

THE COMPANIES ACT 1985  
A PRIVATE COMPANY LIMITED BY SHARES  
AMENDED MEMORANDUM OF ASSOCIATION  
OF  
SPEEDO (EUROPE) LIMITED

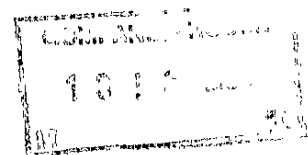
1. The name of the company (hereinafter called "the Company") is SPEEDO (EUROPE) LIMITED.

2. The registered office of the Company will be situated in England and Wales.

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

3.1 (A) to carry on all or any of the businesses of designers, manufacturers, wholesalers, retailers agents and representatives for the sale of, importers and exporters, shippers, distributors and dealers in garments, worsted, fabrics, textiles cloths, fibres and yarns of all kinds and fibrous substances, clothes, hats, ribbons, tape and millinery of every description, fashion specialists, fashion consultants, tailors and dressmakers, costumiers, milliners and general drapers, furriers, hosiers, hatters, silk mercers, lace merchants and dealers in natural and artificial fabrics of all kinds, corset and belt makers, haberdashers, gloves, dyers and cleaners, converters, repairers, knitters, pressers, printers, carders, scribblers, cutters, weavers, spinners, strippers, bleachers, finishers proprietors of boutiques, dress shops and general stores, sports outfitters, dealers in sports and athletic equipment and accessories, boot and shoe manufacturers and dealers, hide, skin and fur merchants, furriers, tanners, umbrella dealers and manufacturers of and dealers in wigs, bags, trunks,

\* By virtue of a Special Resolution of the Company passed on 16th August 1988 Clause 3 was amended by the deletion of the then existing Clause 3 and the adoption in substitution therefor of Clause 3 as printed.



suitcases, leather and fancy goods of all kinds and of and in jewellery, china, glass, pottery, toys, games, novelties, stationery, perfumery and toilet requisites and all articles, commodities and things used or required for household or personal use or adornment and general merchants and traders;

(B) to carry on the business of a holding company and to acquire by purchase, exchange, subscription or otherwise and to hold the whole or any part of the securities and interests of and in any companies for the time being engaged, concerned or interested in any industry, trade or business and to promote the beneficial co-operation of any such companies as well with one another as with the Company and to exercise in respect of such investments and holdings all the rights, powers and privileges of ownership including the right to vote thereon;

(C) to lend or advance monies (including for the avoidance of doubt advances for the purpose of assisting the acquisition of the Company's shares or the shares of the Company's holding company or for the purpose of reducing or discharging any liability incurred by any person for the purpose of the acquisition of the Company's shares or the shares of the Company's holding company so far as lawful) give credit to or enter into any guarantee, contract of indemnity or suretyship and in particular (without prejudice to the generality of the above) to guarantee, support or secure, with or without consideration, whether by personal obligation or by mortgaging or charging or creating lien upon all or any part of the undertaking, property assets rights and revenues present and future and uncalled capital of the Company or by both such methods or in any other manner whatsoever, the performance or discharge of all obligations commitments and liabilities of, and the repayment or payment of any monies whatsoever (including but not limited to principal interest and other liabilities on or in respect of any borrowings or acceptance credits and any capital premiums interest dividends and other money payable on or in respect of any securities) of any person firm or company, including (without prejudice to the generality of the above) any company which is for the time being a subsidiary or a holding company of the Company or another subsidiary of a holding company of the Company

or otherwise associated with the Company and including for the avoidance of doubt any indebtedness or liabilities or obligations incurred or securities issued by any such person firm or company for the purpose of acquiring shares in the Company or in any company of which the Company is a subsidiary;

3.2 to employ the funds of the Company in the development and expansion of the business of the Company and all or any of its subsidiary or associated companies and in any other company whether now existing or hereafter to be formed and engaged in any like business of the Company or any of its subsidiary or associated companies or of any other industry ancillary thereto or which can conveniently be carried on in connection therewith.

