registration of transfer (unless the conditions of issue provide for a longer interval) one

certificate under the Seal for all the shares registered in his name, specifying the number and denoting numbers 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, and delivery of such certificate to any one of them shall be sufficient delivery to all. Every certificate shall be signed by one Director and countersigned by the Secretary or some other person nominated by the Directors for the purpose.

12. If any share certificate shall be defaced, worn out, destroyed or lost, it may be renewed on such evidence being produced, and such indemnity (if any) being given as the Directors shall require, and (in case of defacement or wearing out) on delivery up of the old certificate, and in any case on payment of such sum not exceeding One Shilling as the Directors may from time to time require.

LIEN.

13. The Company shall have a first and paramount lien upon all shares (whether fully paid or not) registered in the name of any Member, either alone or jointly with any other person, for his debts, liabilities and engagements, whether solely or jointly with any other person to or with the Company whether the period for the payment, fulfilment or discharge thereof shall have actually arrived or not, and such lien shall extend to all dividends from time to time declared in respect of such shares. But the Directors may at any time declare any share to be exempt, wholly or partially, from the provisions of this Article.

14. The Directors may sell the shares subject to any such lien at such time or times and in such manner as they think 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 or the liability or engagement in respect of which such lien exists is liable to be presently fulfilled or discharged, and until a demand and notice in writing stating the amount due or specifying the liability or engagement and demanding payment or fulfilment or discharge thereof and giving notice of intention to sell in default shall have been served on such Member or the persons (if any) entitled by transmission to the shares, and default in payment, fulfilment or discharge shall have been made by him or them for seven days after such notice.

15. The net proceeds of any such sale shall be applied in or towards satisfaction of the amount due to the Company, or of the liability or engagement, as the case may be, and the balance (if any) shall be paid to the Member or the person (if any) entitled by transmission to the shares so sold.

16. 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 application of the purchase-money nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

17. No Member shall be entitled to receive any dividend or to exercise any 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 (if any).

CALLS ON SHARES.

18. The Directors may, subject to the provisions of these Articles, from time to time make such calls upon the Members in respect of all moneys unpaid on their shares as they think fit, provided that fourteen 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, by the instalments (if any) and at the times and places appointed by the Directors.

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

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

21. If before or on the day appointed for payment thereof a call or instalment payable in respect of a share is not paid, the holder or allottee of the share shall pay interest on the amount of the call or instalment at such rate not exceeding ten per cent. per annum as the Directors shall fix from the day appointed for payment thereof to the time of actual payment, but the Directors may waive payment of such interest wholly or in part.

22. Any sum which by the terms of allotment 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 the relevant provisions of these Articles, shall apply as if such sum were a call duly made and notified as hereby provided.

23. The Directors may, from time to time, make arrangements on 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.

24. 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 sums 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 Directors may pay or allow such interest as may be agreed between them and such Member, in addition to the dividend payable upon such part of the share in respect of which such advance has been made as is actually called up.

TRANSFER OF SHARES.

25. Subject to the restrictions of these Articles, shares shall be transferable, but every transfer must be in writing in the usual common form, or in such other form as the Directors shall from time to time approve, and must be left at the office, 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.

26. Save as hereby otherwise provided, no share shall be transferred to any person who is not a Member of the Company so long as any Member is willing to purchase the same at the fair value, which shall be determined as hereinafter provided.

27. In order to ascertain whether any Member is willing to purchase a share at the fair value, the person, whether a Member of the Company or not, proposing to transfer the same (hereinafter called "the retiring Member") shall give a notice in writing (hereinafter described as a "sale notice") to the Company that he desires

to sell the same. Every sale notice shall specify the denoting numbers of the shares which the retiring Member desires to sell, and shall constitute the Company the agent of the retiring Member for the sale of such shares to any Member of the Company at the fair value. No sale notice shall be withdrawn except with the sanction of the Directors.

28. If the Company shall within twenty-eight days after service of a sale notice find a Member willing to purchase any share comprised therein (hereinafter described as a "purchasing Member") and shall give notice thereof to the retiring Member, the retiring Member shall be bound upon payment of the fair value to transfer the share to such purchasing Member, who shall be bound to complete the purchase within seven days from the service of such last-mentioned notice. The Directors shall with a view to finding a purchasing Member offer any shares comprised in a sale notice to the persons then holding the remaining shares in the Company as nearly as may be in proportion to their holdings of shares in the Company, and shall limit a time within which such offer if not accepted will be deemed to be declined; and the Directors shall make such arrangements as regards the finding of a purchasing Member for any shares not accepted by a Member to whom they shall have been so offered as aforesaid within the time so limited as they shall think just and reasonable.

29. If any dispute or question shall arise between the retiring Member and the purchasing Member as to what is the fair value of a share, the matter shall be referred to a Chartered Accountant to be agreed between them and in default of agreement to be nominated by the President for the time being of the Institute of Chartered Accountants, whose fees shall be paid by the retiring Member.

30. In the event of the retiring Member failing to carry out the sale of any shares which he shall have become bound to transfer as aforesaid, the Directors may give a good receipt for the purchase price of such shares, and may register the purchasing Member as holder thereof and issue to him a certificate for the same, and thereupon the purchasing Member shall become indefeasibly entitled thereto. The retiring Member shall in such case be bound to deliver up his certificate for the said shares, and on such delivery shall be entitled to receive the said purchase price, without interest, and if such certificate shall comprise any shares which he has not become bound to transfer as aforesaid the Company shall issue to him a balance certificate for such shares.

31. If the Directors shall not, within the space of twenty-eight days after service of a sale notice, find a purchasing Member for all or any of the shares comprised therein and give notice in manner aforesaid, or if, through no default of the retiring Member, the purchase of any shares in respect of which such last-mentioned notice shall be given shall not be completed within twenty-one days from the service of such notice, the retiring Member shall at any time within six months thereafter be at liberty, subject to Article 34 hereof, to sell and transfer the shares comprised in his sale notice (or such of them as shall not have been sold to a purchasing Member) to any person and at any price.
32. 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 of Members in respect thereof.
33. The Company shall provide a book to be called the "Register of Transfers" which shall be kept by the Secretary under the control of the Directors, and in which shall be entered the particulars of every transfer or transmission of every share.
34. The Directors may, in their discretion, refuse to register the transfer of any share to any person whom it shall in their opinion be undesirable in the interests of the Company to admit to membership. The Directors may refuse to register any transfer of shares on which the Company has a lien.
35. Such fee, not exceeding Two Shillings and Six Pence for each transfer, as the Directors may from time to time determine, may be charged for registration of a transfer.
36. The register of transfers shall be closed during the fourteen 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 it shall not be closed for more than thirty days in any year.

TRANSMISSION OF SHARES.

37. In the case of the death of a Member, the survivors or survivor, where the deceased was a joint holder, and the executors or administrators 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 joint holder from any liability in respect of any share jointly held by him.

38. Any person becoming entitled to a share in consequence of the death or bankruptcy of any Member may, upon producing such evidence of title as the Directors shall require, with the consent of the Directors, which they shall be entitled to withhold without assigning any reason therefor, be registered himself as holder of the share, or, subject to the provisions as to transfers herein contained, transfer the same to some other person.

39. A person entitled to a share by transmission shall be entitled to receive, and may 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 have become a Member in respect of the share.

FORFEITURE OF SHARES.

40. If any Member 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 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 or on the person entitled to the share by transmission requiring him to pay such call or instalment, or such part thereof as remains unpaid, together with interest at such rate not exceeding ten per cent. per annum as the Directors shall determine, and any expenses that may have accrued by reason of such non-payment.

41. The notice shall name a further day (not earlier than the expiration of 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 was made will be liable to be forfeited.

42. If the requisitions 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 the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect.

43. A forfeiture of shares shall include all dividends in respect of the shares not actually paid before the forfeiture notwithstanding that they shall have been declared.

44. When any share has been forfeited in accordance with these Articles, notice of the forfeiture shall forthwith be given to the holder of the share or to 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 of Members 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.

45. Notwithstanding any such forfeiture as aforesaid, the Directors 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 upon and expenses incurred in respect of the share and upon such further terms (if any) as they shall see fit.

46. Every share which shall be forfeited shall thereupon become the property of the Company, and may be either cancelled or 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.

47. A Shareholder 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 share at the time of forfeiture without any deduction or allowance for the value of the shares at the time of forfeiture.

48. 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 Shareholder whose share is forfeited and the Company, except only such of those rights

and liabilities as are by these Articles expressly saved, or as are by the Statutes given or imposed in the case of past Members.

49. 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 Articles, and stating the date upon which 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 the receipt of the Company for the consideration (if any) given for the share on the sale or disposition thereof, and a certificate of proprietorship of the share under the seal delivered to the person to whom the same is sold or disposed of, shall constitute a good title to the share, and such person shall be registered as the holder of the share and shall be discharged from all calls made prior to such sale or disposition, and shall not be bound to see to the application of the purchase money (if any), nor shall his title to the share be affected by any act omission or irregularity relating to or connected with the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the share.

ALTERATIONS OF CAPITAL.

50. The Company may so far alter the conditions of its Memorandum of Association as by ordinary resolution:—

- (a) To consolidate and divide its share capital into shares of larger amount than its existing shares; or
- (b) To cancel any shares not taken or agreed to be taken by any person.

and by special resolution:—

- (c) To divide its share capital or any part thereof into shares of smaller amount than is fixed by its Memorandum of Association by sub-division of its existing shares or any of them, subject nevertheless to the provisions of the Statutes, and so that as between the resulting shares, one or more of such shares may by the resolution by which such sub-division is affected be given any preference or advantage as regards dividend, capital, voting or otherwise over the others, or any other of such shares; or
- (d) To reduce its capital in any manner authorised and subject to any conditions prescribed by the Statutes.

INCREASE OF CAPITAL.

51. The Company may from time to time whether all the shares for the time being authorized shall have been issued or all the shares for the time being issued shall have been fully called up or not by extraordinary resolution increase its share capital by the creation and issue of new shares, such new capital to be of such amount and to be divided into shares of such respective amounts and to carry such rights or deferred rights or to be subject to such conditions or restrictions in regard to dividend, return of capital, voting or otherwise as the Company by the resolution authorizing such increase directs.

52. Unless otherwise determined by the Directors, or by the resolution authorizing an increase of capital, any original shares for the time being unissued, and any new shares from time to time to be created, shall, before they are issued, be offered to the Members in proportion, as nearly as may be, to the number of shares held by them. Such offer shall be made by notice specifying the number of shares offered, and limiting a time within which the offer, if not accepted will be deemed to be declined, and after the expiration of such time or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered, the Directors may, subject to these Articles, dispose of the same in such manner as they think most beneficial to the Company. The Directors may in like manner dispose of any such new or original shares as aforesaid, which by reason of the proportion borne by them to the number of persons entitled to such offer as aforesaid or by reason of any other difficulty in apportioning the same, cannot in the opinion of the Directors be conveniently offered in manner hereinbefore provided.

53. Except so far as otherwise provided by the conditions of issue, any capital raised by the creation of new shares shall be considered as part of the original ordinary share capital of the Company and shall be subject to the same provisions with reference to the payment of calls, lien, transfer, transmission, forfeiture and otherwise as the original share capital.

MODIFICATION OF CLASS RIGHTS.

54. All or any of the rights, privileges or conditions for the time being attached or belonging to any class of shares for the time being forming part of the capital of the Company may from time to time be modified, affected, varied, extended or surrendered in any

manner with the consent in writing of the holders of not less than three-fourths of the issued shares of that class or with the sanction of an extraordinary resolution passed at a separate General Meeting of the Members of that class.

55. To any such General Meeting all the provisions of these Articles as to General Meetings of the Company shall *mutatis mutandis* apply, but so that the necessary quorum shall be Members of the class holding or representing by proxy one-third of the capital paid or credited as paid on the issued shares of the class.

GENERAL MEETINGS.

56. The Statutory General Meeting shall be held at such time within not less than one month nor more than three months from the incorporation of the Company, and at such place as the Directors may determine. The provisions of Section 65 of the Companies (Consolidation) Act, 1908, in relation to such meeting (so far as they affect the Company) shall be observed by the Directors.

57. Subsequent General Meetings shall be held once in every year, at such time and place as may be determined by the Directors, but so that not more than fifteen months shall be allowed to elapse between any two Annual General Meetings.

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

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

60. The Directors shall call an Extraordinary Meeting whenever a requisition in writing, signed by Members of the Company holding in the aggregate not less than one-tenth in amount of the issued capital of the Company upon which all calls or other sums then due shall have been paid up, and stating fully the objects of the meeting, shall be deposited at the office. Such a requisition may consist of several documents in like form, each signed by one or more requisitionists.

61. If the Directors do not proceed to convene a meeting to be held within twenty-one 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.

62. If at any such meeting a resolution requiring confirmation at another meeting is passed, the Directors shall forthwith convene a further Extraordinary General 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 such further meeting within seven days from the date of the passing of the first resolution the requisitions or a majority of them in value may themselves convene the meeting. All meetings convened by requisitionists under this or the preceding Article shall be convened in the same manner as nearly as possible as that in which meetings are to be convened by the Directors.

63. Seven days' notice at the least, 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 such Members as are under the provisions of these Articles entitled to receive notices from the Company. Provided that the accidental omission to give such notice to or the non-receipt of such notice by any such Member shall not invalidate any resolution passed or proceeding had at any such meeting and with the consent of all the Members for the time being entitled to receive notices of meetings, a meeting may be convened upon a shorter notice or without any notice and in such manner as such Members may approve. Proper minutes shall be kept of all General Meetings of the Company.

PROCEEDINGS AT GENERAL MEETINGS.

64. 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 the fixing of the remuneration of the Auditors.

65. 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 on which 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 fourteen intervening days.

66. Upon receipt of any such notice as in the last preceding Article mentioned, the Secretary shall in any case where the notice of intention is received before the notice of the meeting is issued, include in the notice of the meeting, and shall in any other case issue as quickly as possible to the Members entitled to notice of the meeting notice that such resolution will be proposed.

67. 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 Members personally present, not being less than two, and holding or representing by proxy not less than one tenth part of the issued share capital of the Company.

68. If within half-an-hour 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 the same day in the next week 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, the Members present shall be a quorum.

69. 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 fifteen 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.

70. 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 ten days or more, notice of the adjourned meeting shall be given in the same manner as in the case 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. Except as provided by the Statutes in the case of the Statutory 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.

71. At all General Meetings 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 in writing by the Chairman (being a person entitled to vote) or by at least two Members, or by the holder or holders in person or by proxy of at least one-twentieth part of the issued ordinary share capital of the Company and unless a poll be so demanded a declaration by the Chairman of the meeting that a resolution has been carried or has been 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.

72. 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.

73. No poll shall be demanded on the election of a Chairman of a meeting or on any question of adjournment.

74. 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.

75. Subject and without prejudice to any special privileges or restrictions for the time being affecting any special class of shares for the time being forming part of the capital of the Company, every Member shall have one vote on a show of hands and in case of a poll shall have one vote for every share of which he is the holder.

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

77. 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 of Members.

