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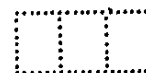
THE COMPANIES ACTS 1948 TO 1976

Declaration of compliance with the requirements of the Companies Acts 1948 to 1976 on application for registration of a company

Pursuant to section 15 (2) of the Companies Act 1948 as amended by the Companies Act 1976

For official use

13898851



Please do not write in this binding margin



Please complete legibly, preferably in black type or bold black lettering.

*Delete if inappropriate.

Name of Company

HOULTS HOLDINGS	Limited*
-----------------	----------

I, David Hardmanof Lloyds Bank Chambers Collingwood StreetNewcastle upon Tyne NE1 1JPdo solemnly and sincerely declare that I am a Solicitor of the Supreme Court engaged in the formationof Hoults Holdings

Limited*

and that all the requirements of the Companies Acts 1948 to 1976 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 Newcastle upon Tynethe 5TH day of SEPTEMBEROne thousand nine hundred and seventy eightbefore me, GeorgeA Commissioner for Oaths Solicitor

†For Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths.

Presentor's name, address and reference (if any):

Maughan and Hall
Lloyds Bank Chambers
Collingwood Street
Newcastle upon Tyne
NE1 1JP

Ref: DH/NC/MFSFor official use
General section

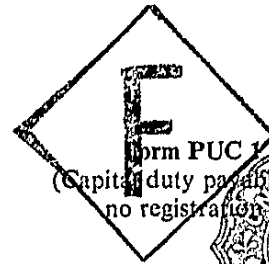
Post room



1389885

2

Number of Company.....



**STATEMENT ON FORMATION OF A COMPANY TO BE INCORPORATED
WITH LIMITED LIABILITY UNDER THE COMPANIES ACT 1948**
Pursuant to Part V of the Finance Act 1973

Name of Company..... HOULTS HOLDINGS LIMITED

A Nominal capital*..... £150,000 divided into 150,000 Ordinary Shares

B Nominal value of each share..... £1

C Number and description of shares taken on incorporation*..... 2 Ordinary Shares

D Total amount payable on each† (including premium if any)..... £1

E Amount paid or due and payable on each†..... £1

F Total amount paid or due and payable in respect of C..... £2

G Capital duty payable on F at £1 per £100 or part of £100..... £1

I hereby certify that the above particulars are correct in all respects.

Signed..... [Signature]

Description..... Solicitor engaged in the formation of the Company

Date..... 17. Aug 1978

* Distinguish between Preference, Ordinary, Redeemable Preference, etc. shares.

† If amounts are contributed otherwise than in cash, that fact with full particulars must be stated.

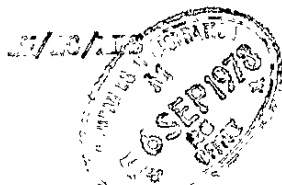
Note: This form must be delivered to the Registrar of Companies when applying for incorporation of the company.

Presented by:

Maughan and Hall
Eloyds Bank Chambers
Collingwood Street
Newcastle upon Tyne
NE1 1SP

For official use only:

Presentor's reference:



Oyez Publishing Limited, Oyez House, 237 Long Lane, London SE1 4PU a subsidiary of The Solicitors' Law Stationery Society Limited.

COMPANY LIMITED BY SHARES

Memorandum of Association

OF

HOULTS HOLDINGS LIMITED



1. The name of the Company is HOULTS HOLDINGS LIMITED Name
2. The registered office of the Company will be situate in England. Office
3. The objects for which the Company is established are :- Objects
 - (A) (i) To carry on the business of an investment-holding and property-holding company, and for that purpose to acquire by subscription, purchase; lease, concession, grant, licence, exchange or otherwise and hold by way of investment shares, stocks, debentures, debenture stock, funds, mortgages, obligations and securities of any kind, and land, buildings and hereditaments of any tenure of description and any estate or interest therein and any right over or connected therewith including (without limiting the generality of the foregoing) freehold or leasehold ground rents, reversions, mortgages and charges.
 - (ii) To carry on all or any of the businesses of general carriers, transport, cartage and haulage contractors, shipping, forwarding and commission agents, household, office and furniture removers, and removers of all kinds of personal property, vehicle repairers, warehousemen, storers, packers, wharfingers, ship chandlers, lightermen, carriers of goods, mail order distributors, auctioneers, appraisers, valuers, brokers, insurance brokers and surveyors; to undertake the storage, warehousing, packing, removal, carrying, delivery, purchase, sale, exchange, mortgaging, pledging, letting and exhibiting of personal property of every description and to act as agents for the depositors of any such personal property in effecting sales, exchanges, mortgages, pledges and purchases thereof, in collecting, paying and remitting the proceeds of such transactions; and to purchase or otherwise acquire and to sell, let or otherwise dispose of and deal in personal property of every description.

SEP 1978 215.0000

- (B) To carry on any other trade or business whatsoever which can, in the opinion of the Board of Directors, be advantageously carried on by the Company in connection with or as ancillary to any of the above businesses or the general business of the Company.
- Acquire lands
property
rights and
privileges (C) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, vehicles, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof, or which may enhance the value of any other property of the Company.
- Construct roads
railways
buildings etc (D) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, garages, factories, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above.
- Borrow money (E) To borrow or raise or secure the payment of money, and for those or other purposes including in particular (but without prejudice to the generality of the foregoing), the giving of collateral security for any guarantee by the Company or for any obligation of the Company's holding company (if any) or any subsidiary of the Company or of such holding company or any company otherwise associated with the Company in business, to mortgage or charge the undertaking and all or any part of the property and rights of the Company, present or after acquired, including uncalled capital, and to create and issue redeemable debentures or debenture stock, bonds or other obligations.
- Mortgage
undertaking (F) To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration, and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company, or of any other person or corporation, by a trust deed or other assurance.
- Issue
securities (G) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of any other person or corporation.
- (H) To receive money on deposit or loan upon such terms as the Company may approve, and to guarantee the obligations and contracts of other persons or corporations, and generally to give guarantees and indemnities and in particular (but without prejudice to the generality of the foregoing) to guarantee the payment of moneys secured by or payable under or in respect of or the performance of shares, debentures,

debtenture stock, bonds, mortgages, charges, securities, obligations and contracts of any company, whether British, Commonwealth or foreign, or of any authority, supreme, municipal, local or otherwise, or of any person whomsoever whether corporate or unincorporate including in particular (but without prejudice to the generality of the foregoing) the Company's holding company (if any) or any subsidiary of the Company or of such holding company or any company otherwise associated with the Company in business.

- (I) To lend and advance money or give credit to such persons or companies and on such terms as may seem expedient, and in particular to customers and others having dealings with the Company, and generally to act as bankers for customers and others.
- (J) To grant pensions, allowances, gratuities and bonuses to any persons (including Directors and other officers) who may be or have been in the employment or service in any capacity of the Company or of any subsidiary company of the Company or of the predecessors in business of the Company or of any such subsidiary company or the dependents or connections of such persons, to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory) with a view to providing pensions or other benefits for any such persons as aforesaid, their dependents or connections, and to support or subscribe to any associations, funds or institutions, the support of which may, in the opinion of the Directors, be calculated directly or indirectly to benefit the Company or its employees, and to institute and maintain any club or other establishment or profit-sharing scheme calculated to advance the interests of the Company or its officers or employees.
- (K) 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.
- (L) To pay all preliminary expenses of the Company and of any company promoted by the Company and of any company in which the Company is or may contemplate being interested, including in such preliminary expenses all or any part of the costs and expenses of the owners of any business or property acquired by the Company.
- (M) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable or transferable instruments.
- (N) To subscribe for, take or otherwise acquire and hold shares, stock, debentures or other securities of any other company and to invest and deal with the moneys of the Company not immediately required for the purposes of its business in any manner.
- (O) To pay for any property or rights acquired by the Company, either in cash or fully or partly paid-up shares, with or without preferred or deferred or guaranteed rights in respect of dividend or repayment of capital or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another,
- Grant pensions and subscribe to charities
- Act as Directors or Managers
- Pay preliminary expenses
- Make and accept bills etc
- Invest

and generally on such terms as the Company may determine.