3.3 To co-ordinate the administration, policies, management, supervising, control, research, development, planning, manufacture, trading and any and all other activities of, and to act as financial advisers and consultants to, any company or companies or group of companies now or hereafter formed or incorporated or acquired which may be or may become related or associated in any way with the Company or with any company related or associated therewith and either without remuneration or on such terms as to remuneration as may be agreed;

3.4 to organise, incorporate, reorganise, finance, aid and assist, financially or otherwise, companies and to underwrite or guarantee the subscription of shares, securities or notes of any kind, and to make and carry into effect arrangements for the issue, underwriting, resale, exchange or distribution thereof;

3.5 to carry on the business of land and property developers of every and any description and to acquire by purchase, lease, concession, grant, licence or otherwise such lands, buildings, leases, underleases, rights, privileges, stocks, shares and debentures in companies, policies of insurance and other such property as the Company may deem fit and shall acquire the same for the purposes of investment and development with a view to receiving the income therefrom; and to enter into any contracts and other arrangements of all kinds with persons having dealings with the Company on such terms and for such periods of time as the Company may from time to time determine, on a commission or fee

basis or otherwise, and to carry on any other trade or business, whatever, of a like and similar nature;

3.6 to carry on all kinds of promotion business, and, in particular, to form, constitute, float, lend money to, assist, manage and control any companies and to market, advertise or promote goods, services, material (tangible or intangible) or any other thing whatsoever;

3.7 to vary the investments and holdings of the Company as may from time to time be deemed desirable;

3.8 to act as trustee of any kind including trustee of any deeds constituting or securing any debentures, debenture stock or other securities or obligations and to undertake and execute any trust or trust business (including the business of acting as trustee under wills and settlements), and to do anything that may be necessary or assist in the obtaining of any benefit under the estate of an individual, and also to undertake the office of executor, administrator, secretary, treasurer or registrar or to become manager of any business, and to keep any register or undertake any registration duties, whether in relation to securities or otherwise;

3.9 to provide technical, cultural, artistic, educational, entertainment or business material, facilities or services and to carry on any business involving any such provision;

3.10 to carry on the business of commission agents, factors, general merchants and dealers in every description of goods, exporters and importers, concessionaires, wholesale and retail traders, carriers, warehousemen, designers, advertising contractors or agents, or trustees, brokers or agents of any company;

3.11 to manufacture, develop, process, refine, repair, purchase, sell, export, import, deal in or let on hire all kinds of goods, substances, articles, services and material (tangible and intangible) of any kind which may be advantageous to the Company or which any of the customers or other companies having dealings with the Company may from time to time require;

3.12 to provide services of any kind including the carrying on of advisory, consultancy, brokerage and agency business of any kind;

3.13 to acquire and carry on any business carried on by a subsidiary or a holding company of the Company or another subsidiary of a holding company of the Company;

3.14 to enter into any arrangements with any government or authority or person and to obtain from any such government or authority or person any legislation, orders, rights, privileges, franchises and concessions and to carry out, exercise and comply with the same;

3.15 to purchase, take on lease or in exchange, hire, renew, or otherwise acquire and hold for any estate or interest, and to sell, let or otherwise deal with or dispose of in whole or in part, and to improve, manage, develop, turn to account, grant royalty share of profits or otherwise grant licences, easements and other rights in respect of any lands, buildings, machinery, rights, stock-in-trade, business concerns, choses in action, and any other real and personal property of any kind including all of the undertaking assets of the Company and to perform any services or render any consideration and to construct, equip, alter and maintain any buildings, roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, factories, works, plant and machinery necessary or convenient for the Company's business and in each case for any consideration which may be thought fit;

3.16 to purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person firm or company carrying on any business which this Company is authorised to carry on or possessed of property suitable for the purposes of the Company or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company;

3.17 to enter into partnership or any other arrangement for sharing profits or joint adventure or co-operation with any company carrying on, engaged in or about to carry on or engage in any business or transaction within the objects of this Company or

otherwise capable of being conducted so as directly or indirectly to benefit the Company, and to subsidise or otherwise assist any such company;

3.18 to invest and deal with the monies of the Company not immediately required in or upon such investments (other than shares in the Company) and in such manner as may from time to time seem expedient;