78. Save as herein expressly provided, no person other than a Member duly registered and who shall have paid everything for the time being due from him and payable to the Company in respect of his shares, shall be entitled to be present or to vote on any question either personally or by proxy, or as proxy for another Member, or to be reckoned in a quorum, at any General Meeting.

79. Votes may be given either personally or by proxy. On a show of hands a Member present only by proxy shall have no vote, but a proxy for or representative of a corporation may vote on a show of hands. No person shall act as a proxy except for a corporation, who is not entitled to be present and vote in his own right.

80. 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 under its common seal, if any, and, if none, then under the hand of some officer duly authorised in that behalf.

81. An instrument appointing a proxy to vote at a meeting shall be deemed to include the power to demand a poll on behalf of the appointor.

82. The instrument appointing a proxy shall be deposited at the office 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; 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:—

“LAMP CAPS LIMITED.”

“I _____ of
 “a Member of LAMP CAPS LIMITED. and entitled to
 “_____ votes, hereby appoint
 “of _____, another Member of the
 “Company, and failing him _____,
 “of _____, another Member of the
 “Company, to vote for me and on my behalf at the
 “[Statutory, Ordinary, Extraordinary or Adjourned,
 “as the case may be] General Meeting of the Company
 “to be held on the _____ day of _____
 “and at every adjournment thereof.

“As witness my hand this _____ day of _____, 19 ____.”

DIRECTORS.

84. The number of Directors shall be four of whom two shall be appointed by A.E.I. Lamp and Lighting Company Limited (hereinafter called "A.E.I.") and two by The General Electric Company Limited (hereinafter called "the Electric") so long as these companies respectively hold not less than one-third of the issued share capital of the Company. Any Director appointed under this Article may be removed from office by the appointor.

85. If any Director appointed by A.E.I. under Article 84 shall die or resign office or be removed from office by A.E.I. while A.E.I. is still entitled to appoint Directors under Article 84 A.E.I. may appoint another Director in his place, but if and whenever A.E.I. shall cease to hold one-third of the issued capital of the Company the Directors appointed by it shall *ipso facto* vacate office.

86. If any Director appointed by the Electric under Article 84 shall die or resign or be removed from office by the Electric while the Electric is still entitled to appoint Directors under Article 84 the Electric may appoint another Director in his place, but if and whenever the Electric shall cease to hold one-third of the issued share capital of the Company the Directors appointed by it shall *ipso facto* vacate office.

87. The Company in General Meeting may at any time determine that the number of Directors be increased and in that event each of them the A.E.I. and the Electric shall be entitled if and so long as it holds one-third of the issued share capital of the Company to appoint an additional Director, and all the provisions of the last three preceding Articles shall (so far as applicable) apply to the Directors so appointed and to the appointment of other Directors in their places, in the same manner as is therein provided, with respect to the appointment of the first two Directors and their successors.

88. A Director appointed by or under the provisions of the preceding Articles shall not be liable to vacate office except in the event of his death, resignation or removal by the Company by

which he was nominated or on such company ceasing to hold one-third of the issued share capital of the Company. Any such nomination or removal shall be made in writing by the secretary of the A.E.I. or the Electric as the case may be and left at or sent to the registered office of the Company, and such nomination or removal shall take effect immediately on notice thereof being so left or sent as aforesaid.

89. The remuneration of the Directors (other than the Managing Director, if any) shall be determined by the Company in General Meeting, and such remuneration shall be divided amongst the Directors (other than as aforesaid) as they shall determine, or, failing agreement, equally. The Directors shall also be entitled to be repaid all travelling and hotel expenses incurred by them respectively in or about the performance of their duties as Directors, including their expenses of travelling to or from Board Meetings.

90. A Director may hold any other office or place of profit under the Company (other than that of Auditor) in conjunction with his office of Director.

MANAGING DIRECTORS.

91. The Directors may from time to time appoint any one or more of their body to be Managing Director or Managing Directors, for such period and upon such terms as they think fit, and may vest in such Managing Director or Managing Directors such of the powers hereby vested in the Directors generally as they may think fit, and such powers may be made exercisable for such period or periods, and upon such conditions and subject to such restrictions, and generally upon such terms as to remuneration and otherwise as they may determine. The remuneration of a Managing Director may be by way of salary or commission or participation in profits, or by any or all of those modes.

92. A Managing Director shall not while he continues to hold that office be subject to retirement by rotation, and he shall not be taken into account in determining the rotation of retirement of Directors, but he 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 cease to hold the office of Director he shall *ipso facto* and immediately cease to be a Managing Director.

POWERS AND DUTIES OF DIRECTORS.

93. The business of the Company shall be managed by the Directors, who may pay all such expenses of and preliminary and incidental to the promotion, formation, establishment and registration of the Company as they think fit, and 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 regulations made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made.

94. The continuing Directors may act at any time notwithstanding any vacancy in their body.

95. All moneys, bills and notes belonging to the Company shall be paid to or deposited with the Company's bankers to an account to be opened in the name of the Company. Cheques on the Company's bankers, until otherwise from time to time resolved upon by the Directors, shall be signed by at least one Director and countersigned by the Secretary. The Company's banking account shall be kept with such banker or bankers as the Directors shall from time to time determine.

96. The Directors shall duly comply with the provisions of the Statutes, and particularly the provisions as to registration and keeping copies of mortgages and charges, keeping of the register of Members, keeping a register of Directors and sending a copy thereof or a notification of any changes therein to the Registrar of Companies and sending to such Registrar an annual list of Members and summary, together with the certificates required by Section 1, sub-section (3), of the Companies Act, 1913, the particulars required by the Companies (Particulars as to Directors) Act, 1917, notices as to increase of capital, returns of allotments and contracts relating thereto, copies of special and extraordinary resolutions and other particulars connected with the above.

97. A Director may contract with and be interested in any contract or arrangement made with the Company and shall not be liable to account for any profit made by him by reason of any such

contract or arrangement, provided that the precise nature of the interest of the Director in such contract or arrangement be declared to the Board before or at the time the same is entered into or at the first Board Meeting after such interest is acquired. No Director shall vote as a Director in respect of any contract or arrangement in which he shall be interested, but this prohibition shall not apply to any contract or arrangement for giving to a Director security for any advance made or guarantee given by him to or for the benefit of the Company and it may at any time be suspended or relaxed by the Company in General Meeting.

PROCEEDINGS OF DIRECTORS.

98. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall not have a second or casting vote.

99. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and unless otherwise so fixed shall be two Directors, of whom one must be a Director nominated by the A.E.I. and the other a Director nominated by the Electric. If at any meeting of Directors there shall not be present an equal number of Directors nominated by the A.E.I. and the Electric respectively, then if the minority Director shall object to any resolution proposed at that meeting, the same shall be deemed not to be carried.

100. A Director may, and on the request of a Director the Secretary shall, at any time summon a meeting of the Directors.

101. The A.E.I. and the Electric so long as such Companies are entitled to nominate Directors under Article 84 may alternately in each year appoint a Chairman of the Directors who shall preside at meetings of the Directors and such Chairman shall hold office for 12 calendar months from the date of such appointment. The first Chairman shall be appointed by the Electric. If no such Chairman be appointed, or if at any meeting the Chairman be not present within five minutes after the time appointed for holding the same, the Directors present shall choose some one of their number to be Chairman of such meeting.

102. The Directors may delegate any of their powers to committees consisting of such member or members of their body as

they think fit. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors.

103. A committee may elect a Chairman of its meetings. If no such Chairman is elected, or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the same, the Members present may choose one of their number to be Chairman of the meeting.

104. A committee may elect and adjourn as its members think proper. Questions arising at any meeting shall be determined by a majority of votes of the members present.

105. All acts *bona fide* done by any meeting of Directors, or of 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.

106. The Directors 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 Directors and committees and of the attendances thereat, and all business transacted at such meetings, and any such minute of any meeting, if purporting to be signed by the Chairman of such meeting, or by the Chairman of the next succeeding meeting, shall be conclusive evidence without any further proof of the facts therein stated.

107. A resolution in writing signed by all the Directors shall be as effective for all purposes as a resolution passed at a meeting of the Directors duly convened, held and constituted.

THE SEAL.

108. The seal shall not be affixed to any instrument except by the authority of a resolution of the Board of Directors, and in the presence of at least two Directors and of the Secretary and such Directors and the Secretary shall sign every instrument to which the seal shall be affixed in their presence, 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. The Company may exercise the powers of Section

79 of the Companies (Consolidation) Act, 1908, and such powers are accordingly hereby vested in the Directors.

DIVIDENDS AND RESERVE FUND.

109. 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 it shall from time to time be determined to distribute by way of dividend shall be applied in payment of dividends upon the shares of the Company in proportion to the amounts paid up or credited as paid up thereon respectively.

110. The Directors may, with the sanction of a General Meeting, from time to time declare dividends, but no such dividend shall be payable except out of the profits of the Company provided that the Directors may, if they think fit, from time to time pay to the Members such interim dividends as appear to them to be justified by the position of the Company. No higher dividend shall be paid than is recommended by the Directors, and the declaration of the Directors as to the amount of the net profits shall be conclusive.

111. The Directors may, before recommending any dividend, set aside out of the profits of the Company such sums as they think proper as a reserve fund or reserve funds 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 or maintaining any works connected with the business 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 the payment of special dividends or bonuses, on such terms and in such manner as the Company in General Meeting shall from time to time determine, and pending such application the Directors may employ 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 they may select. The Directors may also from time to time carry forward such sums as may be deemed expedient in the interests of the Company.

112. Every dividend warrant may be sent by post to the last registered address of the Member entitled thereto, and the receipt of the person whose name at the date of the declaration of the dividend appears on the Register of Members as the owner of any share, or, in the case of joint holders, of any one of such joint holders, shall be

a good discharge to the Company for all payments made in respect of such share. No unpaid dividend or interest shall bear interest as against the Company.

CAPITALISATION OF PROFITS.

113. Profits of the Company may be capitalised from time to time if and when thought fit, and the following provisions shall have effect with regard to such capitalisations, namely:—

- (i) The Company in General Meeting may at any time and from time to time upon the recommendation of the Directors pass a resolution to the effect that it is desirable to capitalise any sum of undivided profits of the Company for the time being (including profits carried and standing to any reserve or reserves or other special accounts) and accordingly that the Directors be authorised and directed to appropriate and apply such sum of profits in paying up in full unissued shares of the Company of a nominal amount equal thereto and to allot and distribute such shares credited as fully paid up and by way of capitalization of profits to and amongst the holders of all the issued Ordinary Shares in the Company's capital for the time being in proportion to the number of such issued Ordinary Shares held by them respectively.
- (ii) Whenever and as often as such a resolution as aforesaid shall have been passed the Directors may and shall appropriate and apply the sum of undivided profits resolved to be capitalized thereby in paying up in full unissued shares of the Company of a nominal amount equal thereto and shall allot and issue such shares credited as fully paid up and by way of capitalization of profits to and amongst the holders of the issued Ordinary Shares in the proportion aforesaid, with full power to the Directors to make such provisions by the issue of fractional certificates or by payment in cash or otherwise as they think fit for the case of shares becoming distributable in fractions and prior to such allotment the Directors may authorise any person to enter on behalf of all the holders of the issued Ordinary Shares into an agreement with the Company providing for the allotment to them respectively of such shares

credited as fully paid up by way of capitalization of profits as aforesaid and any agreement made under such authority shall be effective and binding on all the Ordinary Shareholders.

ACCOUNTS.

114. The Directors shall cause true accounts to be kept:—

- (a) Of the assets and liabilities of the Company and
- (b) Of all sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place.

The books of account shall be kept at the office, or at such other place as the Directors shall think fit, and always be open to the inspection of the Directors.

115. The Directors 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 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 authorized by the Directors, or by a resolution of the Company in General Meeting.

116. Once at least in every year the Directors shall lay before the Company in General Meeting a profit and loss account for the period since the preceding account, or (in the case of the first account) since the incorporation of the Company made up to a date not more than six months before such meeting. A balance sheet shall be made out in every year and laid before the Company in General Meeting, made up to a date not more than six months before such meeting. The balance sheet shall have attached thereto the Auditors report, and shall be accompanied by a report of the Directors as to the state of the Company's affairs, and the amount which they recommend to be paid by way of dividend, and the amount (if any) which they propose to carry to any reserve fund. The Auditors' report shall be read before the Company in General Meeting as required by Section 113 of the Companies (Consolidation) Act 1908.

AUDIT.

117. Once at least in every year the accounts of the Company shall be examined, and the correctness of the statement and balance sheet ascertained by one or more Auditor or Auditors, and the provisions of Sections 112 and 113 of the Companies (Consolidation) Act 1908, in regard to audit and Auditors shall be observed.

NOTICES.

118. A notice or any 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 of Members.

119. 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 of Members, and any notice so given shall be sufficient notice to the holders of such share.

120. Any Member described in the Register of Members 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 served upon him at such address any notice to which he would be entitled under these Articles, but, save as aforesaid, no Member other than a Member described in the Register of Members by an address within the United Kingdom shall be entitled to receive any notice from the Company.

121. A notice may be given by the Company to the persons entitled to any share in consequence of the death or bankruptcy of a Member by sending it through the post in a prepaid letter addressed to them by name or by the title of representatives or trustees of such deceased or bankrupt Member, at the address (if any) in the United Kingdom supplied for the purpose by such persons as aforesaid, or (until such an address has been supplied) by giving the notice in the manner in which the same would have been given if the death or bankruptcy had not occurred.

122. Any notice or other document, if served or sent by post, shall be deemed to have been served or delivered at the time when the letter containing the same is put into the post, and in proving such service or sending it shall be sufficient to prove that the letter

containing the notice or document was properly addressed and put into the post office as a prepaid letter.

123. Where a given number of days' notice, or notice extending over any other period is required to be given, the day of service shall be counted in such number of days or other period.

INDEMNITY.

124. The Directors, Auditors, Secretary and other officers for the time being of the Company, and any trustees for the time being acting in relation to any of the affairs of the Company, and their heirs executors and administrators respectively, shall be indemnified out of the assets of the Company from and against all actions, proceedings, costs, charges, losses, damages and expenses which they or any of them shall or may incur or sustain by reason of any act done or omitted in or about the execution of their duty in their respective offices or trusts, except such (if any) as they shall incur or sustain by or through their own wilful neglect or default respectively, and no such officer or trustee shall be answerable for the acts, receipts, neglects or defaults of any other officer or trustee or for joining in any receipt for the sake of conformity, or for the solvency or honesty of any bankers or other persons with whom any moneys or effects belonging to the Company may be lodged or deposited for safe custody, or for any insufficiency or deficiency of any security upon which any moneys of the Company shall be invested, or for any other loss or damage due to any such cause as aforesaid, or which may happen in or about the execution of his office or trust unless the same shall happen through the wilful neglect or default of such officer or trustee.

WINDING UP.

125. If the Company shall be wound up, the surplus assets shall (subject to any rights attached to any special class of shares forming part of the capital for the time being of the Company) be distributed among the Members in proportion to the capital paid up or credited as paid up on the shares held by them respectively at the commencement of the winding up.