Accept
payment in
cash or
shares

- (P) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or guaranteed rights in respect of dividend or repayment of capital or otherwise, or in debentures, mortgage debentures, debenture stock, mortgages or securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.

Enter into
partnership

- (Q) To enter into any partnership, joint-purse arrangement, arrangement for sharing profits, union of interests, reciprocal concession or co-operation with any company, firm or person carrying on or proposing to carry on any business which the Company is authorised to carry on, 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.

Promote
companies

- (R) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of the Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of the Company, and to acquire and hold or dispose of shares, stock or securities of and guarantee the payment of the dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.

Acquire
other
business or
property

- (S) 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 or property suitable for the purposes of the Company.

Close down
business

- (T) To close, abandon and give up any works or businesses at any time not required by the Company.

Sell or
otherwise
deal with
undertaking

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

Amalgamate

- (V) To amalgamate with any other company whose objects are or include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding-up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.

- | | | |
|-----|--|--|
| (W) | 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. | Distribute assets in specie |
| (X) | 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 or otherwise. | Act as and through agents trustees etc |
| (Y) | To do all such things as are incidental or conducive to the attainment of the above objects or any of them. | Generally do all things conducive to above |

And it is hereby declared (1) that the word "company" in this clause except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether corporate or unincorporate and whether domiciled in the United Kingdom or elsewhere, and (2) that, except where the context expressly so requires, none of the several paragraphs of this clause, or the objects therein specified, or the powers thereby conferred, shall be limited by or be deemed merely subsidiary or auxiliary to any other paragraph of this clause, or the objects in such other paragraph specified or the powers thereby conferred.

4. The liability of the members is limited.

5. The share capital of the Company is £150,000 divided into 150,000 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 as to dividend, capital, voting or otherwise, and such special rights, privileges, conditions and restrictions may at any time, as well before as during liquidation, be altered, abandoned, modified or dealt with in manner provided by the Articles of Association of the Company for the time being, but not otherwise.

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.

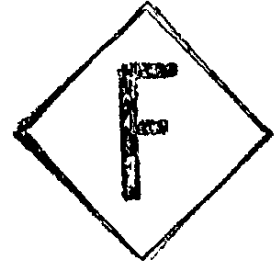
NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	Number of Shares taken by each Subscriber
<i>J. S. Pickett,</i> <i>Lloyds Bank Chambers,</i> <i>Collierywood Street,</i> <i>Newcastle upon Tyne, NE1 1JP.</i> <i>Solicitor</i>	<i>One</i>
<i>Reginald H. Kellett</i> <i>Lloyds Bank Chambers,</i> <i>Collierywood Street,</i> <i>Newcastle upon Tyne,</i> <i>NE1 1JP</i> <i>Solicitor</i>	<i>One</i>

Dated this 18TH day of AUGUST 1978

Witness to the above Signatures—

D. Hartman
Lloyds Bank Chambers
Collierywood Street
Newcastle upon Tyne
NE1 1JP
(Solicitor)

COMPANY LIMITED BY SHARES



Articles of Association

OF

HOULTS HOLDINGS LIMITED

PRELIMINARY

1. Subject as hereinafter provided, the Regulations contained in or made applicable by Part II of Table A, in the First Schedule to the Companies Act, 1948 (hereinafter referred to as "Table A, Part II") shall apply to the Company.
2. Regulations 24, 53, 75, 77, 79, 88, 89, 90, 91, 92, 96, 97, 99, 106 and 136 of Part I of Table A, in the said Schedule (hereinafter referred to as "Table A, Part I") shall not apply to the Company, but the Articles hereinafter contained and the remaining Regulations of Table A, Part I, and Regulations 2 and 5 of Table A, Part II, shall constitute the Regulations of the Company.
3. In these Articles, words importing the singular number only shall, where the context so permits, include the plural number and vice versa.

SHARES

4. The initial capital of the Company is £150,000 divided into 150,000 Ordinary Shares of £1 each.
5. (i) All unissued shares shall be at the disposal of the Directors, who may allot, grant options over or otherwise deal with or dispose of the same to such persons, at such times and generally on such terms as they think proper subject to sub-clause (ii) of this Article and to Regulation 2 of Table A, Part II, but so that no shares shall be issued at a discount, except in accordance with the provisions of Section 75 of the Act.

(ii) Subject always to the provisions of these Articles any original Ordinary Shares for the time being unissued and any new Ordinary Shares from time to time to be created, shall (except as the Company may by Ordinary Resolution otherwise determine) before they are issued, be offered to the Members in proportion as nearly as may be to the number of Ordinary Shares held by them (but so that fractions of a new share may be excluded) on the terms that in case of competition the shares so offered shall

be allotted to the applicants in proportion (as nearly as may be and without allotting to any applicant a greater number of shares than applied for) to their then holding of Ordinary Shares. Such offer shall be made by notice in writing specifying the number of Ordinary Shares offered and limiting the time in which the offer if not accepted will lapse and determine, 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 Ordinary 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 and subject as aforesaid dispose of any such new or original Ordinary Shares which by reason of the proportion borne by them to the number of persons entitled to any such offer as aforesaid or by reason of any other difficulty in apportioning same cannot in the view of the Directors be eventually offered in the manner aforesaid.

TRANSFER AND TRANSMISSION OF SHARES

6. Subject to the provisions of Regulation 24 of Table A, Part I, any share may at any time be transferred to a person who is already a member of the Company. Save as aforesaid, the Directors may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any share, whether or not it is a fully paid share. Any direction (by way of renunciation, nomination or otherwise) by a member entitled to an allotment of shares, to the effect that such shares or any of them be allotted or issued to some person other than himself, shall for the purpose of this Article be deemed to be a transfer, and the Directors shall accordingly be entitled to decline to register such person as the holder thereof.

7. The instrument of transfer of a fully paid share need not be executed by or on behalf of the transferee and Regulation 22 of Table A, Part I, shall be modified accordingly.

8. The proviso to Regulation 32 of Table A, Part I, shall be omitted.

PROCEEDINGS AT GENERAL MEETINGS

9. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the Meeting proceeds to business; save as herein otherwise provided two members present in person shall be a quorum.

DIRECTORS

10. Subject as hereinafter provided the number of Directors shall be not less than two nor more than five. Any person may be appointed or elected as a Director whatever may be his age, and no Director shall be required to vacate office by reason of his attaining or having attained the age of seventy years or any other age. The first Directors shall be appointed by the Subscribers to the Memorandum of Association by a memorandum in writing under their hands, either with or without a meeting, and until such Directors are appointed the Subscribers to the Memorandum of Association shall be deemed to be Directors. The Company may by Ordinary Resolution from time to time vary the minimum number and/or the maximum number of Directors.

11. A Director shall not require a share qualification, but shall nevertheless be entitled to attend and speak at any General Meeting, or Separate Meeting of the holders of any class of shares of the Company.