3.19 to lend or advance money or otherwise give credit to provide financial accommodation to any company with or without security and otherwise on such terms as may seem expedient and to deposit money with any company and to carry on the business of a banking, finance or insurance company;

3.20 to borrow and raise money and accept money on deposit and to secure or discharge any debt or obligation of or binding on the Company or any other company in such manner as may be thought fit and in particular by mortgages and charges upon the undertaking and all or any of the property and assets (present and future) and the uncalled capital of the Company, or by the creation and issue on such terms as may be thought expedient of securities of any description;

3.21 to draw, make, accept, endorse, discount, execute, issue, negotiate and deal in promissory notes, bills of exchange, shipping documents and other negotiable or transferable instruments and to buy, sell and deal in foreign currencies;

3.22 to apply for and take out, purchase or otherwise acquire, sell, deal, or trade in any way in service marks and names, designs, patents, patent rights, inventions, secret processes and any form of intellectual property and to carry on the business of an inventor, designer or research organisation;

3.23 to issue and allot securities of the Company for cash or in payment or part payment for any real or personal property purchased or otherwise acquired by the Company or any services rendered to the Company or as security for any obligation or amount (even if less than the nominal amount of such securities) or for any other purpose;

3.24 to give any remuneration or other compensation or reward for services rendered or to be rendered in placing or procuring subscriptions of, or otherwise assisting in the issue of, any securities of the Company or in or about the formation of the Company or the conduct or course of its business, and to establish or promote, or concur or participate in establishing or promoting, any company, fund or trust and to subscribe for, underwrite, purchase or otherwise acquire securities of any company, fund or trust and to carry on the business of company, fund, trust or business promoters or managers and of underwriters or dealers in securities, and to act as director of and as secretary, manager, registrar or transfer agent for any other company;

3.25 to grant or procure the grant of donations, gratuities, pensions, annuities, allowances, or other benefits, including benefits on death, to any directors, officers or employees or former directors, officers or employees of the Company or any company which at any time is or was a subsidiary or a holding company of the Company or another subsidiary of a holding company of the Company or otherwise associated with the Company or of any predecessor in business of any of them, and to the relations, connections or dependants of any such persons, and to other persons whose service or services have directly or indirectly been of benefit to the Company or whom the board of directors of the Company considers have any moral claim on the Company or to their relations, connections or dependants, and to establish or support any funds, trusts, insurances or schemes (including in particular but without detracting from the generality of the foregoing any trust or scheme relating to the grant of any option over, or other interest in, any share in the capital of the Company or of any other company, or in any debenture or security of any corporation or company, including the Company) or any associations, institutions, clubs or schools, or to do any other thing likely to benefit any such persons or otherwise to advance the interests of such persons or the Company or its members, and to subscribe, guarantee or pay money for any purpose likely, directly or indirectly, to further the interests of such persons or the Company or its members or for any national, charitable, benevolent, educational, social, public, general or useful object;

3.26 to promote or assist in promoting any company or companies in any part of the world and to subscribe shares therein or other securities thereof for the purpose of carrying on any business which the Company is authorised to carry on, or for any other purpose which may seem directly or indirectly calculated to benefit the Company;

3.27 to amalgamate with any other company in any manner whatsoever (whether with or without a liquidation of the Company);

3.28 to procure the Company to be registered in any country or place in any part of the world;

3.29 to cease carrying on or wind up any business or activity of the Company and to cancel any registration of and to wind up or procure the dissolution of the Company in any state or territory;

3.30 to compensate for loss of office any directors or other officers of the Company and to make payments to any persons whose office, employment or duties may be terminated by virtue of any transaction in which the Company is engaged;

3.31 to pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company, and any company promoted by the Company, and the issue of the capital of the Company and any such other company and of and incidental to the negotiations between the promoters preliminary to the formation of the Company, and also all costs and expenses of and incidental to the acquisition by the Company of any property or assets and of and incidental to the accomplishment of all or any formalities which the Company may think necessary or proper in connection with any of the matters aforesaid;

3.32 to insure with any other company against losses, damages, risks and liabilities of all kinds which may affect the Company;

3.33 to act as directors or managers of or to appoint directors or managers of any subsidiary company or of any other company in which the Company is or may be interested;