126. If the Company shall be wound up, the Liquidators 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 192 of the Companies (Consolidation) Act, 1908.

No. 185691



THE COMPANIES ACTS 1948 TO 1976

SPECIAL RESOLUTION

of

LAMP CAPS LIMITED

Passed the 2nd June, 1978

At an EXTRAORDINARY GENERAL MEETING of the Shareholders of the above named Company, duly convened, and held at 68 East Lane, Wembley, Middlesex, on the 2nd day of June, 1978, the following RESOLUTION was duly passed as a SPECIAL RESOLUTION:-

RESOLUTION

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

1) By deleting Articles 84, 85 and 86 and replacing them by the following new provisions:

"84. Unless and until otherwise determined by the Company in General Meeting, the Directors shall be not more than ten nor less than two in number.

85. So long as Mazda Lamp Company Limited (hereinafter called Mazda) holds not less than one third of the issued capital of the Company, Mazda shall have the right to appoint two Directors of the Company with power to remove and replace any of their appointees at any time. Any appointment or removal of Directors shall be made in writing served on the Company.

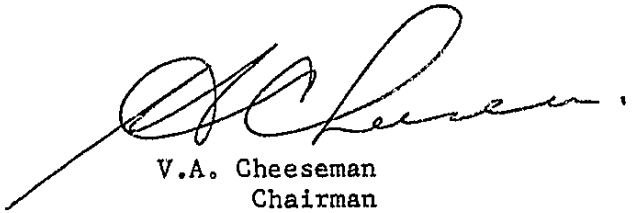
86. So long as The General Electric Company Limited (hereinafter called The Electric) holds not less than one third of the issued capital of the Company, The Electric shall have the right to appoint two Directors of the Company, with power to remove and replace any of their appointees at any time. Any appointment or removal of Directors shall be made in writing served on the Company."

2) By deleting the letters "A.E.I." wherever they appear in the Articles of Association and replacing them by the word "Mazda".



3) By inserting a new Article numbered 88A as follows:

"88A. Mazda and The Electric may at any time by agreement between them so long as each holds not less than one third of the issued capital of the Company appoint additional Directors provided that the total number of Directors shall not exceed the prescribed maximum for the time being. Any such appointment shall be by notice in writing signed on behalf of Mazda and The Electric and served on the Company. Any Director so appointed shall continue to hold office until removed by Mazda or The Electric by notice in writing served on the Company."



V.A. Cheeseman
Chairman

COMPANY LIMITED BY SHARES.

Memorandum of Association
— OF —
LAMP CAPS LIMITED.

Some objects

1. The name of the Company is "LAMP CAPS 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 business as manufacturers and sellers of and dealers in caps for electric lamps and other articles, instruments, apparatus and things used for or in connection with electric lamps, and to construct, maintain, carry out, work, sell, let on hire and deal in works, plant, machinery, conveniences and things of all kinds capable of being used in connection with electricity of any kind, including cables, wires, lines, stations, exchanges, accumulators, lamps, meters, and engines.
 - (b) To carry on the business of electrical and general engineers and manufacturers of electric works or apparatus of any and every description, and any other trade or business whatsoever whether manufacturing or otherwise which can in the opinion of the Company be advantageously or conveniently carried on by the Company by way of extension of or in connection with



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its general business, or is calculated directly or indirectly to develop any branch of the Company's business or to increase the value of or turn to account any of the Company's assets, property or rights.

- (c) To acquire and take over the whole or any part of the business, property and liabilities of any person or persons, firm or corporation, carrying on any business which this Company is authorised to carry on, or possessed of any property or rights suitable for the purposes of this Company.
- (d) To purchase, take on lease or in exchange, or otherwise acquire, any real or personal property, concessions, grants, decrees, patents, licences, secret processes, rights or privileges which the Company may think necessary or convenient for the purposes of its business, and to purchase, take on lease or otherwise acquire, construct, maintain and alter any factories, buildings or works necessary or convenient for the purposes of the Company.
- (e) To borrow or raise or secure the payment of money by mortgage, or by the issue of debentures or debenture stock, perpetual or otherwise, or in such other manner as the Company shall think fit, and for the purposes aforesaid to charge all or any of the Company's property or assets, present and future including its uncalled capital, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.
- (f) To draw, make, accept, indorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (g) To grant pensions, allowances, gratuities and bonuses to employees or ex-employees of the Company or its predecessors in business or the dependents of such persons, and to support or subscribe to any charitable or other institutions, clubs, societies or funds.
- (h) To lend money on any terms that may be thought fit and particularly to customers or other persons having dealings with the Company.

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- (i) To invest any moneys of the Company not required for the purposes of its business in such investments or securities as may be thought expedient.
- (j) To enter into any partnership or arrangement in the nature of a partnership with any person or persons or corporation engaged or interested or about to become engaged or interested in the carrying on or conduct of any business or enterprise which this Company is authorised to carry on or conduct or from which this Company would or might derive any benefit, whether direct or indirect.
- (k) To apply for and take up or acquire by way of exchange or otherwise and hold or sell and dispose of the shares or securities of any other company carrying on or about to carry on any business in which this Company is or may be interested and to amalgamate with any other such company or companies.
- (l) To sell or dispose of the undertaking of the Company or any part thereof in such manner and for such consideration as the Company may think fit, and in particular for shares (fully or partly paid up), debentures, debenture stock or securities of any other company, whether promoted by this Company for the purpose or not and to improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company.
- (m) To distribute any of the Company's property among the Members in specie.
- (n) To procure the Company to be registered or recognised in any foreign country or place.
- (o) To do all or any of the above things in any part of the world, and either as principals, agents, trustees or otherwise, and either alone or in conjunction with others, and by or through agents, sub-contractors, trustees or otherwise.
- (p) To do all such other things as are incidental or the Company may think conducive to the attainment of the above objects or any of them.

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4. The liability of the Members is limited.

5. The share capital of the Company is £300,000, divided into 300,000 shares of £1 each. The shares in the original or any increased capital may be divided into several classes, and there may be attached thereto respectively any preferential, deferred or other special rights, privileges, conditions or restrictions.

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THE COMPANIES ACTS, 1908 TO 1917.

COMPANY LIMITED BY SHARES.

Articles of Association

— OF —

LAMP CAPS LIMITED.

*Still
Made*

TABLE "A" EXCLUDED.

1. The regulations in Table "A" in the First Schedule to the Companies (Consolidation) Act, 1908, shall not apply to the Company except so far as the same are repeated or contained in these Articles.

INTERPRETATION.

2. In these Articles the words standing in the first column of the table next hereinafter contained 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 Statutes ...	The Companies Acts, 1908 to 1917, and every other Act for the time being in force concerning joint stock companies and affecting the Company.
These Articles ...	These Articles of Association as originally framed or as altered from time to time by special resolution.

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Words.	Meanings.
The Directors ...	The Directors for the time being of the Company.
The Office ...	The registered office for the time being of the Company.
The Seal ...	The Common Seal of the Company.
Month ...	Calendar month.

Writing shall include printing and lithography and any other mode or modes of representing or reproducing words in a visible form.

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; and

Words importing persons shall include corporations.

3. Subject as aforesaid, any words or expressions defined in the Statutes shall, except where the subject or context forbids, bear the same meanings in these Articles.

SHARES.

4. The initial capital of the Company is divided into 50,000 shares of £1 each.

5. The shares taken by the subscribers to the Memorandum of Association shall be duly issued by the Directors. Subject as aforesaid, the shares shall be under the control of the Directors, who may allot and issue the same (subject always to Articles 6 and 52 hereof) to such persons on such terms and conditions and at such times as the Directors think fit.

6. The Company is a Private Company, and accordingly:—(a) no invitation shall be issued to the public to subscribe for any shares or debentures or debenture stock of the Company, (b) the number of the Members of the Company (exclusive of persons who are in the employment of the Company, and of persons who having been formerly in the employment of the Company were while in such employment and have continued after the determination of such

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employment to be Members of the Company) shall be limited to fifty, provided that, for the purposes of this provision, where two or more persons hold one or more shares in the Company jointly they shall be treated as a single Member; and (c) the right to transfer the shares of the Company shall be restricted in manner hereinafter appearing. If the Company shall at any time be turned into a Public Company the minimum subscription shall for the purposes of any allotment of shares to which Section 85 of the Companies (Consolidation) Act 1908 applies be seven shares.

7. The Company may pay to any person a commission in consideration of his 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, provided that such commission shall not exceed thirty per cent. of the nominal amount of such shares or an amount equivalent to such percentage and the requirements of Sections 26, 89 and 90 of the Companies (Consolidation) Act 1908 shall be observed.

8. Where any shares are issued for the purpose of raising money to defray the expenses of the construction of any works or buildings or the provisions of any plant which cannot be made profitable for a lengthened period the Company may pay interest 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 mentioned in Section 91 of the Companies (Consolidation) Act 1908 and may charge the same to capital as part of the cost of the construction of the works, buildings or plant.

9. 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 or other moneys payable in respect of such share.

10. 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 any right whatsoever in respect of any share other than an absolute right to the entirety thereof in the registered holder, except as by these Articles otherwise expressly provided or as by Statute required or pursuant to any order of Court.

11. Every Member shall be entitled, without payment, to receive within two months after allotment or registration of transfer (unless the conditions of issue provide for a longer interval) one

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certificate under the seal for all the shares registered in his name specifying the number and describing numbers 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, and delivery of such certificate to any one of them shall be sufficient delivery to all. Every certificate shall be signed by one Director and countersigned by the Secretary or some other person nominated by the Directors for the purpose.

12. If any share certificate shall be defaced, worn out, destroyed or lost, it may be renewed on such evidence being produced, and such indemnity (if any) being given as the Directors shall require, and (in case of defacement or wearing out) on delivery up of the old certificate, and in any case on payment of such sum not exceeding One Shilling as the Directors may from time to time require.

LIEN.

13. The Company shall have a first and paramount lien upon all shares (whether fully paid or not) registered in the name of any Member, either alone or jointly with any other person, for his debts, liabilities and engagements, whether solely or jointly with any other person to or with the Company whether the period for the payment, fulfilment or discharge thereof shall have actually arrived or not, and such lien shall extend to all dividends from time to time declared in respect of such shares. But the Directors may at any time declare any share to be exempt, wholly or partially, from the provisions of this Article.

14. The Directors may sell the shares subject to any such lien at such time or times and in such manner as they think 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 or the liability or engagement in respect of which such lien exists is liable to be presently fulfilled or discharged, and until a demand and notice in writing stating the amount due or specifying the liability or engagement and demanding payment or fulfilment or discharge thereof and giving notice of intention to sell in default shall have been served on such Member or the persons (if any) entitled by transmission to the shares, and default in payment, fulfilment or discharge shall have been made by him or them for seven days after such notice.

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15. The net proceeds of any such sale shall be applied in or towards satisfaction of the amount due to the Company, or of the liability or engagement, as the case may be, and the balance (if any) shall be paid to the Member or the person (if any) entitled by transmission to the shares so sold.

16. 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 application of the purchase-money nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

17. No Member shall be entitled to receive any dividend or to exercise any 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 (if any).

CALLS ON SHARES.

18. The Directors may, subject to the provisions of these Articles, from time to time make such calls upon the Members in respect of all moneys unpaid on their shares as they think fit, provided that fourteen 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, by the instalments (if any) and at the times and places appointed by the Directors.

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

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

21. If before or on the day appointed for payment thereof a call or instalment payable in respect of a share is not paid, the holder or allottee of the share shall pay interest on the amount of the call or instalment at such rate not exceeding ten per cent. per annum as the Directors shall fix from the day appointed for payment thereof to the time of actual payment, but the Directors may waive payment of such interest wholly or in part.

22. Any sum which by the terms of allotment of a share is made payable upon allotment or at any fixed date, whether on

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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 the relevant provisions of these Articles, shall apply as if such sum were a call duly made and notified as hereby provided.

23. The Directors may, from time to time, make arrangements on 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.

24. 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 sums 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 Directors may pay or allow such interest as may be agreed between them and such Member, in addition to the dividend payable upon such part of the share in respect of which such advance has been made as is actually called up.

TRANSFER OF SHARES.

25. Subject to the restrictions of these Articles, shares shall be transferable, but every transfer must be in writing in the usual common form, or in such other form as the Directors shall from time to time approve, and must be left at the office, 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.

26. Save as hereby otherwise provided, no share shall be transferred to any person who is not a Member of the Company so long as any Member is willing to purchase the same at the fair value, which shall be determined as hereinafter provided.

27. In order to ascertain whether any Member is willing to purchase a share at the fair value, the person, whether a Member of the Company or not, proposing to transfer the same (hereinafter called "the retiring Member") shall give a notice in writing (hereinafter described as a "sale notice") to the Company that he desires

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to sell the same. Every sale notice shall specify the denoting numbers of the shares which the retiring Member desires to sell, and shall constitute the Company the agent of the retiring Member for the sale of such shares to any Member of the Company at the fair value. No sale notice shall be withdrawn except with the sanction of the Directors.

28. If the Company shall within twenty-eight days after service of a sale notice find a Member willing to purchase any share comprised therein (hereinafter described as a "purchasing Member") and shall give notice thereof to the retiring Member, the retiring Member shall be bound upon payment of the fair value to transfer the share to such purchasing Member, who shall be bound to complete the purchase within seven days from the service of such last-mentioned notice. The Directors shall with a view to finding a purchasing Member offer any shares comprised in a sale notice to the persons then holding the remaining shares in the Company as nearly as may be in proportion to their holdings of shares in the Company, and shall limit a time within which such offer if not accepted will be deemed to be declined; and the Directors shall make such arrangements as regards the finding of a purchasing Member for any shares not accepted by a Member to whom they shall have been so offered as aforesaid within the time so limited as they shall think just and reasonable.

29. If any dispute or question shall arise between the retiring Member and the purchasing Member as to what is the fair value of a share, the matter shall be referred to a Chartered Accountant to be agreed between them and in default of agreement to be nominated by the President for the time being of the Institute of Chartered Accountants, whose fees shall be paid by the retiring Member.

30. In the event of the retiring Member failing to carry out the sale of any shares which he shall have become bound to transfer as aforesaid, the Directors may give a good receipt for the purchase price of such shares, and may register the purchasing Member as holder thereof and issue to him a certificate for the same, and thereupon the purchasing Member shall become indefeasibly entitled thereto. The retiring Member shall in such case be bound to deliver up his certificate for the said shares, and on such delivery shall be entitled to receive the said purchase price, without interest, and if such certificate shall comprise any shares which he has not become bound to transfer as aforesaid the Company shall issue to him a balance certificate for such shares.

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31. If the Directors shall not, within the space of twenty-eight days after service of a sale notice, find a purchasing Member for all or any of the shares comprised therein and give notice in manner aforesaid, or if, through no default of the retiring Member, the purchase of any shares in respect of which such last-mentioned notice shall be given shall not be completed within twenty-one days from the service of such notice, the retiring Member shall at any time within six months thereafter be at liberty, subject to Article 34 hereof, to sell and transfer the shares comprised in his sale notice (or such of them as shall not have been sold to a purchasing Member) to any person and at any price.