BORROWING POWERS

12. The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or any third party.

POWERS AND DUTIES OF DIRECTORS

13. A Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration; and Regulation 84 of Table A, Part I, shall be modified accordingly.

14. (i) 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.

(ii) A resolution in writing signed by all the Directors shall be as effective as a resolution passed at a meeting of the Directors duly convened and held and may consist of several documents in like form each signed by one or more of the Directors.

(iii) The Directors may dispense with the keeping of attendance books for meetings of the Directors or committee of the Directors. Regulation 86 shall be modified accordingly.

APPOINTMENT AND DISQUALIFICATION OF DIRECTORS

15. The words "and may also determine in what rotation the increased or reduced number is to go out of office" in Regulation 94 of Table A, Part I, shall be omitted.

16. The words "but shall not be taken into account in determining the Directors who are to retire by rotation at such Meeting" in Regulation 95 of Table A, Part I, shall be omitted.

17. The office of a Director shall be vacated :-

(1) If by notice in writing to the Company he resigns the office of Director;

(2) If he becomes bankrupt or enters into any arrangement with his creditors;

(3) If he is prohibited from being a Director by an Order made under any of the provisions of Section 188 of the Act or Section 28 of the Companies Act 1976;

(4) If he becomes of unsound mind;

(5) If he is removed from office under Section 184 of the Act.

18. Without prejudice to the provisions of Section 184 of the Act, the Company may by Ordinary Resolution remove any Director before the expiration of his period of office, and may by Ordinary Resolution appoint another Director in his stead.

19. In regulation 107 of Table A, Part I, the words "a Director so appointed shall not, whilst holding that office, be subject to retirement by rotation or be taken into account in determining the rotation of retirement of Directors, but his appointment shall be automatically determined if he ceases from any cause to be a

Director", shall be omitted and the following words substituted therefor: "The appointment of a Director so appointed shall be automatically determined if he shall cease, from any cause, to be a Director."

INDEMNITY

20. Every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including 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 Section 448 of the Act in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 205 of the Act.

ALTERNATE DIRECTORS

21. (i) Any Director may at any time by writing under his hand and deposited at the registered office, or delivered at a meeting of the Directors, appoint any person to be his alternate Director and may in like manner at any time terminate such appointment. Such appointment, unless previously approved by the Directors, shall have effect only upon and subject to being so approved.
- (ii) The appointment of an alternate Director shall determine on the happening of any event which if he were a Director would cause him to vacate such office or if his appointor ceased to be a Director (retirement at any General Meeting at which the Director is re-elected being for such purpose disregarded).
- (iii) An alternate Director shall (except when absent from the United Kingdom) be entitled to receive notices of meetings of the Directors and shall be entitled to attend and vote as a Director at any such meeting at which his appointor is not personally present and generally at such meeting to perform all functions of his appointor as a Director and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he were a Director. If his appointor is for the time being absent from the United Kingdom or temporarily unable to act through ill-health or disability his signature to any resolution in writing of the Directors shall be as effective as the signature of his appointor. An alternate Director shall not (save as aforesaid) have power to act as a Director nor shall he be deemed to be a Director for the purpose of these Articles.
- (iv) An alternate Director may be repaid expenses, and shall be entitled to be indemnified, by the Company to the same extent mutatis mutandis as if he were a Director but he shall not be entitled to receive from the Company any remuneration except only such proportion (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

J. S. Lester,
Lloyds Bank Chambers,
Colliingwood Street,
Newcastle upon Tyne NE1 1TP
Solicitor

Reg. H. Kellett,
Lloyds Bank Chambers,
Colliingwood Street,
Newcastle upon Tyne,
NE1 1TP
Solicitor

Dated this 18th day of AUGUST 1978

Witness to the above Signatures—

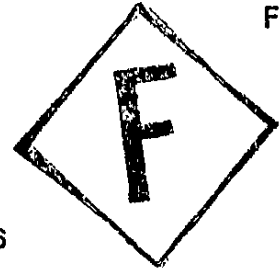
D. Hardman
Lloyds Bank Chambers
Colliingwood Street
Newcastle upon Tyne
NE1 1TP
(Solicitor) ✓

THE COMPANIES ACTS 1948 TO 1976

Form No. 1

Statement of first directors and
secretary and intended situation
of registered office

Pursuant to Sections 21 and 23(2) of the Companies Act 1976



1

Please do not
write in this
binding margin



Please complete
legibly, preferably
in black type, or
bold black lettering

*delete if
inappropriate

Company number

1389885

Name of Company

MOULTS HOLDINGS	Limited*
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The intended situation of the registered office of the company
on incorporation is as stated below

Ford Depositories
Walker Road
Newcastle upon Tyne 6

If the memorandum is delivered by an agent for the subscribers of
the memorandum, please mark 'X' in the box opposite and insert the
agent's name and address below

X

Maughan and Hall	Lloyds Bank Chambers
Collingwood Street	
Newcastle upon Tyne	NE1 1JP

If the spaces provided on page 2 are insufficient and use has been made
of continuation sheets (see note 1), please enter in the box opposite
the number of continuation sheets which form part of this statement

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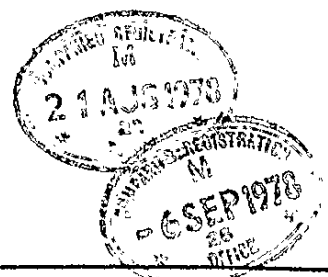
Presentor's
reference (if any) :

NC

For official use

General section

Post room



The name(s) and particulars of the person who is, or the persons who are, to be the first director or directors of the company are as follows:

Please do not write in this binding margin



Important
The particulars to be given are those referred to in section 21(2)(a) of the Companies Act 1976 and section 200(2) of the Companies Act 1948. Please read the notes on page 4 before completing this part of the form.

Name (note 2)	Frederick Wilson Hoults	Business occupation
		Company Director
Former name(s) (note 3)		Nationality
Address (note 4)	Sycamore Lodge	British
	Melbury Road	Date of birth (where applicable) (note 6)
	Newcastle upon Tyne 7	
Particulars of other directorships (note 5)		
Hoults Limited, Hoults Estates Limited, Hoults (Cumberland) Limited, Hoults (London) Limited, Hoults (South West) Limited, J Ramshaw Limited,		
John Dixon (Piano Removers) Limited, William Patterson Limited		
I hereby consent to act as director of the company named on page 1		
Signature <i>F. W. Hoults</i>		Date 18 TH AUGUST 1978

Name (note 2)	Beatrice Hoults	Business occupation
		Company Director
Former name(s) (note 3)		Nationality
Address (note 4)	Flat 8	British
	Grove House The Grove	Date of birth (where applicable) (note 6)
	Newcastle upon Tyne 3	
Particulars of other directorships (note 5)		
Hoults Limited, Hoults Estates Limited, Hoults (Cumberland) Limited, Hoults (London) Limited, Hoults (South West) Limited, J Ramshaw Limited,		
John Dixon (Piano Removers) Limited, William Patterson Limited		
I hereby consent to act as director of the company named on page 1		
Signature <i>B. Hoults</i>		Date 18 TH AUGUST 1978

Name (note 2)		Business occupation
Former name(s) (note 3)		Nationality
Address (note 4)		Date of birth (where applicable) (note 6)
Particulars of other directorships (note 5)		
I hereby consent to act as director of the company named on page 1		
Signature		Date