3.34 to contribute by donation, subscription, guarantee or otherwise to any public, general, charitable, political or useful object whatsoever;

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

3.36 to do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees, subsidiaries or otherwise;

3.37 to carry on any other activity and do anything of any nature which may seem to the Company capable of being conveniently carried on or done by the Company in connection with the above, or may seem to the Company calculated directly or indirectly to benefit the Company;

3.38 to do all such things as in the opinion of the board of directors are or may be incidental or conducive to the above objects or any of them;

And it is hereby declared that for the purposes of this clause:

(a) the word 'company' in this clause shall (except where referring to the Company) be deemed to include any person or partnership or other body of persons, whether incorporated or not incorporated, and whether formed, incorporated, resident or domiciled in the United Kingdom or elsewhere;

(b) the terms 'subsidiary' and 'holding company' shall bear the same meaning as in section 736 Companies Act 1985;

(c) 'associated companies' shall mean any two or more companies if one has control of the

other or others, or any person has control of both or all of them;

(d) 'securities' shall include any fully, partly or nil paid or no par value share, stock, unit, debenture or loan stock, deposit receipt, bill, note, warrant, coupon, right to subscribe or convert, or similar right or obligation;

(e) 'and' and 'or' shall mean 'and/or';

(f) 'other' and 'otherwise' shall not be construed eiusdem generis where a wider construction is possible; and

(g) the objects specified in each paragraph of this clause shall, except if at all where otherwise expressed, be in no way limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company or the nature of any business carried on by the Company or the order in which such objects are stated, but may be carried out in as full and ample a manner and shall be construed in as wide a sense as if each of the said paragraphs defined the objects of a separate and independent company.

4. The liability of the members is limited.

5.\* The share capital of the Company is £1,050,000 divided into 1,000,000 ordinary shares of £1 each and 50,000 Preference Shares of £1 each.

\* By a Special Resolution dated 10th October 1988 the share capital of the Company was increased to £1,518,000 divided into 1,000,000 Ordinary Shares of £1 each, 50,000 Preference Shares of £1 each and 468,000 Redeemable Preference Shares of £1 each.

WE the subscribers to this Memorandum of Association wish to be formed into a Company pursuant to this Memorandum and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Names and addresses  
of Subscribers

Number of  
shares taken  
by each  
Subscriber

ROBERT SHAW 43 Mona Road West Bridgford Nottingham	Lace Manufacturer	One
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JOHN FRANCIS MEADEN 46 Melton Road West Bridgford Nottingham	Lace Manufacturer	One
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Total shares taken

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Dated the 9th day of January 1928

Witness to the above signatures:-

J.A. SIMPSON  
Solicitor  
Nottingham

LAM/a/1 - LAM22

No: 227323

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

Draft 1/10/88

ARTICLES OF ASSOCIATION

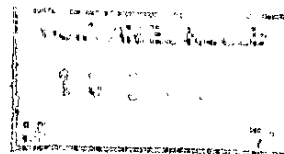
of

SPEEDO (EUROPE) LIMITED

Incorporated 13th January 1928  
(Reprinted as in force on <sup>19th</sup> October 1988)

Alsop Wilkinson  
6 Dowgate Hill  
London  
EC4R 2SS

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The Companies Act 1985  
COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION  
OF  
SPEEDO (EUROPE) LIMITED

(Adopted by special resolution  
passed on 10th October 1988)

Preliminary

1. (a) The regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (hereinafter called "Table A") shall apply to the Company save insofar as they are varied or excluded by or are inconsistent with these Articles.

(b) Regulations 3, 24, 44, 54, 64, 73 to 80 (inclusive), 84, 89, 94-98 (inclusive) and 118 of Table A shall not apply to the Company.

2. (a) Unless the context otherwise requires, references in these Articles to statutory provisions shall be construed as referring to those provisions as amended or re-enacted and from time to time in force.