32. 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 of Members in respect thereof.

33. The Company shall provide a book to be called the "Register of Transfers" which shall be kept by the Secretary under the control of the Directors, and in which shall be entered the particulars of every transfer or transmission of every share.

34. The Directors may, in their discretion, refuse to register the transfer of any share to any person whom it shall in their opinion be undesirable in the interests of the Company to admit to membership. The Directors may refuse to register any transfer of shares on which the Company has a lien.

35. Such fee, not exceeding Two Shillings and Six Pence for each transfer, as the Directors may from time to time determine, may be charged for registration of a transfer.

36. The register of transfers shall be closed during the fourteen 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 it shall not be closed for more than thirty days in any year.

TRANSMISSION OF SHARES.

37. In the case of the death of a Member, the survivors or survivor, where the deceased was a joint holder, and the executors or administrators of the deceased where he was a sole or only surviving holder, shall be the only persons recognised by the

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Company as having any title to his shares, but nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any share jointly held by him.

38. Any person becoming entitled to a share in consequence of the death or bankruptcy of any Member may, upon producing such evidence of title as the Directors shall require, with the consent of the Directors, which they shall be entitled to withhold without assigning any reason therefor, be registered himself as holder of the share, or, subject to the provisions as to transfers herein contained, transfer the same to some other person.

39. A person entitled to a share by transmission shall be entitled to receive, and may 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 have become a Member in respect of the share.

FORFEITURE OF SHARES.

40. If any Member 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 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 or on the person entitled to the share by transmission requiring him to pay such call or instalment, or such part thereof as remains unpaid, together with interest at such rate not exceeding ten per cent. per annum as the Directors shall determine, and any expenses that may have accrued by reason of such non-payment.

41. The notice shall name a further day (not earlier than the expiration of 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 was made will be liable to be forfeited.

42. If the requisitions of any such notice as aforesaid are not complied with, any share in respect of which such notice has been

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given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect.

43. A forfeiture of shares shall include all dividends in respect of the shares not actually paid before the forfeiture notwithstanding that they shall have been declared.

44. When any share has been forfeited in accordance with these Articles, notice of the forfeiture shall forthwith be given to the holder of the share or to 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 of Members 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.

45. Notwithstanding any such forfeiture as aforesaid, the Directors 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 upon and expenses incurred in respect of the share and upon such further terms (if any) as they shall see fit.

46. Every share which shall be forfeited shall thereupon become the property of the Company, and may be either cancelled or 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.

47. A Shareholder 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 share at the time of forfeiture without any deduction or allowance for the value of the shares at the time of forfeiture.

48. 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 Shareholder whose share is forfeited and the Company, except only such of those rights

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and liabilities as are by these Articles expressly saved, or as are by the Statutes given or imposed in the case of past Members.

49. 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 Articles, and stating the date upon which 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 the receipt of the Company for the consideration (if any) given for the share on the sale or disposition thereof, and a certificate of proprietorship of the share under the seal delivered to the person to whom the same is sold or disposed of, shall constitute a good title to the share, and such person shall be registered as the holder of the share and shall be discharged from all calls made prior to such sale or disposition, and shall not be bound to see to the application of the purchase money (if any) nor shall his title to the share be affected by any act omission or irregularity relating to or connected with the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the share.

ALTERATIONS OF CAPITAL.

50. The Company may so far alter the conditions of its Memorandum of Association as by ordinary resolution:—

- (a) To consolidate and divide its share capital into shares of larger amount than its existing shares; or
- (b) To cancel any shares not taken or agreed to be taken by any person.

and by special resolution:—

- (c) To divide its share capital or any part thereof into shares of smaller amount than is fixed by its Memorandum of Association by sub-division of its existing shares or any of them, subject nevertheless to the provisions of the Statutes, and so that as between the resulting shares, one or more of such shares may by the resolution by which such sub-division is affected be given any preference or advantage as regards dividend, capital, voting or otherwise over the others, or any other of such shares; or
- (d) To reduce its capital in any manner authorised and subject to any conditions prescribed by the Statutes.

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INCREASE OF CAPITAL.

51. The Company may from time to time whether all the shares for the time being authorized shall have been issued or all the shares for the time being issued shall have been fully called up or not by extraordinary resolution increase its share capital by the creation and issue of new shares, such new capital to be of such amount and to be divided into shares of such respective amounts and to carry such rights or deferred rights or to be subject to such conditions or restrictions in regard to dividend, return of capital, voting or otherwise as the Company by the resolution authorizing such increase directs.

52. Unless otherwise determined by the Directors, or by the resolution authorizing an increase of capital, any original shares for the time being unissued, and any new shares from time to time to be created, shall, before they are issued, be offered to the Members in proportion, as nearly as may be, to the number of shares held by them. Such offer shall be made by notice specifying the number of shares offered, and limiting a time within which the offer, if not accepted will be deemed to be declined, and after the expiration of such time or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered, the Directors may, subject to these Articles, dispose of the same in such manner as they think most beneficial to the Company. The Directors may in like manner dispose of any such new or original shares as aforesaid, which by reason of the proportion borne by them to the number of persons entitled to such offer as aforesaid or by reason of any other difficulty in apportioning the same, cannot in the opinion of the Directors be conveniently offered in manner hereinbefore provided.

53. Except so far as otherwise provided by the conditions of issue, any capital raised by the creation of new shares shall be considered as part of the original ordinary share capital of the Company and shall be subject to the same provisions with reference to the payment of calls, lien, transfer, transmission, forfeiture and otherwise as the original share capital.

MODIFICATION OF CLASS RIGHTS.

54. All or any of the rights, privileges or conditions for the time being attached or belonging to any class of shares for the time being forming part of the capital of the Company may from time to time be modified, affected, varied, extended or surrendered in any

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manner with the consent in writing of the holders of not less than three-fourths of the issued shares of that class or with the sanction of an extraordinary resolution passed at a separate General Meeting of the Members of that class.

55. To any such General Meeting all the provisions of these Articles as to General Meetings of the Company shall *mutatis mutandis* apply, but so that the necessary quorum shall be Members of the class holding or representing by proxy one-third of the capital paid or credited as paid on the issued shares of the class.

GENERAL MEETINGS.

56. The Statutory General Meeting shall be held at such time within not less than one month nor more than three months from the incorporation of the Company, and at such place as the Directors may determine. The provisions of Section 65 of the Companies (Consolidation) Act, 1908, in relation to such meeting (so far as they affect the Company) shall be observed by the Directors.

57. Subsequent General Meetings shall be held once in every year, at such time and place as may be determined by the Directors, but so that not more than fifteen months shall be allowed to elapse between any two Annual General Meetings.

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

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

60. The Directors shall call an Extraordinary Meeting whenever a requisition in writing, signed by Members of the Company holding in the aggregate not less than one-tenth in amount of the issued capital of the Company upon which all calls or other sums then due shall have been paid up, and stating fully the objects of the meeting, shall be deposited at the office. Such a requisition may consist of several documents in like form, each signed by one or more requisitionists.

61. If the Directors do not proceed to convene a meeting to be held within twenty-one 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.

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62. If at any such meeting a resolution requiring confirmation at another meeting is passed, the Directors shall forthwith convene a further Extraordinary General 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 such further meeting within seven days from the date of the passing of the first resolution the requisitioners or a majority of them in value may themselves convene the meeting. All meetings convened by requisitionists under this or the preceding Article shall be convened in the same manner as nearly as possible as that in which meetings are to be convened by the Directors.

63. Seven days' notice at the least, 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 such Members as are under the provisions of these Articles entitled to receive notices from the Company. Provided that the accidental omission to give such notice to or the non-receipt of such notice by any such Member shall not invalidate any resolution passed or proceeding had at any such meeting and with the consent of all the Members for the time being entitled to receive notices of meetings, a meeting may be convened upon a shorter notice or without any notice and in such manner as such Members may approve. Proper minutes shall be kept of all General Meetings of the Company.

PROCEEDINGS AT GENERAL MEETINGS.

64. 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 the fixing of the remuneration of the Auditors.

65. 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 on which 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 fourteen intervening days.

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66. Upon receipt of any such notice as in the last preceding Article mentioned, the Secretary shall in any case where the notice of intention is received before the notice of the meeting is issued, include in the notice of the meeting, and shall in any other case issue as quickly as possible to the Members entitled to notice of the meeting notice that such resolution will be proposed.

67. 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 Members personally present, not being less than two, and holding or representing by proxy not less than one tenth part of the issued share capital of the Company.

68. If within half-an-hour 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 the same day in the next week 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, the Members present shall be a quorum.

69. 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 fifteen 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.

70. 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 ten days or more, notice of the adjourned meeting shall be given in the same manner as in the case 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. Except as provided by the Statutes in the case of the Statutory 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.

71. At all General Meetings a resolution put to the vote of the meeting shall be decided on a show of hands, unless before or upon

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the declaration of the result of the show of hands a poll be demanded in writing by the Chairman (being a person entitled to vote) or by at least two Members, or by the holder or holders in person or by proxy of at least one-twentieth part of the issued ordinary share capital of the Company and unless a poll be so demanded a declaration by the Chairman of the meeting that a resolution has been carried or has been 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.

72. 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.

73. No poll shall be demanded on the election of a Chairman of a meeting or on any question of adjournment.

74. 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.

75. Subject and without prejudice to any special privileges or restrictions for the time being affecting any special class of shares for the time being forming part of the capital of the Company, every Member shall have one vote on a show of hands and in case of a poll shall have one vote for every share of which he is the holder.

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

77. 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 of Members.

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78. Save as herein expressly provided, no person other than a Member duly registered and who shall have paid everything for the time being due from him and payable to the Company in respect of his shares, shall be entitled to be present or to vote on any question either personally or by proxy, or as proxy for another Member, or to be reckoned in a quorum, at any General Meeting.

79. Votes may be given either personally or by proxy. On a show of hands a Member present only by proxy shall have no vote, but a proxy for or representative of a corporation may vote on a show of hands. No person shall act as a proxy except for a corporation, who is not entitled to be present and vote in his own right.

80. 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 under its common seal, if any, and, if none, then under the hand of some officer duly authorised in that behalf.

81. An instrument appointing a proxy to vote at a meeting shall be deemed to include the power to demand a poll on behalf of the appointor.

82. The instrument appointing a proxy shall be deposited at the office 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; 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:—

"LAMP CAPS LIMITED."

"I
of
"a Member of LAMP CAPS LIMITED and entitled to
" votes, hereby appoint
"of , another Member of the
"Company, and failing him
"of , another Member of the
"Company, to vote for me and on my behalf at the
"[Statutory, Ordinary, Extraordinary or Adjourned,
"as the case may be] General Meeting of the Company
"to be held on the day of
"and at every adjournment thereof.

"As witness my hand this day of , 19 "

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DIRECTORS

84. Unless and until otherwise determined by the Company in General Meeting, the Directors shall be not more than ten nor less than two in number.

85. So long as Mazda Lamp Company Limited (hereinafter called Mazda) holds not less than one third of the issued capital of the Company, Mazda shall have the right to appoint two Directors of the Company with power to remove and replace any of their appointees at any time. Any appointment or removal of Directors shall be made in writing served on the Company.

86. So long as The General Electric Company Limited (hereinafter called The Electric) holds not less than one third of the issued capital of the Company, The Electric shall have the right to appoint two Directors of the Company, with power to remove and replace any of their appointees at any time. Any appointment or removal of Directors shall be made in writing served on the Company.

87. The Company in General Meeting may at any time determine that the number of Directors be increased and in that event each of them Mazda and The Electric shall be entitled if and so long as it holds one third of the issued share capital of the Company to appoint an additional Director, and all the provisions of the last three preceding Articles shall (so far as applicable) apply to the Directors so appointed and to the appointment of other Directors in their places, in the same manner as is therein provided, with respect to the appointment of the first two Directors and their successors.

88. A Director appointed by or under the provisions of the preceding Articles shall not be liable to vacate office except in the event of his death, resignation or removal by the Company by which he was nominated or on such company ceasing to hold one-third of the issued share capital of the Company. Any such nomination or removal shall be made in writing by the secretary of Mazda or The Electric as the case may be and left at or sent to the registered office of the Company, and such nomination or removal shall take effect immediately on notice thereof being so left or sent as aforesaid.

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88A. Mazda and The Electric may at any time by agreement between them so long as each holds not less than one third of the issued capital of the Company appoint additional Directors provided that the total number of Directors shall not exceed the prescribed maximum for the time being. Any such appointment shall be by notice in writing signed on behalf of Mazda and The Electric and served on the Company. Any Director so appointed shall continue to hold office until removed by Mazda or The Electric by notice in writing served on the Company.

89. The remuneration of the Directors (other than the Managing Director, if any) shall be determined by the Company in General Meeting, and such remuneration shall be divided amongst the Directors (other than as aforesaid) as they shall determine, or, failing agreement, equally. The Directors shall also be entitled to be repaid all travelling and hotel expenses incurred by them respectively in or about the performance of their duties as Directors, including their expenses of travelling to or from Board Meetings.

90. A Director may hold any other office or place of profit under the Company (other than that of Auditor) in conjunction with his office of Director.

MANAGING DIRECTORS

91. The Directors may from time to time appoint any one or more of their body to be Managing Director or Managing Directors, for such period and upon such terms as they think fit, and may vest in such Managing Director or Managing Directors such of the powers hereby vested in the Directors generally as they may think fit, and such powers may be made exercisable for such period or periods, and upon such conditions and subject to such restrictions, and generally upon such terms as to remuneration and otherwise as they may determine. The remuneration of a Managing Director may be by way of salary or commission or participation in profits, or by any or all of those modes.

92. A Managing Director shall not while he continues to hold that office be subject to retirement by rotation and he shall not be taken into account in determining the rotation of retirement of Directors, but he 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 cease to hold the office of Director he shall ipso facto and immediately cease to be a Managing Director.

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POWERS AND DUTIES OF DIRECTORS.

93. The business of the Company shall be managed by the Directors, who may pay all such expenses of and preliminary and incidental to the promotion, formation, establishment and registration of the Company as they think fit, and 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 regulations made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made.

94. The continuing Directors may act at any time notwithstanding any vacancy in their body.

95. All moneys, bills and notes belonging to the Company shall be paid to or deposited with the Company's bankers to an account to be opened in the name of the Company. Cheques on the Company's bankers, until otherwise from time to time resolved upon by the Directors, shall be signed by at least one Director and countersigned by the Secretary. The Company's banking account shall be kept with such banker or bankers as the Directors shall from time to time determine.

96. The Directors shall duly comply with the provisions of the Statutes, and particularly the provisions as to registration and keeping copies of mortgages and charges, keeping of the register of Members, keeping a register of Directors and sending a copy thereof or a notification of any changes therein to the Registrar of Companies and sending to such Registrar an annual list of Members and summary, together with the certificates required by Section 1. sub-section (3), of the Companies Act, 1913, the particulars required by the Companies (Particulars as to Directors) Act, 1917, notices as to increase of capital, returns of allotments and contracts relating thereto, copies of special and extraordinary resolutions and other particulars connected with the above.