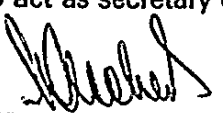
Please do not
write in this
binding margin



Important

The particulars
to be given are
those referred to
in section 21(2)(b)
of the Companies
Act 1976 and
section 200(3) of
the Companies Act
1948. Please read
the notes on page 4
before completing
this part of the form

The name(s) and particulars of the person who is, or the persons who are,
to be the first secretary, or joint secretaries, of the company are as follows:

Name (notes 2 & 7)	David Archer
Former name(s) (note 3)	
Address (notes 4 & 7)	11 Ferndale
	Belmont
	Durham
I hereby consent to act as secretary of the company named on page 1	
Signature	 Date 18 th AUGUST 1978

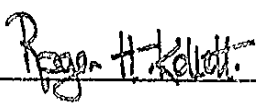
Name (notes 2 & 7)	
Former name(s) (note 3)	
Address (notes 4 & 7)	
I hereby consent to act as secretary of the company named on page 1	
Signature	Date

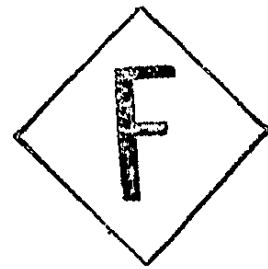
*as required by
Section 21(3) of
the Companies
Act 1976

Signed by or on behalf of the subscribers of the memorandum*

†delete as
appropriate

Signature  [Subscriber] [Agent]† Date 18th August 1978

Signature  [Subscriber] [Agent]† Date 18th August 1978



CERTIFICATE OF INCORPORATION

No. 1389885

I hereby certify that

MOULTS HOLDINGS LIMITED

is this day incorporated under the Companies Acts 1948 to 1976 and that the
Company is Limited.

Given under my hand at Cardiff the **19TH SEPTEMBER 1978**

Registrar of Companies

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THE COMPANIES ACTS 1948 to 1976

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTIONS

of

HOULTS HOLDINGS LIMITED

Passed the 13th day of November 1978

At an EXTRAORDINARY GENERAL MEETING of the above named Company duly convened and held at Lloyds Bank Chambers Collingwood Street Newcastle upon Tyne on the 13th November 1978 the following Resolutions were duly passed as SPECIAL RESOLUTIONS of the Company:-

RESOLUTIONS

1. THAT 25,000 of the unissued Ordinary Shares of £1 each in the capital of the Company be and each of the same is hereby converted into one Redeemable Convertible Preferred Ordinary Share of £1 having the rights attached thereto by the Articles of Association of the Company as altered by the Resolution numbered 2 to be proposed at this Meeting;
2. THAT the Articles of Association of the Company be altered in the following manner:

A. By substituting for Article 4 thereof the following new Article:-

"4 (i) The authorised share capital of the Company as at the date of adoption of this Article is £150,000 divided into 25,000 Redeemable Convertible Preferred Ordinary Shares of £1 each (hereinafter called Convertible Shares") and 125,000 Ordinary Shares of £1 each

(ii) The following rights privileges and provisions shall apply to the Convertible Shares:-

(A) AS REGARDS INCOME AND AS REGARDS CAPITAL: The Convertible Shares shall confer upon the holders thereof:-

(1) the right to be paid out of the profits of the Company available for dividend and resolved to be distributed in respect of any financial year or other period for which the accounts of the Company are made up half yearly on the 30th June and 31st December in each year a fixed cumulative preferential dividend at the rate of 10 per cent per annum on the capital for the time being paid up thereon; and

(ii) the right on a repayment of capital in a winding-up or on a reduction of capital to be paid in priority to any payment in respect of any other class of shares the capital paid up on the Convertible Shares.

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(B) Save as hereinbefore mentioned the Convertible Shares shall not confer upon the holders thereof any right to participate in the profits or assets of the Company.

(C) AS REGARDS CONVERSION;

(i) A holder of Convertible Shares shall be entitled at any time during the period expiring on the 13th November 1988 (hereinafter called "the Conversion Period") to convert all or any of his Convertible Shares into fully paid Ordinary Shares of £1 each at the rate of £1 nominal value of Ordinary Shares for every £1 nominal value of Convertible Shares (such rate, as adjusted from time to time under sub-paragraph (v) below, being hereinafter called "the conversion rate").

(ii) The right to convert shall be exercisable at any time during the Conversion Period by completing the notice of conversion endorsed on the certificate relating to the Convertible Shares to be converted and delivering the same together with such other evidence as the Directors may reasonably require to prove the title of the person exercising the right to the registered office of the Company. Notice of conversion once given may not be withdrawn. The Company shall give to the holders of Convertible Shares notice in writing of any change in the registered office of the Company.

(iii) On conversion, fractions of Ordinary Shares will not be allotted but will be aggregated and sold at the best price reasonably obtainable and the net proceeds distributed pro rata among the persons entitled thereto.

(iv) The Ordinary Shares to which any holder of Convertible Shares shall become entitled in consequence of exercising his right to convert shall be allotted not later than 14 days after the date of delivery of the relevant notice of conversion (each such date being hereinafter called a "Conversion Date") and shall rank for all dividends and (unless adjustments shall have been made under sub-paragraph (v) below) other distributions declared paid or made upon the Ordinary Share capital in respect of the financial year of the Company in which the relevant Conversion Date falls and in all other respects pari passu with the Ordinary Shares in issue at the relevant Conversion Date save that they shall not rank for any dividends or other distributions declared paid or made in respect of any earlier financial year of the Company than that in which the relevant Conversion Date falls but the holder on the Conversion Date of Convertible Shares to be converted on that date shall be entitled to rank for the said cumulative preferential dividend on such Convertible Shares up to and including the end of the last financial year or other period for which accounts of the Company are made up prior to that Conversion Date PROVIDED that nothing in this sub-paragraph shall entitle the holder of the Convertible Shares to rank for any such dividends or other

distributions declared paid or made in respect of any financial year of the Company in which such holder shall have received the said cumulative preferential dividend

(v) So long as any of the Convertible Shares are capable of being converted into Ordinary Share capital:

(1) If subject to the provisions of paragraph (D) below the Company shall make to holders of the Ordinary Shares any issue of fully paid Ordinary Share capital pursuant to a capitalisation of profits or reserves (including share premium account and capital redemption reserve fund) such issue shall be made only to the holders of the Ordinary Shares and shall be in the form of fully paid Ordinary Shares of the same class as the Ordinary Shares in issue at 13th November, 1978 and the conversion rate shall with effect immediately after the record date for such capitalisation issue be adjusted by multiplying it by a fraction of which the numerator shall be the nominal amount of the issued and fully paid Ordinary Share capital immediately before such capitalisation and the denominator shall be the nominal amount of such capital immediately after and as increased by such capitalisation;

(2) If subject to the provisions of paragraph (D) below any offer or invitation is made to holders of the Ordinary Shares to subscribe for or purchase shares or other securities (including options therefor) of the Company or any other company, the Company shall make or, so far as it is able, procure that there is made at the same time a like offer or invitation to the holders of the Convertible Shares as if their respective holdings of Convertible Shares had previously been converted in full on and with effect from the record date for such offer or invitation at the conversion rate then applicable.