(b) In these Articles, the following words shall have the following meanings unless the context otherwise requires:-

"directors" means all of the directors for the time being of the Company including any 'A' directors appointed for the time being pursuant to these Articles

"ultimate holding company" means the company which does not itself have a holding company but which is the holding company of (a) the Company or (b) any holding company of the Company or (c) any holding company of which the Company is a subsidiary taking into account any subsidiaries of that holding company

#### Share Capital

3. (A) (i) The directors shall have general and unconditional authority (limited in time as hereinafter provided) to allot any relevant

securities up to the maximum amount hereinafter laid down. The maximum amount of relevant securities which may be allotted under the authority hereby conferred shall be that which would result in the issue of all the shares in the Company unissued at the date of adoption of these Articles. Subject to Section 80 (7) of the Companies Act 1985, the authority hereby conferred shall expire five years after the date of the adoption of this Article unless renewed (with or without variation) by the Company in general meeting at any time and from time to time before or after the date on which it would otherwise have expired.

(ii) The Company may at any time and from time to time up to the expiry of the authority conferred by paragraph (a) of this Article or any renewal thereof make any offer or agreement which would or might require relevant securities to be allotted after such expiry.

(iii) Save as otherwise provided in these Articles, all unissued shares (whether forming part of the original or any increased capital) shall be at the disposal of the directors who may allot, grant

options over, offer or otherwise deal with or dispose of them to such persons, at such times and generally on such terms and conditions as they may determine and the provisions of Sections 89 (1) and 90 (1) to 90 (6) of the Companies Act 1985 shall be excluded.

(iv) In this Article "relevant securities" shall have the meaning ascribed thereto by Section 80 of the Companies Act 1985 and references to the allotment of relevant securities shall be construed in the same manner as in that section.

(B) The authorised share capital of the Company at the date of the adoption of these Articles is £1,518,000 divided into 1,000,000 Ordinary Shares of £1.00 each and 518,000 Redeemable Preference Shares of £1.00 each.

(C) Dividends and Capital

(i) The holders of the Redeemable Preference Shares shall be entitled to receive, in priority to the holders of any other class of share, and the Company shall pay, a fixed cumulative preferential dividend ("the Preference Dividend") of 7 pence per annum (exclusive of associated tax credit) in respect of each Redeemable Preference



Share. The Preference Dividend shall accrue on a daily basis and shall be paid by two equal instalments of 3.5 pence per share on 30th June and 31st December in each year, the first such payment being on 31st December 1988 in respect of the period from the date of adoption of these Articles until 31st December 1988.

(ii) On a return of capital in a winding up of the Company or otherwise the assets of the Company available for distribution among the members shall be applied in the following order:-

(a) first, in repaying to the holders of Redeemable Preference Shares an amount in respect of each Redeemable Preference Share held equal to the amount paid up thereon together with all arrears and accruals of the Preference Dividend (whether earned or declared or not) up to and including the date of repayment;

(b) secondly, the balance of such assets shall belong to and be distributed amongst the holders of the Ordinary Shares in proportion to the amount paid up or credited as paid up

(including any premium) in respect of all the Ordinary Shares then in issue.

(D) Redemption

- (i) Subject to the provisions of the Companies Act 1985, the Company at any time shall have the right to redeem all or any of the Redeemable Preference Shares for the time being outstanding and fully paid up on giving to the holders of such of the Redeemable Preference Shares as are to be redeemed not less than 30 days previous notice in writing.
- (ii) Any notice of redemption shall specify the particular Redeemable Preference Shares to be redeemed, the date fixed for redemption ("the Redemption Date") and the place at which the certificates for such shares are to be presented for redemption and upon such date each of the holders of the shares concerned shall be bound to deliver to the Company at such place the certificates for such of the shares concerned as are held by him in order that the same may be cancelled. Upon such delivery the Company shall pay to the holder (or in the case of joint holders to the holder whose name stands first in the

Register of Members of the Company in respect of such shares) the amount due to him in respect of such redemption as set out in sub-paragraph (iii) below against the delivery of a proper receipt for the redemption monies payable in respect thereof. If any certificate so delivered to the Company includes any Redeemable Preference Shares not falling to be redeemed on the relevant redemption date a fresh certificate for such Redeemable Preference Shares shall be issued to the holder or holders delivering such certificate to the Company.