97. A Director may contract with and be interested in any contract or arrangement made with the Company and shall not be liable to account for any profit made by him by reason of any such

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contract or arrangement, provided that the precise nature of the interest of the Director in such contract or arrangement be declared to the Board before or at the time the same is entered into or at the first Board Meeting after such interest is acquired. No Director shall vote as a Director in respect of any contract or arrangement in which he shall be interested, but this prohibition shall not apply to any contract or arrangement for giving to a Director security for any advance made or guarantee given by him to or for the benefit of the Company and it may at any time be suspended or relaxed by the Company in General Meeting.

PROCEEDINGS OF DIRECTORS

98. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall not have a second or casting vote.

99. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and unless otherwise so fixed shall be two Directors, of whom one must be a Director nominated by Mazda and the other a Director nominated by The Electric. If at any meeting of Directors there shall not be present an equal number of Directors nominated by Mazda and The Electric respectively, then if the minority Director shall object to any resolution proposed at that meeting, the same shall be deemed not to be carried.

100. A Director may, and on the request of a Director the Secretary shall, at any time summon a meeting of the Directors

101. Mazda and The Electric so long as such Companies are entitled to nominate Directors under Articles 85 and 86 may alternately in each year appoint a Chairman of the Directors who shall preside at meetings of the Directors and such Chairman shall hold office for 12 calendar months from the date of such appointment. The first Chairman shall be appointed by The Electric. If no such Chairman be appointed, or if at any meeting the Chairman be not present within five minutes after the time appointed for holding the same, the Directors present shall choose some one of their number to be Chairman of such meeting.

102. The Directors may delegate any of their powers to committees consisting of such member or members of their body as

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they think fit. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors.

103. A committee may elect a Chairman of its meetings. If no such Chairman is elected, or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the same, the Members present may choose one of their number to be Chairman of the meeting.

104. A committee may elect and adjourn as its members think proper. Questions arising at any meeting shall be determined by a majority of votes of the members present.

105. All acts *bona fide* done by any meeting of Directors, or of 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.

106. The Directors 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 Directors and committees and of the attendances thereat, and all business transacted at such meetings, and any such minute of any meeting, if purporting to be signed by the Chairman of such meeting, or by the Chairman of the next succeeding meeting, shall be conclusive evidence without any further proof of the facts therein stated.

107. A resolution in writing signed by all the Directors shall be as effective for all purposes as a resolution passed at a meeting of the Directors duly convened, held and constituted.

THE SEAL.

108. The seal shall not be affixed to any instrument except by the authority of a resolution of the Board of Directors, and in the presence of at least two Directors and of the Secretary and such Directors and the Secretary shall sign every instrument to which the seal shall be affixed in their presence, 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. The Company may exercise the powers of Section

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79 of the Companies (Consolidation) Act, 1908, and such powers are accordingly hereby vested in the Directors.

DIVIDENDS AND RESERVE FUND.

109. 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 it shall from time to time be determined to distribute by way of dividend shall be applied in payment of dividends upon the shares of the Company in proportion to the amounts paid up or credited as paid up thereon respectively.

110. The Directors may, with the sanction of a General Meeting, from time to time declare dividends, but no such dividend shall be payable except out of the profits of the Company provided that the Directors may, if they think fit, from time to time pay to the Members such interim dividends as appear to them to be justified by the position of the Company. No higher dividend shall be paid than is recommended by the Directors, and the declaration of the Directors as to the amount of the net profits shall be conclusive.

111. The Directors may, before recommending any dividend, set aside out of the profits of the Company such sums as they think proper as a reserve fund or reserve funds 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 or maintaining any works connected with the business 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 the payment of special dividends or bonuses, on such terms and in such manner as the Company in General Meeting shall from time to time determine, and pending such application the Directors may employ 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 they may select. The Directors may also from time to time carry forward such sums as may be deemed expedient in the interests of the Company.

112. Every dividend warrant may be sent by post to the last registered address of the Member entitled thereto, and the receipt of the person whose name at the date of the declaration of the dividend appears on the Register of Members as the owner of any share, or, in the case of joint holders, of any one of such joint holders, shall be

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a good discharge to the Company for all payments made in respect of such share. No unpaid dividend or interest shall bear interest as against the Company.

CAPITALISATION OF PROFITS.

113. Profits of the Company may be capitalised from time to time if and when thought fit, and the following provisions shall have effect with regard to such capitalisations, namely:—

- (i) The Company in General Meeting may at any time and from time to time upon the recommendation of the Directors pass a resolution to the effect that it is desirable to capitalise any sum of undivided profits of the Company for the time being (including profits carried and standing to any reserve or reserves or other special accounts) and accordingly that the Directors be authorised and directed to appropriate and apply such sum of profits in paying up in full unissued shares of the Company of a nominal amount equal thereto and to allot and distribute such shares credited as fully paid up and by way of capitalization of profits to and amongst the holders of all the issued Ordinary Shares in the Company's capital for the time being in proportion to the number of such issued Ordinary Shares held by them respectively.
- (ii) Whenever and as often as such a resolution as aforesaid shall have been passed the Directors may and shall appropriate and apply the sum of undivided profits resolved to be capitalized thereby in paying up in full unissued shares of the Company of a nominal amount equal thereto and shall allot and issue such shares credited as fully paid up and by way of capitalization of profits to and amongst the holders of the issued Ordinary Shares in the proportion aforesaid, with full power to the Directors to make such provisions by the issue of fractional certificates or by payment in cash or otherwise as they think fit for the case of shares becoming distributable in fractions and prior to such allotment the Directors may authorise any person to enter on behalf of all the holders of the issued Ordinary Shares into an agreement with the Company providing for the allotment to them respectively of such shares

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credited as fully paid up by way of capitalization of profits as aforesaid and any agreement made under such authority shall be effective and binding on all the Ordinary Shareholders.

ACCOUNTS.

114. The Directors shall cause true accounts to be kept:—

- (a) Of the assets and liabilities of the Company and
- (b) Of all sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place.

The books of account shall be kept at the office, or at such other place as the Directors shall think fit, and always be open to the inspection of the Directors.

115. The Directors 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 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 authorized by the Directors, or by a resolution of the Company in General Meeting.

116. Once at least in every year the Directors shall lay before the Company in General Meeting a profit and loss account for the period since the preceding account, or (in the case of the first account) since the incorporation of the Company made up to a date not more than six months before such meeting. A balance sheet shall be made out in every year and laid before the Company in General Meeting, made up to a date not more than six months before such meeting. The balance sheet shall have attached thereto the Auditors report, and shall be accompanied by a report of the Directors as to the state of the Company's affairs, and the amount which they recommend to be paid by way of dividend, and the amount (if any) which they propose to carry to any reserve fund. The Auditors' report shall be read before the Company in General Meeting as required by Section 113 of the Companies (Consolidation) Act 1908.

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AUDIT.

117. Once at least in every year the accounts of the Company shall be examined, and the correctness of the statement and balance sheet ascertained by one or more Auditor or Auditors, and the provisions of Sections 112 and 113 of the Companies (Consolidation) Act 1908, in regard to audit and Auditors shall be observed.

NOTICES.

118. A notice or any 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 of Members.

119. 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 of Members, and any notice so given shall be sufficient notice to the holders of such share.

120. Any Member described in the Register of Members 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 served upon him at such address any notice to which he would be entitled under these Articles, but, save as aforesaid, no Member other than a Member described in the Register of Members by an address within the United Kingdom shall be entitled to receive any notice from the Company.

121. A notice may be given by the Company to the persons entitled to any share in consequence of the death or bankruptcy of a Member by sending it through the post in a prepaid letter addressed to them by name or by the title of representatives or trustees of such deceased or bankrupt Member, at the address (if any) in the United Kingdom supplied for the purpose by such persons as aforesaid, or (until such an address has been supplied) by giving the notice in the manner in which the same would have been given if the death or bankruptcy had not occurred.

122. Any notice or other document, if served or sent by post, shall be deemed to have been served or delivered at the time when the letter containing the same is put into the post, and in proving such service or sending it shall be sufficient to prove that the letter

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containing the notice or document was properly addressed and put into the post office as a prepaid letter.

123. Where a given number of days' notice, or notice extending over any other period is required to be given, the day of service shall be counted in such number of days or other period.

INDEMNITY.

124. The Directors, Auditors, Secretary and other officers for the time being of the Company, and any trustees for the time being acting in relation to any of the affairs of the Company, and their heirs executors and administrators respectively, shall be indemnified out of the assets of the Company from and against all actions, proceedings, costs, charges, losses, damages and expenses which they or any of them shall or may incur or sustain by reason of any act done or omitted in or about the execution of their duty in their respective offices or trusts, except such (if any) as they shall incur or sustain by or through their own wilful neglect or default respectively, and no such officer or trustee shall be answerable for the acts, receipts, neglects or defaults of any other officer or trustee or for joining in any receipt for the sake of conformity, or for the solvency or honesty of any bankers or other persons with whom any moneys or effects belonging to the Company may be lodged or deposited for safe custody, or for any insufficiency or deficiency of any security upon which any moneys of the Company shall be invested, or for any other loss or damage due to any such cause as aforesaid, or which may happen in or about the execution of his office or trust unless the same shall happen through the wilful neglect or default of such officer or trustee.

WINDING UP.

125. If the Company shall be wound up, the surplus assets shall (subject to any rights attached to any special class of shares forming part of the capital for the time being of the Company) be distributed among the Members in proportion to the capital paid up or credited as paid up on the shares held by them respectively at the commencement of the winding up.

126. If the Company shall be wound up, the Liquidators 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

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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 192 of the Companies (Consolidation) Act, 1908.

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THE COMPANIES ACTS 1948 TO 1981

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

OF

LAMP CAPS LIMITED

Passed 26th day of September 1984

At an ANNUAL GENERAL MEETING of the Shareholders of the above named Company, duly convened, and held at THORN EMI Lighting Limited, Melton Road, Leicester, on the 26th day of September, 1984, the following RESOLUTION was duly passed as a SPECIAL RESOLUTION:-

RESOLUTION

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

- 1) By omitting in Article 85 the words Mazda Lamp Company Limited (hereinafter called Mazda) and substituting therefore the words THORN EMI Lighting Limited (hereinafter called TEL).
- 2) By omitting in Articles 85, 87, 88, 88A, 99 and 101 the abbreviation "Mazda" and substituting therefore the abbreviation "TEL" wherever the same appears.

N. WILKINSON
Secretary



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THE COMPANIES ACTS 1985
COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

OF

LAMP CAPS LIMITED

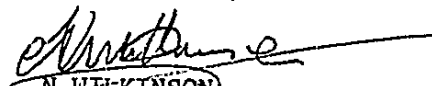
Passed 30th day of March, 1987.

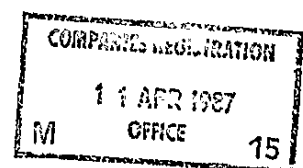
At an EXTRAORDINARY GENERAL MEETING of the Shareholders of the above named Company, duly convened, and held at THORN Lighting Limited, Melton Road, Leicester, on the 30th day of March, 1987, the following RESOLUTION was duly passed as a SPECIAL RESOLUTION:-

RESOLUTION

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

- 1) By omitting in Article 85 the following words viz. "THORN EMI Lighting Limited" (hereinafter called "TEL") and substituting therefor the words "THORN Lighting Limited" (hereinafter called "THORN").
- 2) By omitting in Article 86 the following words, viz. "The General Electric Company Limited" (hereinafter called "The Electric") and substituting therefor the words "OSRAM-GEC Limited" (hereinafter called "OSRAM").
- 3) By omitting in Article 85, 86, 87, 88, 88A, 99 and 101 the abbreviations "TEL" and "THE ELECTRIC" and substituting therefor the abbreviations "THORN" and "OSRAM" wherever the same appears.


N. WILKINSON
Secretary



THE COMPANIES ACTS 1985
COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

OF

LAMP CAPS LIMITED

Passed 26th day of February 1990

At an EXTRAORDINARY GENERAL MEETING of the Shareholders of the above named Company, duly convened, and held at OSRAM Limited, East Lane, Wembley, Middlesex, on the 26th day of February 1990, the following RESOLUTION was duly passed as a SPECIAL RESOLUTION:-

RESOLUTION

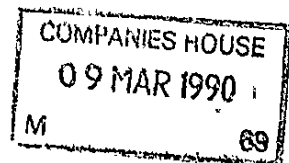
The following SPECIAL RESOLUTION was carried unanimously:

"THAT the Articles of Association of the Company be altered as follows:

By omitting in Article 86 the following words, viz 'OSRAM-GEC LIMITED' and substituting therefor the words 'OSRAM LIMITED'."


N. WILKINSON
Secretary

nwlc-sr



THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

of

LAMP CAPS LIMITED

Passed on 1 September 1993

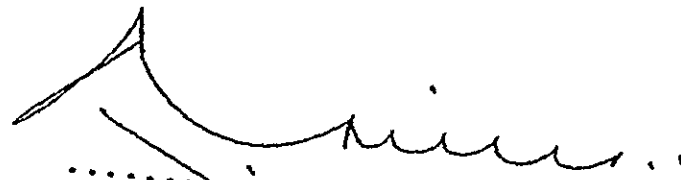
At an Extraordinary General Meeting of the Company duly convened and held at Harworth, Doncaster, South Yorkshire

on 1 September 1993 the following resolution was duly passed as a Special Resolution:

SPECIAL RESOLUTION

THAT Article 85 of the Articles of Association of the Company be altered in the following manner:

By substituting the words "'THORN (MPR) Limited" (hereinafter called "THORN")" for "'THORN Lighting Limited" (hereinafter called "THORN")".


.....
Chairman



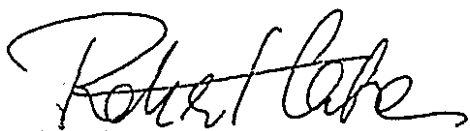
185691

LAMP CAPS LIMITED

WRITTEN RESOLUTION

IT IS BY SPECIAL RESOLUTION resolved that the articles of association of the company be altered with immediate effect as follows:-

By deleting the words after "two directors," in article 99.



R CABAN

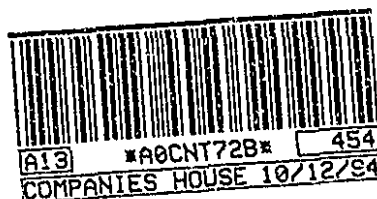


G M SMITH

23.11.1994

DATE

ref: 2763



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THE COMPANIES ACTS, 1908 TO 1917.

COMPANY LIMITED BY SHARES.

LAMP CAPS LIMITED.

Memorandum
— AND —
Articles of Association.

Incorporated the 13th day of November, 1922.

Incorporating all amendments up to 1 September 1993



WILD, COLLINS & CROSSE,
Kennan's House,
Crown Court,
Cheapside, E.C.2.

No. 185691.



CERTIFICATE OF INCORPORATION.

I hereby certify that LAMP CAPS LIMITED is this day Incorporated under the Companies Acts, 1908 to 1917, and that the Company is LIMITED.

Given under my hand at London this thirteenth day of November One thousand nine hundred and twenty-two.