(vi) If an offer is made to all holders of the Ordinary Shares (or all such holders other than the offeror and/or any company controlled by the offeror and/or persons associated or acting in concert with the offeror) to acquire the whole or any part of the issued Ordinary Share capital, the Company shall, so far as it is able, procure that a prior or contemporaneous offer, proposal, scheme or other arrangement shall have been, or shall be made or put to the holders of Convertible Shares on terms similar to those offered to the holders of the Ordinary Shares as if their respective holdings of Convertible Shares had previously been converted in full at the conversion rate then applicable; but if no such offer, proposal, scheme or other arrangement shall have been so made or put and the Company becomes aware that the right to cast more than 50 per cent of the votes which may ordinarily be cast on a poll at a General Meeting of the Company has or will become vested in the

offeror and/or any company controlled by the offeror and/or persons associated or acting in concert with any offeror, the Company shall give notice to the holders of Convertible Shares of such fact within 14 days of its becoming so aware

(vii) If at any time prior to the date upon which the Convertible Shares become incapable of conversion and subject to the provisions of paragraph (D) below a resolution is passed or an order is made for the winding up of the Company, the Company shall promptly give notice in writing thereof to all holders of Convertible Shares then outstanding and thereupon each such holder shall in respect of all or any of his Convertible Shares be entitled within six weeks after the giving of such notice by the Company by notice in writing to the Company to elect to be treated as if the right to convert had been exercisable and exercised by him on the day prior to the commencement of the winding-up at the conversion rate then applicable. Each such shareholder shall in respect of the Convertible Shares specified in his notice be entitled to be repaid in respect thereof a sum equal to the amount to which he would have become entitled in such winding-up if he had been the holder of the Ordinary Share capital (including any fraction of an Ordinary Share) to which he would have become entitled by virtue of such deemed conversion but shall not be entitled to receive any arrears or accruals of the fixed preferential dividend on the Convertible Shares, in respect of which such notice shall have been given, not declared prior to the passing of such resolution or the making of such order.

(viii) The Company shall send to the holders of the Convertible Shares a copy of every document sent to the holders of the Ordinary Shares at the same time the same is sent to the holders of the Ordinary Shares. In addition notice of any event effecting a change in the conversion rate in accordance with this Article shall forthwith be given to the holders of the Convertible Shares.

(x) On the 13th November, 1988 any Convertible Shares then outstanding shall be redesignated as Redeemable Preferred Ordinary Shares of £1 each.

(D) AS REGARDS MATTERS REQUIRING CONSENT OF THE HOLDERS OF CONVERTIBLE SHARES: So long as any Convertible Shares remain capable of being converted into Ordinary Share capital without the consent of a majority in value of the holders of the Convertible Shares:-

(i) no resolution shall be passed for increasing consolidating dividing sub-dividing or converting into stock its share capital or any part thereof or creating any new class of shares cancelling any unissued shares reducing its share capital or repaying any amount standing to the credit of any share premium account or capital redemption reserve fund or otherwise reorganizing or reconstructing its share capital or any part thereof

(ii) no alteration shall be made to Clause 3 of the Memorandum of Association of the Company or to the Articles of Association of the Company

(iii) no resolution shall be passed to wind up the Company

(iv) no resolution shall be passed whereby the rights attaching to its issued share capital shall be varied

(v) no allotments or issues of any shares or options or rights over any shares or rights to subscribe for shares or to convert any obligations into shares shall be made or granted or agreed to be made or granted

(vi) (without prejudice to the generality of sub-paragraph (v) above) no sums standing to the credit of any capital or revenue reserves (including share premium account and capital redemption reserve fund) or profit and loss account shall be capitalised and no such sums shall be applied in paying up any debentures or any other securities of the Company or any subsidiary (as defined in Section 154 of the Companies Act 1948) to be issued credited as fully or partly paid or in paying up any unpaid liability or any shares loan capital debentures or other securities of the Company or any subsidiary as aforesaid

(vii) no scheme of arrangement with its creditors shall be entered into

(viii) no share or loan capital held in any subsidiary (defined as aforesaid) for the time being or of any mortgage or charge held in any such subsidiary shall be disposed of except in any such case to the Company or another such subsidiary

(ix) no sale transfer loan or other disposal (whether by a single transaction or a number of transactions related or not) of the whole or part of the undertakings businesses or (except in the ordinary course of trading) assets of the Company or its respective subsidiaries (defined as aforesaid) if such transaction or transactions should comprise either the whole or a substantial part of the combined undertakings businesses or assets of the Company and such subsidiaries provided that nothing in this sub-paragraph (ix) shall prohibit any sale transfer loan or disposal between the Company and any such subsidiary or between any two such subsidiaries

(x) (a) no transfer of its issued share stock or loan capital (including any direction by way of renunciation nomination or otherwise by a member of the Company entitled to an allotment of such share stock or loan capital) shall be registered save to existing members of the Company on 13th November, 1978

(b) no share stock or loan capital of the Company nor any right or interest in any such share stock or loan capital shall be disposed of either absolutely or conditionally or held in trust or under option for or in any manner charged in favour of any person save existing members of the Company on 13th November 1978

PROVIDED that (A) subject to paragraph (B) below the provisions of this sub-paragraph (x) shall not apply to any such transfers or disposals as aforesaid by (1) Beatrice Houlst (or a person entitled to a share in consequence of her death) in respect of the Ordinary Shares of £1 each in the capital of the Company registered in her name on 13th November 1978 and (2) Frederick Wilson Houlst (or a person entitled to a share in consequence of his death) in respect of the Ordinary Shares of £1 each in the capital of the Company registered in his name on 13th November 1978 (adjusted in both cases to take account of any capitalisation of profits or reserves referred to in paragraph (D) above) which do not in aggregate result in the said Frederick Wilson Houlst ceasing at any time to hold beneficially in his own name not less than 39 per cent of the issued Ordinary Share capital of the Company from time to time

(B) Any such transfers or disposals referred to in paragraph (A) above may only be made by the said Beatrice Houlst or the said Frederick Wilson Houlst (hereinafter called "the Member") (or a person entitled to a share in consequence of their respective deaths)

(a) to a privileged relation (as hereinafter defined) of such Member

(b) to trustees to be held upon family trusts (as hereinafter defined) and where shares have been transferred to trustees in accordance with this provision (i) such shares may on any change of trustees be transferred to the trustees for the time being (ii) such shares may be transferred to a privileged relation of the Member as if the Member concerned were still the holder thereof (iii) if and whenever any such shares cease to be held upon family trusts (otherwise than in consequence of a transfer authorised under (ii) above) the provisions of provisos (A) and (B) shall cease to apply.

For the purposes of provisos (A) and (B):-

- (1) The expression "privileged relation" shall mean and include husband or wife or widower or widow and all lineal descendants and ascendants in direct line and brothers and sisters and their lineal descendants (including the husband or wife or widower or widow of any of the above persons) and for the purposes aforesaid a step child or adopted child of any person shall be deemed to be a lineal descendant of such person .
- (2) The expression "family trusts" shall mean in relation to a Member or deceased Member trusts (whether arising under a settlement or a testamentary disposition or on an intestacy) under which no immediate beneficial interest in the shares in question is for the time being vested in any person other than the Member concerned or a privileged relation of such Member and no power of control over the voting powers conferred by such shares is for the time being exercisable by or subject to the consent of any person other than the trustees or the Member concerned or a privileged relation of such Member
- (3) The word "Member" shall not include trustees to whom shares have been transferred in accordance with the provisions of proviso (B)

(E) AS REGARDS DIRECTORS

(i) The holders of a majority in value of the Convertible Shares may from time to time appoint any person to be a Director of the Company (in this paragraph (E) called a "Preferred Director")