(iii) There shall be paid on the redemption of each Redeemable Preference Share an amount equal to the amount paid up thereon together with all arrears and accruals of the Preference Dividend (whether earned or declared or not) calculated up to and including the Redemption Date.

(iv) The Company may redeem all or any of the Redeemable Preference Shares at any time by tender available for acceptance to all holders of the Redeemable Preference Shares alike at any price.

All Redeemable Preference Shares so purchased will be redeemed and may not be reissued.

(v) In the event of a partial redemption under the provisions of sub-paragraphs (i) or (iv) above, the Redeemable Preference Shares to be redeemed shall be selected as nearly as may be to ensure that the number of Redeemable Preference Shares of each holder thereof is thereby reduced in the same proportion.

(F) Voting

The holders of the Redeemable Preference Shares shall have no right to receive notice of or to attend and vote at General Meetings of the Company.

Transfer of Shares

4. No transfer of any share in the capital of the Company shall be made or registered without the previous written consent of the ultimate holding company (if any) which may without assigning any reason decline to give any such consent.

Proceedings at General Meetings and Votes of Members

5. In the case of a member being a corporation the signature of a director or the secretary thereof and in the case of joint holders of a share the signature of any one of such joint holders, shall be sufficient for

the purposes of passing resolutions in writing pursuant to regulation 53 of Table A--

6. Subject to any rights or restrictions for the time being attached to any class or classes of shares on a show of hands every member present in person or present by proxy or (being a corporation) present by a duly authorised representative shall have one vote and on a poll every member present in person or by proxy or (being a corporation) by a duly authorised representative shall have one vote for each share of which he is the holder. In the case of a member being a corporation a director or the secretary thereof shall be deemed to be a duly authorised representative for the purpose of this Article.

7. In regulation 59 of table A the words "on a poll votes may be given either personally or by proxy" shall be omitted and the following sentence shall be added at the end of that regulation "A proxy need not be a member of the Company".

8. In regulation 62 of Table A after the words "so permitted shall" the words "unless the directors otherwise determine" shall be inserted.

#### Directors

9. (a) Unless and until otherwise determined by the Company by ordinary resolution, the directors shall be not less than one in number. If and so long as there is a sole director, such director may act alone in exercising all the powers and authorities vested in the directors. Any director, including a sole director, may be an individual or a body corporate.

(b) The directors shall have power at any time and from time to time to appoint any person to be a director either to fill a casual vacancy or as an additional director.

(c) Notwithstanding and without prejudice to the powers of the directors under paragraph (b) of this Article the Company may by ordinary resolution or the ultimate holding company of the Company may by an instrument in writing signed by a director of such ultimate holding company at any time and from time to time appoint any person or persons to be an 'A' director or 'A' directors of the Company either to fill a casual vacancy or as an additional director or directors.

10. Notwithstanding and without prejudice to the powers of the Company under section 303 of the Companies Act 1985 to remove a director by ordinary

resolution, a member or members holding a majority in nominal amount of the issued ordinary shares for the time being in the Company and/or the ultimate holding company of the Company shall have power at any time and from time to time to appoint any person or persons as a director or directors either as additional director or to fill any vacancy and to remove from office any director howsoever appointed (including without limitation any 'A' Director). Any such appointment or removal shall be effected by an instrument in writing signed by the member or members making the same or in the case of a member being a company or in the case of the ultimate holding company of the Company signed by one of its directors on its behalf, may consist of several documents in the like form each signed by or on behalf of a member as aforesaid and shall take effect upon communication to the registered office of the Company by physical delivery or by any means of telecommunication which produces an independent written facsimile or other documentary record of what is communicated. Regulation 81 shall be amended accordingly.

11. In regulation 67 of Table A all words after "his appointor ceases to be a director" shall be omitted.

12. A director and alternate director shall not require a share qualification but nevertheless shall be entitled to attend and speak at any general meeting of the Company and at any separate meeting of the holders of any class of shares in the Company.