H. BIRTLES,

Registrar of Joint Stock Companies.

Fees and Deed Stamps, £17 15s. 0d.

Stamp Duty on Capital, £500 0s. 0d.

THE COMPANIES' ACTS, 1908 to 1917.

COMPANY LIMITED BY SHARES.

Memorandum of Association

— OF —

LAMP CAPS LIMITED.

1. The name of the Company is "LAMP CAPS 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 business as manufacturers and sellers of and dealers in caps for electric lamps and other articles, instruments, apparatus and things used for or in connection with electric lamps, and to construct, maintain, carry out, work, sell, let on hire and deal in works, plant, machinery, conveniences and things of all kinds capable of being used in connection with electricity of any kind, including cables, wires, lines, stations, exchanges, accumulators, lamps, meters, and engines.
 - (b) To carry on the business of electrical and general engineers and manufacturers of electric works or apparatus of any and every description, and any other trade or business whatsoever whether manufacturing or otherwise which can in the opinion of the Company be advantageously or conveniently carried on by the Company by way of extension of or in connection with

its general business, or is calculated directly or indirectly to develop any branch of the Company's business or to increase the value of or turn to account any of the Company's assets, property or rights.

- (c) To acquire and take over the whole or any part of the business, property and liabilities of any person or persons, firm or corporation, carrying on any business which this Company is authorised to carry on, or possessed of any property or rights suitable for the purposes of this Company.
- (d) To purchase, take on lease or in exchange, or otherwise acquire, any real or personal property, concessions, grants, decrees, patents, licences, secret processes, rights or privileges which the Company may think necessary or convenient for the purposes of its business, and to purchase, take on lease or otherwise acquire, construct, maintain and alter any factories, buildings or works necessary or convenient for the purposes of the Company.
- (e) To borrow or raise or secure the payment of money by mortgage, or by the issue of debentures or debenture stock, perpetual or otherwise, or in such other manner as the Company shall think fit, and for the purposes aforesaid to charge all or any of the Company's property or assets, present and future including its uncalled capital, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.
- (f) To draw, make, accept, indorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (g) To grant pensions, allowances, gratuities and bonuses to employees or ex-employees of the Company or its predecessors in business or the dependents of such persons, and to support or subscribe to any charitable or other institutions, clubs, societies or funds.
- (h) To lend money on any terms that may be thought fit and particularly to customers or other persons having dealings with the Company.

- (i) To invest any moneys of the Company not required for the purposes of its business in such investments or securities as may be thought expedient.
- (j) To enter into any partnership or arrangement in the nature of a partnership with any person or persons or corporation engaged or interested or about to become engaged or interested in the carrying on or conduct of any business or enterprise which this Company is authorised to carry on or conduct or from which this Company would or might derive any benefit, whether direct or indirect.
- (k) To apply for and take up or acquire by way of exchange or otherwise and hold or sell and dispose of the shares or securities of any other company carrying on or about to carry on any business in which this Company is or may be interested and to amalgamate with any other such company or companies.
- (l) To sell or dispose of the undertaking of the Company or any part thereof in such manner and for such consideration as the Company may think fit, and in particular for shares (fully or partly paid up), debentures, debenture stock or securities of any other company, whether promoted by this Company for the purpose or not and to improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company.
- (m) To distribute any of the Company's property among the Members in specie.
- (n) To procure the Company to be registered or recognised in any foreign country or place.
- (o) To do all or any of the above things in any part of the world, and either as principals, agents, trustees or otherwise, and either alone or in conjunction with others, and by or through agents, sub-contractors, trustees or otherwise.
- (p) To do all such other things as are incidental or the Company may think conducive to the attainment of the above objects or any of them.

4. The liability of the Members is limited.

5. The share capital of the Company is £300,000 divided into 300,000 shares of £1 each. The shares in the original or any increased capital may be divided into several classes, and there may be attached thereto respectively any preferential, deferred or other special rights, privileges, conditions or restrictions.

(At incorporation the share capital of the company was £50,000 divided into 50,000 Shares of One Pound each.

On the 31st July, 1947, the share capital of the Company was increased to £150,000.

On the 30th September, 1955, the share capital of the Company was increased to the present level).

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

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.	Number of Shares taken by each Subscriber.
ALGERNON L. COLLINS, Kennans House, Crown Court, Cheapside, E.C.2, Solicitor.	One
J. S. MELLOR, Kennans House, Crown Court, Cheapside, E.C.2, Solicitor.	One

DATED this 8th day of November, 1922.

WITNESS to the above signatures of Algernon Lionel Collins and John Sydney Mellor:—

ERNEST J. WHITE,
Clerk to Messrs. Wild, Collins & Crosse,
Solicitors,
Kennan's House,
Crown Court, Cheapside, E.C.2.

THE COMPANIES ACTS, 1908 TO 1917.

COMPANY LIMITED BY SHARES.

Articles of Association

— OF —

LAMP CAPS LIMITED.

TABLE "A" EXCLUDED.

1. The regulations in Table "A" in the First Schedule to the Companies (Consolidation) Act, 1908, shall not apply to the Company except so far as the same are repeated or contained in these Articles.

INTERPRETATION.

2. In these Articles the words standing in the first column of the table next hereinafter contained 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 Statutes

The Companies Acts, 1908 to 1917, and every other Act for the time being in force concerning joint stock companies and affecting the Company.

These Articles

These Articles of Association as originally framed or as altered from time to time by special resolution.

Words.	Meanings.
The Directors ...	The Directors for the time being of the Company.
The Office ...	The registered office for the time being of the Company.
The Seal ...	The Common Seal of the Company.
Month ...	Calendar month.

Writing shall include printing and lithography and any other mode or modes of representing or reproducing words in a visible form.

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; and

Words importing persons shall include corporations.

3. Subject as aforesaid, any words or expressions defined in the Statutes shall, except where the subject or context forbids, bear the same meanings in these Articles.

SHARES.

4. The initial capital of the Company is divided into 50,000 shares of £1 each.

5. The shares taken by the subscribers to the Memorandum of Association shall be duly issued by the Directors. Subject as aforesaid, the shares shall be under the control of the Directors, who may allot and issue the same (subject always to Articles 6 and 52 hereof) to such persons on such terms and conditions and at such times as the Directors think fit.

6. The Company is a Private Company, and accordingly :—(a) no invitation shall be issued to the public to subscribe for any shares or debentures or debenture stock of the Company, (b) the number of the Members of the Company (exclusive of persons who are in the employment of the Company, and of persons who having been formerly in the employment of the Company were while in such employment and have continued after the determination of such

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employment to be Members of the Company) shall be limited to fifty, provided that, for the purposes of this provision, where two or more persons hold one or more shares in the Company jointly they shall be treated as a single Member; and (c) the right to transfer the shares of the Company shall be restricted in manner hereinafter appearing. If the Company shall at any time be turned into a Public Company the minimum subscription shall for the purposes of any allotment of shares to which Section 85 of the Companies (Consolidation) Act 1908 applies be seven shares.

7. The Company may pay to any person a commission in consideration of his 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, provided that such commission shall not exceed thirty per cent. of the nominal amount of such shares or an amount equivalent to such percentage and the requirements of Sections 26, 59 and 90 of the Companies (Consolidation) Act 1903 shall be observed.

8. Where any shares are issued for the purpose of raising money to defray the expenses of the construction of any works or buildings or the provisions of any plant which cannot be made profitable for a lengthened period the Company may pay interest 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 mentioned in Section 91 of the Companies (Consolidation) Act 1908 and may charge the same to capital as part of the cost of the construction of the works, buildings or plant.

9. 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 or other moneys payable in respect of such share.

10. 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 any right whatsoever in respect of any share other than an absolute right to the entirety thereof in the registered holder, except as by these Articles otherwise expressly provided or as by Statute required or pursuant to any order of Court.

11. Every Member shall be entitled, without payment, to receive within two months after allotment or registration of transfer (unless the conditions of issue provide for a longer interval) one

certificate under the Seal for all the shares registered in his name, specifying the number and denoting numbers 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, and delivery of such certificate to any one of them shall be sufficient delivery to all. Every certificate shall be signed by one Director and countersigned by the Secretary or some other person nominated by the Directors for the purpose.

12. If any share certificate shall be defaced, worn out, destroyed or lost, it may be renewed on such evidence being produced, and such indemnity (if any) being given as the Directors shall require, and (in case of defacement or wearing out) on delivery up of the old certificate, and in any case on payment of such sum not exceeding One Shilling as the Directors may from time to time require.

LIEN.

13. The Company shall have a first and paramount lien upon all shares (whether fully paid or not) registered in the name of any Member, either alone or jointly with any other person, for his debts, liabilities and engagements, whether solely or jointly with any other person to or with the Company whether the period for the payment, fulfilment or discharge thereof shall have actually arrived or not, and such lien shall extend to all dividends from time to time declared in respect of such shares. But the Directors may at any time declare any share to be exempt, wholly or partially, from the provisions of this Article.

14. The Directors may sell the shares subject to any such lien at such time or times and in such manner as they think 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 or the liability or engagement in respect of which such lien exists is liable to be presently fulfilled or discharged, and until a demand and notice in writing stating the amount due or specifying the liability or engagement and demanding payment or fulfilment or discharge thereof and giving notice of intention to sell in default shall have been served on such Member or the persons (if any) entitled by transmission to the shares, and default in payment, fulfilment or discharge shall have been made by him or them for seven days after such notice.

15. The net proceeds of any such sale shall be applied in or towards satisfaction of the amount due to the Company, or of the liability or engagement, as the case may be, and the balance (if any) shall be paid to the Member or the person (if any) entitled by transmission to the shares so sold.

16. 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 application of the purchase-money nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

17. No Member shall be entitled to receive any dividend or to exercise any 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 (if any).

CALLS ON SHARES.

18. The Directors may, subject to the provisions of these Articles, from time to time make such calls upon the Members in respect of all moneys unpaid on their shares as they think fit, provided that fourteen 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, by the instalments (if any) and at the times and places appointed by the Directors.

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

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

21. If before or on the day appointed for payment thereof a call or instalment payable in respect of a share is not paid, the holder or allottee of the share shall pay interest on the amount of the call or instalment at such rate not exceeding ten per cent. per annum as the Directors shall fix from the day appointed for payment thereof to the time of actual payment, but the Directors may waive payment of such interest wholly or in part.

22. Any sum which by the terms of allotment 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 the relevant provisions of these Articles, shall apply as if such sum were a call duly made and notified as hereby provided.

23. The Directors may, from time to time, make arrangements on 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.

24. 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 sums 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 Directors may pay or allow such interest as may be agreed between them and such Member, in addition to the dividend payable upon such part of the share in respect of which such advance has been made as is actually called up.

TRANSFER OF SHARES.

25. Subject to the restrictions of these Articles, shares shall be transferable, but every transfer must be in writing in the usual common form, or in such other form as the Directors shall from time to time approve, and must be left at the office, 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.

26. Save as hereby otherwise provided, no share shall be transferred to any person who is not a Member of the Company so long as any Member is willing to purchase the same at the fair value, which shall be determined as hereinafter provided.

27. In order to ascertain whether any Member is willing to purchase a share at the fair value, the person, whether a Member of the Company or not, proposing to transfer the same (hereinafter called "the retiring Member") shall give a notice in writing (hereinafter described as a "sale notice") to the Company that he desires

to sell the same. Every sale notice shall specify the denoting numbers of the shares which the retiring Member desires to sell, and shall constitute the Company the agent of the retiring Member for the sale of such shares to any Member of the Company at the fair value. No sale notice shall be withdrawn except with the sanction of the Directors.

28. If the Company shall within twenty-eight days after service of a sale notice find a Member willing to purchase any share comprised therein (hereinafter described as a "purchasing Member") and shall give notice thereof to the retiring Member, the retiring Member shall be bound upon payment of the fair value to transfer the share to such purchasing Member, who shall be bound to complete the purchase within seven days from the service of such last-mentioned notice. The Directors shall with a view to finding a purchasing Member offer any shares comprised in a sale notice to the persons then holding the remaining shares in the Company as nearly as may be in proportion to their holdings of shares in the Company, and shall limit a time within which such offer if not accepted will be deemed to be declined; and the Directors shall make such arrangements as regards the finding of a purchasing Member for any shares not accepted by a Member to whom they shall have been so offered as aforesaid within the time so limited as they shall think just and reasonable.

29. If any dispute or question shall arise between the retiring Member and the purchasing Member as to what is the fair value of a share, the matter shall be referred to a Chartered Accountant to be agreed between them and in default of agreement to be nominated by the President for the time being of the Institute of Chartered Accountants, whose fees shall be paid by the retiring Member.

30. In the event of the retiring Member failing to carry out the sale of any shares which he shall have become bound to transfer as aforesaid, the Directors may give a good receipt for the purchase price of such shares, and may register the purchasing Member as holder thereof and issue to him a certificate for the same, and thereupon the purchasing Member shall become indefeasibly entitled thereto. The retiring Member shall in such case be bound to deliver up his certificate for the said shares, and on such delivery shall be entitled to receive the said purchase price, without interest, and if such certificate shall comprise any shares which he has not become bound to transfer as aforesaid the Company shall issue to him a balance certificate for such shares.

31. If the Directors shall not, within the space of twenty-eight days after service of a sale notice, find a purchasing Member for all or any of the shares comprised therein and give notice in manner aforesaid, or if, through no default of the retiring Member, the purchase of any shares in respect of which such last-mentioned notice shall be given shall not be completed within twenty-one days from the service of such notice, the retiring Member shall at any time within six months thereafter be at liberty, subject to Article 34 hercof, to sell and transfer the shares comprised in his sale notice (or such of them as shall not have been sold to a purchasing Member) to any person and at any price.

32. 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 of Members in respect thereof.

33. The Company shall provide a book to be called the "Register of Transfers" which shall be kept by the Secretary under the control of the Directors, and in which shall be entered the particulars of every transfer or transmission of every share.

34. The Directors may, in their discretion, refuse to register the transfer of any share to any person whom it shall in their opinion be undesirable in the interests of the Company to admit to membership. The Directors may refuse to register any transfer of shares on which the Company has a lien.

35. Such fee, not exceeding Two Shillings and Six Pence for each transfer, as the Directors may from time to time determine, may be charged for registration of a transfer.

36. The register of transfers shall be closed during the fourteen 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 it shall not be closed for more than thirty days in any year.

TRANSMISSION OF SHARES.

37. In the case of the death of a Member, the survivors or survivor, where the deceased was a joint holder, and the executors or administrators 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 joint holder from any liability in respect of any share jointly held by him.

38. Any person becoming entitled to a share in consequence of the death or bankruptcy of any Member may, upon producing such evidence of title as the Directors shall require, with the consent of the Directors, which they shall be entitled to withhold without assigning any reason therefor, be registered himself as holder of the share, or, subject to the provisions as to transfers herein contained, transfer the same to some other person.

39. A person entitled to a share by transmission shall be entitled to receive, and may 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 have become a Member in respect of the share.

FORFEITURE OF SHARES.