(ii) A Preferred Director shall hold office subject only to sub-paragraph (E) (iv) below but may at any time be removed from office by the holders of a majority in value of the Convertible Shares

(iii) Any such appointment or removal shall be in writing served on the Company and signed by the holders of a majority in value of the Convertible Shares. In the case of a corporation such document may be signed on its behalf by a Director or the Secretary thereof or by its duly appointed attorney or duly authorised representative

(iv) The office of a Preferred Director shall be vacated in any of the events specified in paragraphs (1) to (4) inclusive of Article 17 hereof. The office of a Preferred Director shall

also be vacated if he shall be removed from office as hereinbefore provided or if all the Convertible Shares shall have been converted into Ordinary Share capital or if the redemption moneys together with all arrears of the said fixed cumulative preferential dividend in respect of all the Convertible Shares not previously converted shall have been paid in full pursuant to paragraph (F) below

(v) A Preferred Director shall not be subject to retirement by rotation and all references in these Articles to retirement by rotation shall be disregarded in relation to a Preferred Director

(F) AS REGARDS REDEMPTION

(i) Each of the Convertible Shares not previously converted shall be redeemed by the Company at par on the 13th November, 1988 or on the date of the death of Frederick Wilson Houlst if earlier or so soon thereafter as the Company shall be able to comply with Section 58 of the Companies Act, 1948, together with all arrears of the said fixed cumulative preferential dividend thereon calculated up to and including the date of redemption. On the 13th November, 1988 or such earlier date each holder of Convertible Shares shall deliver to the registered office of the Company the certificates for his Convertible Shares in order that the same may be cancelled. Upon such delivery the Company shall pay to such holder (or, in the case of joint holders, to the holder whose name stands first in the Register in respect of such Convertible Shares) the amount due to him in respect of such redemption.

(ii) As from the 13th November, 1988 or such earlier date any Convertible Shares shall cease to rank for the said fixed cumulative preferential dividend thereon unless upon delivery up of the certificate in respect thereof payment of the redemption moneys is not made in which case such Convertible Shares shall rank for dividend up to and including the date when the redemption moneys in respect thereof shall in fact be paid.

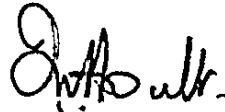
(iii) The share capital resulting from redemption pursuant to this paragraph (F) shall, by virtue of this paragraph become Ordinary Shares, each of a like nominal amount as any Ordinary Shares then forming part of the issued share capital of the Company and the Directors shall have the power to issue Ordinary Shares of such nominal amount in anticipation of such redemption to the extent permitted by Section 58(4) of the Companies Act 1948."

B. By adding after Article 9 the following new sub-clause to be designated 9(2) and re-designating existing Article 9 Article 9(1)

"(2) In Regulation 62 of Part 1 of Table A the words "on a poll every Member shall have one vote for each Share of which he is the holder" shall be deleted and the following words substituted therefor:

"on a poll every Member who is present in person or by proxy shall have one vote for every share of which he is the holder. Provided that the Convertible Shares shall entitle the holder thereof to receive notice of all General Meetings and to attend and vote at any General Meeting but on a poll a holder of Convertible Shares shall have three votes for every £2 nominal value of the Convertible Shares held by him.""

3. THAT the Directors be and they are hereby authorised to allot and issue to County Bank Limited 25,000 Redeemable Convertible Preferred Ordinary Shares of £1 each in the capital of the Company in consideration of the payment by County Bank Limited of the sum of £25,000.



Chairman.

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COMPANY LIMITED BY SHARES

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Articles of Association

OF

HOULTS HOLDINGS LIMITED

(as at the 13th November 1978)

PRELIMINARY

1. Subject as hereinafter provided, the Regulations contained in or made applicable by Part II of Table A, in the First Schedule to the Companies Act, 1948 (hereinafter referred to as "Table A, Part II") shall apply to the Company.
2. Regulations 24, 53, 75, 77, 79, 88, 89, 90, 91, 92, 96, 97, 99, 106 and 136 of Part I of Table A, in the said Schedule (hereinafter referred to as "Table A, Part I") shall not apply to the Company, but the Articles hereinafter contained and the remaining Regulations of Table A, Part I, and Regulations 2 and 5 of Table A, Part II, shall constitute the Regulations of the Company.
3. In these Articles, words importing the singular number only shall, where the context so permits, include the plural number and vice versa.

SHARES

4. (i) The authorised share capital of the Company as at the date of adoption of this Article is £150,000 divided into 25,000 Redeemable Convertible Preferred Ordinary Shares of £1 each (hereinafter called "Convertible Shares") and 125,000 Ordinary Shares of £1 each
- (ii) The following rights privileges and provisions shall apply to the Convertible Shares :-
 - (A) AS REGARDS INCOME AND AS REGARDS CAPITAL: The Convertible Shares shall confer upon the holders thereof :-
 - (i) The right to be paid out of the profits of the Company available for dividend and resolved to be distributed in respect of any financial year or other period for which the accounts of the Company are made up half yearly on the 30th June and 31st December in each year a fixed cumulative preferential dividend at the rate of 10 per cent per annum on the capital for the time being paid up thereon; and

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- (ii) The right on a repayment of capital in a winding-up or on a reduction of capital to be paid in priority to any payment in respect of any other class of shares the capital paid up on the Convertible Shares.
- (B) Save as hereinbefore mentioned the Convertible Shares shall not confer upon the holders thereof any right to participate in the profits or assets of the Company.
- (C) AS REGARDS CONVERSION:
 - (i) A holder of Convertible Shares shall be entitled at any time during the period expiring on the 13th November 1988 (hereinafter called "the Conversion Period") to convert all or any of his Convertible Shares into fully paid Ordinary Shares of £1 each at the rate of £1 nominal value of Ordinary Shares for every £1 nominal value of Convertible Shares (such rate, as adjusted from time to time under sub-paragraph (v) below, being hereinafter called "the conversion rate").
 - (ii) The right to convert shall be exercisable at any time during the Conversion Period by completing the notice of conversion endorsed on the certificate relating to the Convertible Shares to be converted and delivering the same together with such other evidence as the Directors may reasonably require to prove the title of the person exercising the right to the registered office of the Company. Notice of conversion once given may not be withdrawn. The Company shall give to the holders of Convertible Shares notice in writing of any change in the registered office of the Company.
 - (iii) On conversion, fractions of Ordinary Shares will not be allotted but will be aggregated and sold at the best price reasonably obtainable and the net proceeds distributed pro rata among the persons entitled thereto.
 - (iv) The Ordinary Shares to which any holder of Convertible Shares shall become entitled in consequence of exercising his right to convert shall be allotted not later than 14 days after the date of delivery of the relevant notice of conversion (each such date being hereinafter called a "Conversion Date") and shall rank for all dividends and (unless adjustments shall have been made under sub-paragraph (v) below) other distributions declared paid or made upon the Ordinary Share capital in respect of the financial year of the Company in which the relevant Conversion Date falls and in all other respects pari passu with the Ordinary Shares in issue at the relevant Conversion Date save that they shall not rank for any dividends or other distributions declared paid or made in respect of any earlier financial year of the Company than that in which the relevant Conversion Date falls but the holder on the Conversion Date of Convertible Shares to be converted on that date shall be entitled to rank for the said cumulative preferential dividend on such Convertible Shares up to and including the end of the last financial year or other period for which accounts of the Company are made up prior to that Conversion Date PROVIDED that nothing in this sub-paragraph shall entitle the holder of the Convertible Shares to rank for any such dividends

or other distributions declared paid or made in respect of any financial year of the Company in which such holder shall have received the said cumulative preferential dividend.