#### Borrowing Powers

13. So long as the Company is a subsidiary the directors shall not exercise any rights to borrow or raise money in any manner contrary to the restrictions on borrowing imposed upon such holding company and its subsidiaries by such holding company's Articles of Association or by any agreement made by such holding company Provided always that no lender or other person dealing with the Company shall be concerned to see or inquire whether the restrictions imposed by this Article are observed and provided also that no debt incurred security given or transaction entered into in contravention of such restrictions shall be invalid or ineffectual except in the case of express prior notice to the lender or the recipient of the security or other party to the transaction entered into that the restrictions or any of them hereby imposed would be thereby infringed.



Powers and Duties of Directors

14. A director may vote in respect of any contract or arrangement in which he is interested and shall be counted in the quorum present at the meeting notwithstanding such interest.

15. In regulation 72 of Table A the second sentence shall be omitted and the directors shall not delegate any of their powers to any committee without the prior written consent of all of the 'A' directors for the time being holding office. Regulation 72 shall be amended accordingly.

Directors Holding Executive Office

16. The directors may from time to time appoint any one or more of their body to be holder of any executive office for such period and on such terms and with or without such title or titles (including but not limited to chairman, vice or deputy chairman, managing director, chief executive, and joint deputy or assistant managing director or chief executive) as they think fit. A director holding any such office (whether appointed as aforesaid or otherwise) shall (subject to the terms of any contract between him and the Company) be subject to the same provisions as to resignation and

removal as the other directors of the Company and if he shall vacate the office of director or (subject as aforesaid) if the directors resolve that his term of office as holder of such executive office as aforesaid be determined, his appointment as such shall ipso facto determine.

17. A director appointed to any such office shall receive such remuneration (whether by way of salary, commission, participation in profits, provision for retirement or insurance benefit, or partly in one way and partly in another, or otherwise) as the directors may determine.

18. The directors may entrust to and confer upon any director appointed to any such office any of the powers exercisable by them as directors, other than the power to make calls or forfeit shares, upon such terms and conditions and with such restrictions as they think fit, and either collaterally with or to the exclusion of their own powers, and may from time to time revoke, withdraw, alter or vary all or any of such powers.

#### Disqualification of Directors

19. Any person may be appointed a director whatever may be his age and shall not be required to vacate his

office by reason of his attaining or having attained the age of seventy years and sub-clause (a) of regulation 81 of Table A shall be deemed not to require a Director to retire by virtue of Section 293 of the Companies Act 1985.

#### Proceedings of Directors

20. (a) If and so long as there is a sole director the quorum necessary for the transaction of the business of the directors shall be one.

(b) Subject to Article 21(c) below if and so long as there is more than one director the quorum necessary for the transaction of the business of the directors may be fixed by the directors, and unless so fixed shall be two.

(c) Notwithstanding Article 21(a) and 21(b) above if and so long as there is one or more 'A' directors holding office for the time being then the quorum necessary for the transaction of the business of the directors shall include all such 'A' directors for the time being holding office except that any 'A' director may by written notice deposited at the registered office of the Company waive the requirements of this Article 21(c) to the effect that it shall not be

necessary to include him in reckoning a quorum of any meeting of the directors and such notice may relate to a particular meeting of the directors or may be in the form of a general waiver subject to such waiver being revoked in writing by such 'A' director or be subject to any other terms and conditions as the 'A' director may specify. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum.

21. Any question arising at a meeting of directors shall be decided by a majority of votes and unless a Special Vote is requested by any 'A' director each director present shall have one vote. A Special Vote may be demanded at any time by any 'A' director whereupon the 'A' directors present at such meeting shall have together such number of votes as is equal to one more than the aggregate number of votes capable of being cast thereat by directors other than the 'A' directors and the total number of votes capable of being exercised by the 'A' directors present shall be exercisable by them in equal shares.

22. Any director or member of a committee of the board may participate in a meeting of the directors or such committee by means of telephone or similar

communications equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting.

#### Indemnity

23. To the extent not avoided by the provisions of the Companies Act 1985, every director or other officer and auditor of the Company shall be indemnified out of the assets of the Company against all costs, charges, expenses, losses and liabilities which he may sustain or incur in or about the execution of his office or otherwise in relation thereto and, in particular but without prejudice to the generality of the foregoing, shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under the Companies Act 1985 in which relief is granted to him by the Court.

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