40. If any Member 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 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 or on the person entitled to the share by transmission requiring him to pay such call or instalment, or such part thereof as remains unpaid, together with interest at such rate not exceeding ten per cent. per annum as the Directors shall determine, and any expenses that may have accrued by reason of such non-payment.

41. The notice shall name a further day (not earlier than the expiration of 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 was made will be liable to be forfeited.

42. If the requisitions 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 the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect.

43. A forfeiture of shares shall include all dividends in respect of the shares not actually paid before the forfeiture notwithstanding that they shall have been declared.

44. When any share has been forfeited in accordance with these Articles, notice of the forfeiture shall forthwith be given to the holder of the share or to 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 of Members 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.

45. Notwithstanding any such forfeiture as aforesaid, the Directors 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 upon and expenses incurred in respect of the share and upon such further terms (if any) as they shall see fit.

46. Every share which shall be forfeited shall thereupon become the property of the Company, and may be either cancelled or 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.

47. A Shareholder 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 share at the time of forfeiture without any deduction or allowance for the value of the shares at the time of forfeiture.

48. 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 Shareholder whose share is forfeited and the Company, except only such of those rights

and liabilities as are by these Articles expressly saved, or as are by the Statutes given or imposed in the case of past Members.

49. 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 Articles, and stating the date upon which 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 the receipt of the Company for the consideration (if any) given for the share on the sale or disposition thereof, and a certificate of proprietorship of the share under the seal delivered to the person to whom the same is sold or disposed of, shall constitute a good title to the share, and such person shall be registered as the holder of the share and shall be discharged from all calls made prior to such sale or disposition, and shall not be bound to see to the application of the purchase money (if any), nor shall his title to the share be affected by any act omission or irregularity relating to or connected with the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the share.

ALTERATIONS OF CAPITAL.

50. The Company may so far alter the conditions of its Memorandum of Association as by ordinary resolution:—

- (a) To consolidate and divide its share capital into shares of larger amount than its existing shares; or
- (b) To cancel any shares not taken or agreed to be taken by any person.

and by special resolution:—

- (c) To divide its share capital or any part thereof into shares of smaller amount than is fixed by its Memorandum of Association by sub-division of its existing shares or any of them, subject nevertheless to the provisions of the Statutes, and so that as between the resulting shares, one or more of such shares may by the resolution by which such sub-division is affected be given any preference or advantage as regards dividend, capital, voting or otherwise over the others, or any other of such shares; or
- (d) To reduce its capital in any manner authorised and subject to any conditions prescribed by the Statutes.

INCREASE OF CAPITAL.

51. The Company may from time to time whether all the shares for the time being authorized shall have been issued or all the shares for the time being issued shall have been fully called up or not by extraordinary resolution increase its share capital by the creation and issue of new shares, such new capital to be of such amount and to be divided into shares of such respective amounts and to carry such rights or deferred rights or to be subject to such conditions or restrictions in regard to dividend, return of capital, voting or otherwise as the Company by the resolution authorizing such increase directs.

52. Unless otherwise determined by the Directors, or by the resolution authorizing an increase of capital, any original shares for the time being unissued, and any new shares from time to time to be created, shall, before they are issued, be offered to the Members in proportion, as nearly as may be, to the number of shares held by them. Such offer shall be made by notice specifying the number of shares offered, and limiting a time within which the offer, if not accepted will be deemed to be declined, and after the expiration of such time or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered, the Directors may, subject to these Articles, dispose of the same in such manner as they think most beneficial to the Company. The Directors may in like manner dispose of any such new or original shares as aforesaid, which by reason of the proportion borne by them to the number of persons entitled to such offer as aforesaid or by reason of any other difficulty in apportioning the same, cannot in the opinion of the Directors be conveniently offered in manner hereinbefore provided.

53. Except so far as otherwise provided by the conditions of issue, any capital raised by the creation of new shares shall be considered as part of the original ordinary share capital of the Company and shall be subject to the same provisions with reference to the payment of calls, lien, transfer, transmission, forfeiture and otherwise as the original share capital.

MODIFICATION OF CLASS RIGHTS.

54. All or any of the rights, privileges or conditions for the time being attached or belonging to any class of shares for the time being forming part of the capital of the Company may from time to time be modified, affected, varied, extended or surrendered in any

manner with the consent in writing of the holders of not less than three-fourths of the issued shares of that class or with the sanction of an extraordinary resolution passed at a separate General Meeting of the Members of that class.

55. To any such General Meeting all the provisions of these Articles as to General Meetings of the Company shall *mutatis mutandis* apply, but so that the necessary quorum shall be Members of the class holding or representing by proxy one-third of the capital paid or credited as paid on the issued shares of the class.

GENERAL MEETINGS.

56. The Statutory General Meeting shall be held at such time within not less than one month nor more than three months from the incorporation of the Company, and at such place as the Directors may determine. The provisions of Section 65 of the Companies (Consolidation) Act, 1908, in relation to such meeting (so far as they affect the Company) shall be observed by the Directors.

57. Subsequent General Meetings shall be held once in every year, at such time and place as may be determined by the Directors, but so that not more than fifteen months shall be allowed to elapse between any two Annual General Meetings.

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

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

60. The Directors shall call an Extraordinary Meeting whenever a requisition in writing, signed by Members of the Company holding in the aggregate not less than one-tenth in amount of the issued capital of the Company upon which all calls or other sums then due shall have been paid up, and stating fully the objects of the meeting, shall be deposited at the office. Such a requisition may consist of several documents in like form, each signed by one or more requisitionists.

61. If the Directors do not proceed to convene a meeting to be held within twenty-one 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.

62. If at any such meeting a resolution requiring confirmation at another meeting is passed, the Directors shall forthwith convene a further Extraordinary General 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 such further meeting within seven days from the date of the passing of the first resolution the requisitioners or a majority of them in value may themselves convene the meeting. All meetings convened by requisitionists under this or the preceding Article shall be convened in the same manner as nearly as possible as that in which meetings are to be convened by the Directors.

63. Seven days' notice at the least, 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 such Members as are under the provisions of these Articles entitled to receive notices from the Company. Provided that the accidental omission to give such notice to or the non-receipt of such notice by any such Member shall not invalidate any resolution passed or proceeding had at any such meeting and with the consent of all the Members for the time being entitled to receive notices of meetings, a meeting may be convened upon a shorter notice or without any notice and in such manner as such Members may approve. Proper minutes shall be kept of all General Meetings of the Company.

PROCEEDINGS AT GENERAL MEETINGS.

64. 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 the fixing of the remuneration of the Auditors.

65. 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 on which 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 fourteen intervening days.

66. Upon receipt of any such notice as in the last preceding Article mentioned, the Secretary shall in any case where the notice of intention is received before the notice of the meeting is issued, include in the notice of the meeting, and shall in any other case issue as quickly as possible to the Members entitled to notice of the meeting notice that such resolution will be proposed.

67. 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 Members personally present, not being less than two, and holding or representing by proxy not less than one tenth part of the issued share capital of the Company.

68. If within half-an-hour 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 the same day in the next week 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, the Members present shall be a quorum.

69. 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 fifteen 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.

70. 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 ten days or more, notice of the adjourned meeting shall be given in the same manner as in the case 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. Except as provided by the Statutes in the case of the Statutory 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.

71. At all General Meetings 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 in writing by the Chairman (being a person entitled to vote) or by at least two Members, or by the holder or holders in person or by proxy of at least one-twentieth part of the issued ordinary share capital of the Company and unless a poll be so demanded a declaration by the Chairman of the meeting that a resolution has been carried or has been 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.

72. 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.

73. No poll shall be demanded on the election of a Chairman of a meeting or on any question of adjournment.

74. 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.

75. Subject and without prejudice to any special privileges or restrictions for the time being affecting any special class of shares for the time being forming part of the capital of the Company, every Member shall have one vote on a show of hands and in case of a poll shall have one vote for every share of which he is the holder.

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

77. 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 of Members.

78. Save as herein expressly provided, no person other than a Member duly registered and who shall have paid everything for the time being due from him and payable to the Company in respect of his shares, shall be entitled to be present or to vote on any question either personally or by proxy, or as proxy for another Member, or to be reckoned in a quorum, at any General Meeting.

79. Votes may be given either personally or by proxy. On a show of hands a Member present only by proxy shall have no vote, but a proxy for or representative of a corporation may vote on a show of hands. No person shall act as a proxy except for a corporation, who is not entitled to be present and vote in his own right.

80. 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 under its common seal, if any, and, if none, then under the hand of some officer duly authorised in that behalf.

81. An instrument appointing a proxy to vote at a meeting shall be deemed to include the power to demand a poll on behalf of the appointor.

82. The instrument appointing a proxy shall be deposited at the office 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; 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:—

"LAMP CAPS LIMITED."

"I
of
"a Member of LAMP CAPS LIMITED and entitled to
" votes, hereby appoint
" of , another Member of the
" Company, and failing him
" of , another Member of the
" Company, to vote for me and on my behalf at the
" [Statutory, Ordinary, Extraordinary or Adjourned,
" as the case may be] General Meeting of the Company
" to be held on the day of
" and at every adjournment thereof.

"As witness my hand this day of , 19 ."

DIRECTORS

84. Unless and until otherwise determined by the Company in General Meeting, the Directors shall be not more than ten nor less than two in number.

85. So long as THORN (KPR) Limited (hereinafter called THORN) holds not less than one third of the issued capital of the Company, THORN shall have the right to appoint two Directors of the Company with power to remove and replace any of their appointees at any time. Any appointment or removal of Directors shall be made in writing served on the Company.

86. So long as OSRAM Limited (hereinafter called OSRAM) holds not less than one third of the issued capital of the Company, OSRAM shall have the right to appoint two Directors of the Company, with power to remove and replace any of their appointees at any time. Any appointment or removal of Directors shall be made in writing served on the Company.

87. The Company in General Meeting may at any time determine that the number of Directors be increased and in that event each of them THORN and OSRAM shall be entitled if and so long as it holds one third of the issued share capital of the Company to appoint an additional Director, and all the provisions of the last three preceding Articles shall (so far as applicable) apply to the Directors so appointed and to the appointment of other Directors in their places, in the same manner as is therein provided, with respect to the appointment of the first two Directors and their successors.

88. A Director appointed by or under the provisions of the preceding Articles shall not be liable to vacate office except in the event of his death, resignation or removal by the Company by which he is nominated or on such company ceasing to hold one-third of the issued share capital of the Company. Any such nomination or removal shall be made in writing by the secretary of THORN or OSRAM as the case may be and left at or sent to the registered office of the Company, and such nomination or removal shall take effect immediately on notice thereof being so left or sent as aforesaid.

88A. THORN and OSRAM may at any time by agreement between them so long as each holds not less than one third of the issued capital of the Company appoint additional Directors provided that the total number of Directors shall not exceed the prescribed maximum for the time being. Any such appointment shall be by notice in writing signed on behalf of THORN and OSRAM and served on the Company. Any Director so appointed shall continue to hold office until removed by THORN or OSRAM by notice in writing served on the company.

89. The remuneration of the Directors (other than the Managing Director, if any) shall be determined by the Company in General Meeting, and such remuneration shall be divided amongst the Directors (other than as aforesaid) as they shall determine, or, failing agreement, equally. The Directors shall also be entitled to be repaid all travelling and hotel expenses incurred by them respectively in or about the performance of their duties as Directors, including their expenses of travelling to or from Board Meetings.

90. A Director may hold any other office or place of profit under the Company (other than that of Auditor) in conjunction with his office of Director.

MANAGING DIRECTORS

91. The Directors may from time to time appoint any one or more of their body to be Managing Director or Managing Directors, for such period and upon such terms as they think fit, and may vest in such Managing Directors, or Managing Directors such of the powers hereby vested in the Directors generally as they may think fit, and such powers may be made exercisable for such period or periods, and upon such conditions and subject to such restrictions, and generally upon such terms as to remuneration and otherwise as they may determine. The remuneration of a Managing Director may be by way of salary or commission or participation in profits, or by any or all of these modes.

92. A Managing Director shall not while he continues to hold that office be subject to retirement by rotation and he shall not be taken into account in determining the rotation of retirement of Directors, but he 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 cease to hold the office of Director he shall ipso facto and immediately cease to be a Managing Director.

POWERS AND DUTIES OF DIRECTORS.

93. The business of the Company shall be managed by the Directors, who may pay all such expenses of and preliminary and incidental to the promotion, formation, establishment and registration of the Company as they think fit, and 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 regulations made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made.

94. The continuing Directors may act at any time notwithstanding any vacancy in their body.

95. All moneys, bills and notes belonging to the Company shall be paid to or deposited with the Company's bankers to an account to be opened in the name of the Company. Cheques on the Company's bankers, until otherwise from time to time resolved upon by the Directors, shall be signed by at least one Director and countersigned by the Secretary. The Company's banking account shall be kept with such banker or bankers as the Directors shall from time to time determine.

96. The Directors shall duly comply with the provisions of the Statutes, and particularly the provisions as to registration and keeping copies of mortgages and charges, keeping of the register of Members, keeping a register of Directors and sending a copy thereof or a notification of any changes therein to the Registrar of Companies and sending to such Registrar an annual list of Members and summary, together with the certificates required by Section 1, sub-section (3), of the Companies Act, 1913, the particulars required by the Companies (Particulars as to Directors) Act, 1917, notices as to increase of capital, returns of allotments and contracts relating thereto, copies of special and extraordinary resolutions and other particulars connected with the above.

97. A Director may contract with and be interested in any contract or arrangement made with the Company and shall not be liable to account for any profit made by him by reason of any such

contract or arrangement, provided that the precise nature of the interest of the Director in such contract or arrangement be declared to the Board before or at the time the same is entered into or at the first Board Meeting after such interest is acquired. No Director shall vote as a Director in respect of any contract or arrangement in which he shall be interested, but this prohibition shall not apply to any contract or arrangement for giving to a Director security for any advance made or guarantee given by him to or for the benefit of the Company and it may at any time be suspended or relaxed by the Company in General Meeting.

PROCEEDINGS OF DIRECTORS

98. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall not have a second or casting vote.

99. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and unless otherwise so fixed shall be two Directors.

100. A Director may, and on the request of a Director the Secretary shall, at any time summon a meeting of the Directors.

101. THORN and OSRAM so long as such Companies are entitled to nominate Directors under Articles 85 and 86 may alternatively in each year appoint a Chairman of the Directors who shall preside at meetings of the Directors and such Chairman shall hold office for 12 calendar months from the date of such appointment. The first Chairman shall be appointed by OSRAM. If no such Chairman be appointed, or if at any meeting the Chairman be not present within five minutes after the time appointed for holding the same, the Directors present shall choose some one of their number to be Chairman of such meeting.

102. The Directors may delegate any of their powers to committees consisting of such member or members of their body as

they think fit. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors.

103. A committee may elect a Chairman of its meetings. If no such Chairman is elected, or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the same, the Members present may choose one of their number to be Chairman of the meeting.

104. A committee may elect and adjourn as its members think proper. Questions arising at any meeting shall be determined by a majority of votes of the members present.