- (v) So long as any of the Convertible Shares are capable of being converted into Ordinary Share capital:
- (1) If subject to the provisions of paragraph (D) below the Company shall make to holders of the Ordinary Shares any issue of fully paid Ordinary Share capital pursuant to a capitalisation of profits or reserves (including share premium account and capital redemption reserve fund) such issue shall be made only to the holders of the Ordinary Shares and shall be in the form of fully paid Ordinary Shares of the same class as the Ordinary Shares in issue at the 13th November, 1978 and the conversion rate shall with effect immediately after the record date for such capitalisation issue be adjusted by multiplying it by a fraction of which the numerator shall be the nominal amount of the issued and fully paid Ordinary Share capital immediately before such capitalisation and the denominator shall be the nominal amount of such capital immediately after and as increased by such capitalisation;
 - (2) If subject to the provisions of paragraph (D) below any offer or invitation is made to holders of the Ordinary Shares to subscribe for or purchase shares or other securities (including options therefor) of the Company or any other company, the Company shall make or, so far as it is able, procure that there is made at the same time a like offer or invitation to the holders of the Convertible Shares as if their respective holdings of Convertible Shares had previously been converted in full on and with effect from the record date for such offer or invitation at the conversion rate then applicable.
- (vi) If an offer is made to all holders of the Ordinary Shares (or all such holders other than the offeror and/or any company controlled by the offeror and/or persons associated or acting in concert with the offeror) to acquire the whole or any part of the issued Ordinary Share capital, the Company shall, so far as it is able, procure that a prior or contemporaneous offer, proposal, scheme or other arrangement shall have been, or shall be made or put to the holders of Convertible Shares on terms similar to those offered to the holders of the Ordinary Shares as if their respective holdings of Convertible Shares had previously been converted in full at the conversion rate then applicable; but if no such offer, proposal, scheme or other arrangement shall have been so made or put and the Company becomes aware that the right to cast more than 50 per cent of the votes which may ordinarily be cast on a poll at a General Meeting of the Company has or will become vested in the offeror and/or any company controlled by the offeror and/or persons associated or acting in concert with any offeror, the Company shall give notice to the holders of Convertible Shares of such fact within 14 days of its becoming so aware.

(vii) If at any time prior to the date upon which the Convertible Shares become incapable of conversion and subject to the provisions of paragraph (D) below a resolution is passed or an order is made for the winding up of the Company, the Company shall promptly give notice in writing thereof to all holders of Convertible Shares then outstanding and thereupon each such holder shall in respect of all or any of his Convertible Shares be entitled within six weeks after the giving of such notice by the Company by notice in writing to the Company to elect to be treated as if the right to convert had been exercisable and exercised by him on the day prior to the commencement of the winding up at the conversion rate then applicable. Each such shareholder shall in respect of the Convertible Shares specified in his notice be entitled to be repaid in respect thereof a sum equal to the amount to which he would have become entitled in such winding up if he had been the holder of the Ordinary Share capital (including any fraction of an Ordinary Share) to which he would have become entitled by virtue of such deemed conversion but shall not be entitled to receive any arrears or accruals of the fixed preferential dividend on the Convertible Shares, in respect of which such notice shall have been given, not declared prior to the passing of such resolution or the making of such order.

(viii) The Company shall send to the holders of the Convertible Shares a copy of every document sent to the holders of the Ordinary Shares at the same time the same is sent to the holders of the Ordinary Shares. In addition notice of any event effecting a change in the conversion rate in accordance with this Article shall forthwith be given to the holders of the Convertible Shares.

(ix) On the 13th November, 1988 any Convertible Shares then outstanding shall be redesignated as Redeemable Preferred Ordinary Shares of £1 each.

(D) AS REGARDS MATTERS REQUIRING CONSENT OF THE HOLDERS OF CONVERTIBLE SHARES: So long as any Convertible Shares remain capable of being converted into Ordinary Share capital without the consent of a majority in value of the holders of the Convertible Shares :-

(i) no resolution shall be passed for increasing consolidating dividing sub-dividing or converting into stock its share capital or any part thereof or creating any new class of shares cancelling any unissued shares reducing its share capital or repaying any amount standing to the credit of any share premium account or capital redemption reserve fund or otherwise reorganizing or reconstructing its share capital or any part thereof

(ii) no alteration shall be made to Clause 3 of the Memorandum of Association of the Company or to the Articles of Association of the Company

(iii) no resolution shall be passed to wind up the Company

(iv) no resolution shall be passed whereby the rights attaching to its issued share capital shall be varied

(v) no allotments or issues of any shares or options or rights over any shares or rights to subscribe for shares or to

convert any obligations into shares shall be made or granted or agreed to be made or granted

- (vi) (without prejudice to the generality of sub-paragraph (D) (v) above) no sums standing to the credit of any capital or revenue reserves (including share premium account and capital redemption reserve fund) or profit and loss account shall be capitalised and no such sums shall be applied in paying up any debentures or any other securities of the Company or any subsidiary (as defined in Section 154 of the Companies Act 1948) to be issued credited as fully or partly paid or in paying up any unpaid liability or any shares loan capital debentures or other securities of the Company or any subsidiary as aforesaid
- (vii) no scheme of arrangement with its creditors shall be entered into
- (viii) no share or loan capital held in any subsidiary (defined as aforesaid) for the time being or of any mortgage or charge held in any such subsidiary shall be disposed of except in any such case to the Company or another such subsidiary
- (ix) no sale transfer loan or other disposal (whether by a single transaction or a number of transactions related or not) of the whole or part of the undertakings businesses or (except in the ordinary course of trading) assets of the Company or its respective subsidiaries (defined as aforesaid) if such transaction or transactions should comprise either the whole or a substantial part of the combined undertakings businesses or assets of the Company and such subsidiaries provided that nothing in this sub-paragraph (ix) shall prohibit any sale transfer loan or disposal between the Company and any such subsidiary or between any two such subsidiaries
- (x) (a) no transfer of its issued share stock or loan capital (including any direction by way of renunciation nomination or otherwise by a member of the Company entitled to an allotment of such share stock or loan capital) shall be registered save to existing members of the Company on the 13th November, 1978
- (b) no share stock or loan capital of the Company nor any right or interest in any such share stock or loan capital shall be disposed of either absolutely or conditionally or held in trust or under option for or in any manner charged in favour of any person save existing members of the Company on the 13th November, 1978

PROVIDED that (A) subject to paragraph (B) below the provisions of this sub-paragraph (x) shall not apply to any such transfers or disposals as aforesaid by (1) Beatrice Hault (or a person entitled to a share in consequence of her death) in respect of the Ordinary Shares of £1 each in the capital of the Company registered in her name on the 13th November 1978 and (2) Frederick Wilson Hault (or a person entitled to a share in consequence of his death) in respect of the Ordinary Shares of £1 each in the capital of the Company registered in his name on the 13th November, 1978 (adjusted in both cases to take account of any capitalisation of profits or reserves

referred to in paragraph (D) above) which do not in aggregate result in the said Frederick Wilson Hault ceasing at any time to hold beneficially in his own name not less than 39 per cent of the issued Ordinary Share capital of the Company from time to time

(B) Any such transfers or disposals referred to in paragraph (A) above may only be made by the said Beatrice Hault or the said Frederick Wilson Hault (hereinafter called "the Member") (or a person entitled to a share in consequence of their respective deaths)

- (a) to a privileged relation (as hereinafter defined) of such Member
- (b) to trustees to be held upon family trusts (as hereinafter defined) and where shares have been transferred to trustees in accordance with this provision (i) such shares may on any change of trustees be transferred to the trustees for the time being (ii) such shares may be transferred to a privileged relation of the Member as if the Member concerned were still the holder thereof (iii) if and whenever any such shares cease to be held upon family trusts (otherwise than in consequence of a transfer authorised under (ii) above) the provisions of provisos (A) and (B) shall cease to apply.