105. All acts *bona fide* done by any meeting of Directors, or of 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.

106. The Directors 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 Directors and committees and of the attendances thereat, and all business transacted at such meetings, and any such minute of any meeting, if purporting to be signed by the Chairman of such meeting, or by the Chairman of the next succeeding meeting, shall be conclusive evidence without any further proof of the facts therein stated.

107. A resolution in writing signed by all the Directors shall be as effective for all purposes as a resolution passed at a meeting of the Directors duly convened, held and constituted.

THE SEAL.

108. The seal shall not be affixed to any instrument except by the authority of a resolution of the Board of Directors, and in the presence of at least two Directors and of the Secretary and such Directors and the Secretary shall sign every instrument to which the seal shall be affixed in their presence, 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. The Company may exercise the powers of Section

79 of the Companies (Consolidation) Act, 1908, and such powers are accordingly hereby vested in the Directors.

DIVIDENDS AND RESERVE FUND.

109. 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 it shall from time to time be determined to distribute by way of dividend shall be applied in payment of dividends upon the shares of the Company in proportion to the amounts paid up or credited as paid up thereon respectively.

110. The Directors may, with the sanction of a General Meeting, from time to time declare dividends, but no such dividend shall be payable except out of the profits of the Company provided that the Directors may, if they think fit, from time to time pay to the Members such interim dividends as appear to them to be justified by the position of the Company. No higher dividend shall be paid than is recommended by the Directors, and the declaration of the Directors as to the amount of the net profits shall be conclusive.

111. The Directors may, before recommending any dividend, set aside out of the profits of the Company such sums as they think proper as a reserve fund or reserve funds 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 or maintaining any works connected with the business 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 the payment of special dividends or bonuses, on such terms and in such manner as the Company in General Meeting shall from time to time determine, and pending such application the Directors may employ 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 they may select. The Directors may also from time to time carry forward such sums as may be deemed expedient in the interests of the Company.

112. Every dividend warrant may be sent by post to the last registered address of the Member entitled thereto, and the receipt of the person whose name at the date of the declaration of the dividend appears on the Register of Members as the owner of any share, or, in the case of joint holders, of any one of such joint holders, shall be

a good discharge to the Company for all payments made in respect of such share. No unpaid dividend or interest shall bear interest as against the Company.

CAPITALISATION OF PROFITS.

113. Profits of the Company may be capitalised from time to time if and when thought fit, and the following provisions shall have effect with regard to such capitalisations, namely:—

- (i) The Company in General Meeting may at any time and from time to time upon the recommendation of the Directors pass a resolution to the effect that it is desirable to capitalise any sum of undivided profits of the Company for the time being (including profits carried and standing to any reserve or reserves or other special accounts) and accordingly that the Directors be authorised and directed to appropriate and apply such sum of profits in paying up in full unissued shares of the Company of a nominal amount equal thereto and to allot and distribute such shares credited as fully paid up and by way of capitalization of profits to and amongst the holders of all the issued Ordinary Shares in the Company's capital for the time being in proportion to the number of such issued Ordinary Shares held by them respectively.
- (ii) Whenever and as often as such a resolution as aforesaid shall have been passed the Directors may and shall appropriate and apply the sum of undivided profits resolved to be capitalized thereby in paying up in full unissued shares of the Company of a nominal amount equal thereto and shall allot and issue such shares credited as fully paid up and by way of capitalization of profits to and amongst the holders of the issued Ordinary Shares in the proportion aforesaid, with full power to the Directors to make such provisions by the issue of fractional certificates or by payment in cash or otherwise as they think fit for the case of shares becoming distributable in fractions and prior to such allotment the Directors may authorise any person to enter on behalf of all the holders of the issued Ordinary Shares into an agreement with the Company providing for the allotment to them respectively of such shares

credited as fully paid up by way of capitalization of profits as aforesaid and any agreement made under such authority shall be effective and binding on all the Ordinary Shareholders.

ACCOUNTS.

114. The Directors shall cause true accounts to be kept:—

- (a) Of the assets and liabilities of the Company and
- (b) Of all sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place.

The books of account shall be kept at the office, or at such other place as the Directors shall think fit, and always be open to the inspection of the Directors.

115. The Directors 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 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 authorized by the Directors, or by a resolution of the Company in General Meeting.

116. Once at least in every year the Directors shall lay before the Company in General Meeting a profit and loss account for the period since the preceding account, or (in the case of the first account) since the incorporation of the Company made up to a date not more than six months before such meeting. A balance sheet shall be made out in every year and laid before the Company in General Meeting, made up to a date not more than six months before such meeting. The balance sheet shall have attached thereto the Auditors report, and shall be accompanied by a report of the Directors as to the state of the Company's affairs, and the amount which they recommend to be paid by way of dividend, and the amount (if any) which they propose to carry to any reserve fund. The Auditors' report shall be read before the Company in General Meeting as required by Section 113 of the Companies (Consolidation) Act 1908.

AUDIT.

117. Once at least in every year the accounts of the Company shall be examined, and the correctness of the statement and balance sheet ascertained by one or more Auditor or Auditors, and the provisions of Sections 112 and 113 of the Companies (Consolidation) Act 1908, in regard to audit and Auditors shall be observed.

NOTICES.

118. A notice or any 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 of Members.

119. 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 of Members, and any notice so given shall be sufficient notice to the holders of such share.

120. Any Member described in the Register of Members 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 served upon him at such address any notice to which he would be entitled under these Articles, but, save as aforesaid, no Member other than a Member described in the Register of Members by an address within the United Kingdom shall be entitled to receive any notice from the Company.

121. A notice may be given by the Company to the persons entitled to any share in consequence of the death or bankruptcy of a Member by sending it through the post in a prepaid letter addressed to them by name or by the title of representatives or trustees of such deceased or bankrupt Member, at the address (if any) in the United Kingdom supplied for the purpose by such persons as aforesaid, or (until such an address has been supplied) by giving the notice in the manner in which the same would have been given if the death or bankruptcy had not occurred.

122. Any notice or other document, if served or sent by post, shall be deemed to have been served or delivered at the time when the letter containing the same is put into the post, and in proving such service or sending it shall be sufficient to prove that the letter

containing the notice or document was properly addressed and put into the post office as a prepaid letter.

123. Where a given number of days' notice, or notice extending over any other period is required to be given, the day of service shall be counted in such number of days or other period.

INDEMNITY.

124. The Directors, Auditors, Secretary and other officers for the time being of the Company, and any trustees for the time being acting in relation to any of the affairs of the Company, and their heirs executors and administrators respectively, shall be indemnified out of the assets of the Company from and against all actions, proceedings, costs, charges, losses, damages and expenses which they or any of them shall or may incur or sustain by reason of any act done or omitted in or about the execution of their duty in their respective offices or trusts, except such (if any) as they shall incur or sustain by or through their own wilful neglect or default respectively, and no such officer or trustee shall be answerable for the acts, receipts, neglects or defaults of any other officer or trustee or for joining in any receipt for the sake of conformity, or for the solvency or honesty of any bankers or other persons with whom any moneys or effects belonging to the Company may be lodged or deposited for safe custody, or for any insufficiency or deficiency of any security upon which any moneys of the Company shall be invested, or for any other loss or damage due to any such cause as aforesaid, or which may happen in or about the execution of his office or trust unless the same shall happen through the wilful neglect or default of such officer or trustee.

WINDING UP.

125. If the Company shall be wound up, the surplus assets shall (subject to any rights attached to any special class of shares forming part of the capital for the time being of the Company) be distributed among the Members in proportion to the capital paid up or credited as paid up on the shares held by them respectively at the commencement of the winding up.

126. If the Company shall be wound up, the Liquidators 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 192 of the Companies (Consolidation) Act, 1908.

COMPANY LIMITED BY SHARES

Special Resolution

(Pursuant to s. 141 (2))

OF

LAMP CAPS LIMITED

Passed 5th July, 1961

AT the ANNUAL GENERAL MEETING of the Shareholders of the above-named Company, duly convened, and held at Lamp Caps Limited Works, Sheffield Road, Chesterfield, on the 5th day of July, 1961, the following RESOLUTION was duly passed as a SPECIAL RESOLUTION :—

RESOLUTION

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

(1) By deleting Articles 84, 85 and 86 and replacing them by the following new provisions :—

" 84. The number of Directors shall be four of whom two shall be appointed by A.E.I. Lamp and Lighting Company Limited (hereinafter called "A.E.I.") and two by The General Electric Company Limited (hereinafter called "the Electric") so long as these companies respectively hold not less than one-third of the issued share capital of the Company. Any Director appointed under this Article may be removed from office by the appointor.

[P.T.O.]

85. If any Director appointed by A.E.I. under Article 84 shall die or resign office or be removed from office by A.E.I. while A.E.I. is still entitled to appoint Directors under Article 84 A.E.I. may appoint another Director in his place, but if and whenever A.E.I. shall cease to hold one-third of the issued capital of the Company the Directors appointed by it shall *ipso facto* vacate office.

86. If any Director appointed by the Electric under Article 84 shall die or resign or be removed from office by the Electric while the Electric is still entitled to appoint Directors under Article 84 the Electric may appoint another Director in his place, but if and whenever the Electric shall cease to hold one-third of the issued share capital of the Company the Directors appointed by it shall *ipso facto* vacate office."

(2) By deleting the words "the B.T.H." wherever they appear in the Articles of Association and replacing them by the letters "A.E.I."

A. E. PAGE,
Chairman.

THE COMPANIES ACTS 1948 TO 1976

SPECIAL RESOLUTION

of

LAMP CAPS LIMITED

Passed the 2nd June, 1978

At an EXTRAORDINARY GENERAL MEETING of the Shareholders of the above named Company, duly convened, and held at 68 East Lane, Wembley, Middlesex, on the 2nd day of June, 1978, the following RESOLUTION was duly passed as a SPECIAL RESOLUTION:-

RESOLUTION

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

1) By deleting Articles 84, 85 and 86 and replacing them by the following new provisions:

"84. Unless and until otherwise determined by the Company in General Meeting, the Directors shall be not more than ten nor less than two in number.

85. So long as Mazda Lamp Company Limited (hereinafter called Mazda) holds not less than one third of the issued capital of the Company, Mazda shall have the right to appoint two Directors of the Company with power to remove and replace any of their appointees at any time. Any appointment or removal of Directors shall be made in writing served on the Company.

86. So long as The General Electric Company Limited (hereinafter called The Electric) holds not less than one third of the issued capital of the Company, The Electric shall have the right to appoint two Directors of the Company, with power to remove and replace any of their appointees at any time. Any appointment or removal of Directors shall be made in writing served on the Company."

2) By deleting the letters "A.E.I." wherever they appear in the Articles of Association and replacing them by the word "Mazda".

3) By inserting a new Article numbered 68A as follows:

"68A. Mazda and The Electric may at any time by agreement between them so long as each holds not less than one third of the issued capital of the Company appoint additional Directors provided that the total number of Directors shall not exceed the prescribed maximum for the time being. Any such appointment shall be by notice in writing signed on behalf of Mazda and The Electric and served on the Company. Any Director so appointed shall continue to hold office until removed by Mazda or The Electric by notice in writing served on the Company."

V.A. Cheeseman
Chairman

1985
THE COMPANIES ACTS 1948 TO 1981
COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION
OF
LAMP CAPS LIMITED

Passed 26th day of September 1984

At an ANNUAL GENERAL MEETING of the Shareholders of the above named Company, duly convened, and held at THORN EMI Lighting Limited, Melton Road, Leicester, on the 26th day of September, 1984, the following RESOLUTION was duly passed as a SPECIAL RESOLUTION:-

RESOLUTION

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

- 1) By omitting in Article 85 the words Mazda Lamp Company Limited (hereinafter called Mazda) and substituting therefore the words THORN EMI Lighting Limited (hereinafter called TEL).
- 2) By omitting in Articles 85, 87, 88, 88A, 99 and 101 the abbreviation "Mazda" and substituting therefore the abbreviation "TEL" wherever the same appears.

N. WILKINSON
Secretary

THE COMPANIES ACTS 1985
COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

OF

LAMP CAPS LIMITED

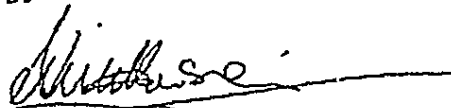
Passed 9th day of March, 1987.

At an EXTRAORDINARY GENERAL MEETING of the Shareholders of the above named Company, duly convened, and held at THORN Lighting Limited, Melton Road, Leicester, on the 9th day of March, 1987, the following RESOLUTION was duly passed as a SPECIAL RESOLUTION:-

RESOLUTION

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

- 1) By omitting in Article 85 the following words viz. "THORN EMI Lighting Limited" (hereinafter called "TEL") and substituting therefor the words "THORN Lighting Limited" (hereinafter called "THORN").
- 2) By omitting in Article 86 the following words, viz. "The General Electric Company Limited" (hereinafter called "The Electric") and substituting therefor the words "OSRAM-GEC Limited" (hereinafter called "OSRAM").
- 3) By omitting in Article 85, 86, 87, 88, 88A, 99 and 101 the abbreviations "TEL" and "THE ELECTRIC" and substituting therefor the abbreviations "THORN" and "OSRAM" wherever the same appears.


N. WILKINSON
Secretary

THE COMPANIES ACTS 1985
COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

OF

LAMP CAPS LIMITED

Passed 26th day of February 1990

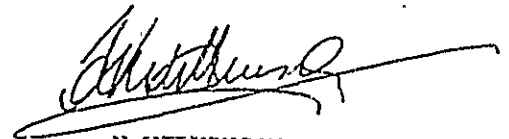
At an EXTRAORDINARY GENERAL MEETING of the Shareholders of the above named Company, duly convened, and held at OSRAM Limited, East Lane, Wembley, Middlesex, on the 26th day of February 1990, the following RESOLUTION was duly passed as a SPECIAL RESOLUTION:-

RESOLUTION

The following SPECIAL RESOLUTION was carried unanimously:

"THAT the Articles of Association of the Company be altered as follows:

By omitting in Article 86 the following words, viz 'OSRAM-GEC LIMITED' and substituting therefor the words 'OSRAM LIMITED'."


N. WILKINSON
Secretary

nwlc-sr

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

of

LAMP CAPS LIMITED

Passed on 1 September 1993

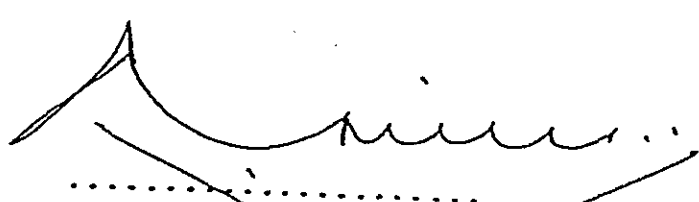
At an Extraordinary General Meeting of the Company duly convened and held at Harworth, Doncaster, South Yorkshire

on 1 September 1993 the following resolution was duly passed as a Special Resolution:

SPECIAL RESOLUTION

THAT Article 85 of the Articles of Association of the Company be altered in the following manner:

By substituting the words "'THORN (MPR) Limited" (hereinafter called "THORN")" for "'THORN Lighting Limited" (hereinafter called "THORN")".


.....
Chairman