For the purposes of provisos (A) and (B) :-

- (1) The expression "privileged relation" shall mean and include husband or wife or widower or widow and all lineal descendants and ascendants in direct line and brothers and sisters and their lineal descendants (including the husband or wife or widower or widow of any of the above persons) and for the purposes aforesaid a step child or adopted child of any person shall be deemed to be a lineal descendant of such person
- (2) The expression "family trusts" shall mean in relation to a Member or deceased Member trusts (whether arising under a settlement or a testamentary disposition or on an intestacy) under which no immediate beneficial interest in the shares in question is for the time being vested in any person other than the Member concerned or a privileged relation of such Member and no power of control over the voting powers conferred by such shares is for the time being exercisable by or subject to the consent of any person other than the trustees or the Member concerned or a privileged relation of such Member
- (3) The word "Member" shall not include trustees to whom shares have been transferred in accordance with the provisions of proviso (B)

(E) AS REGARDS DIRECTORS:

- (i) The holders of a majority in value of the Convertible Shares may from time to time appoint any person to be a Director of the Company (in this paragraph (E) called a "Preferred Director")
- (ii) A Preferred Director shall hold office subject only to sub-paragraph (E) (iv) below but may at any time be removed from office by the holders of a majority in value of the Convertible Shares

(iii) Any such appointment or removal shall be in writing served on the Company and signed by the holders of a majority in value of the Convertible Shares. In the case of a corporation such document may be signed on its behalf by a Director or the Secretary thereof or by its duly appointed attorney or duly authorised representative

(iv) The office of a Preferred Director shall be vacated in any of the events specified in paragraphs (1) to (4) inclusive of Article 17 hereof. The office of a Preferred Director shall also be vacated if he shall be removed from office as hereinbefore provided or if all the Convertible Shares shall have been converted into Ordinary Share capital or if the redemption moneys together with all arrears of the said fixed cumulative preferential dividend in respect of all the Convertible Shares not previously converted shall have been paid in full pursuant to paragraph (F) below

(v) A Preferred Director shall not be subject to retirement by rotation and all references in these Articles to retirement by rotation shall be disregarded in relation to a Preferred Director

(F) AS REGARDS REDEMPTION:

(i) Each of the Convertible Shares not previously converted shall be redeemed by the Company at par on the 13th November, 1988 or on the date of the death of Frederick Wilson Hult if earlier or so soon thereafter as the Company shall be able to comply with Section 58 of the Companies Act, 1948, together with all arrears of the said fixed cumulative preferential dividend thereon calculated up to and including the date of redemption. On the 13th November, 1988 or such earlier date each holder of Convertible Shares shall deliver to the registered office of the Company the certificates for his Convertible Shares in order that the same may be cancelled. Upon such delivery the Company shall pay to such holder (or, in the case of joint holders, to the holder whose name stands first in the Register in respect of such Convertible Shares) the amount due to him in respect of such redemption.

(ii) As from the 13th November, 1988 or such earlier date any Convertible Shares shall cease to rank for the said fixed cumulative preferential dividend thereon unless upon delivery up of the certificate in respect thereof payment of the redemption moneys is not made in which case such Convertible Shares shall rank for dividend up to and including the date when the redemption moneys in respect thereof shall in fact be paid.

(iii) The share capital resulting from redemption pursuant to this paragraph (F) shall, by virtue of this paragraph become Ordinary Shares, each of a like nominal amount as any Ordinary Shares then forming part of the issued share capital of the Company and the Directors shall have the power to issue Ordinary Shares of such nominal amount in anticipation of such redemption to the extent permitted by Section 58(4) of the Companies Act 1948.

5. (i) All unissued shares shall be at the disposal of the Directors, who may allot, grant options over or otherwise deal with or dispose of the same to such persons, at such times and generally on such terms as they think proper subject to sub-clause (ii)

of this Article and to Regulation 2 of Table A, Part II, but so that no shares shall be issued at a discount, except in accordance with the provisions of Section 75 of the Act.

- (ii) Subject always to the provisions of these Articles any original Ordinary Shares for the time being unissued and any new Ordinary Shares from time to time to be created, shall (except as the Company may by Ordinary Resolution otherwise determine) before they are issued, be offered to the Members in proportion as nearly as may be to the number of Ordinary Shares held by them (but so that fractions of a new share may be excluded) on the terms that in case of competition the shares so offered shall be allotted to the applicants in proportion (as nearly as may be and without allotting to any applicant a greater number of shares than applied for) to their then holding of Ordinary Shares. Such offer shall be made by notice in writing specifying the number of Ordinary Shares offered and limiting the time in which the offer if not accepted will lapse and determine, 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 Ordinary 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 and subject as aforesaid dispose of any such new or original Ordinary Shares which by reason of the proportion borne by them to the number of persons entitled to any such offer as aforesaid or by reason of any other difficulty in apportioning same cannot in the view of the Directors be eventually offered in the manner aforesaid.

TRANSFER AND TRANSMISSION OF SHARES

Subject to the provisions of Regulation 24 of Table A, Part I, any share may at any time be transferred to a person who is already a member of the Company. Save as aforesaid, the Directors may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any share, whether or not it is a fully paid share. Any direction (by way of renunciation, nomination or otherwise) by a member entitled to an allotment of shares, to the effect that such shares or any of them be allotted or issued to some person other than himself, shall for the purpose of this Article be deemed to be a transfer, and the Directors shall accordingly be entitled to decline to register such person as the holder thereof.

The instrument of transfer of a fully paid share need not be executed by or on behalf of the transferee and Regulation 22 of Table A, Part I, shall be modified accordingly.

The proviso to Regulation 32 of Table A, Part I, shall be deleted.

PROCEEDINGS AT GENERAL MEETINGS

No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the Meeting proceeds with business; save as herein otherwise provided two members present in person shall be a quorum.

In Regulation 62 of Part I of Table A the words "on a poll every member shall have one vote for each Share of which he is a holder" shall be deleted and the following words substituted therefor: "on a poll every member who is present in person or by proxy shall have one vote for each Share of which he is a holder".

vote for every share of which he is the holder. Provided that the Convertible Shares shall entitle the holder thereof to receive notice of all General Meetings and to attend and vote at any General Meeting but on a poll a holder of Convertible Shares shall have three votes for every £2 nominal value of the Convertible Shares held by him".

DIRECTORS

10. Subject as hereinafter provided the number of Directors shall be not less than two nor more than five. Any person may be appointed or elected as a Director whatever may be his age, and no Director shall be required to vacate office by reason of his attaining or having attained the age of seventy years or any other age. The first Directors shall be appointed by the Subscribers to the Memorandum of Association by a memorandum in writing under their hands, either with or without a meeting, and until such Directors are appointed the Subscribers to the Memorandum of Association shall be deemed to be Directors. The Company may by Ordinary Resolution from time to time vary the minimum number and/or the maximum number of Directors.

11. A Director shall not require a share qualification, but shall nevertheless be entitled to attend and speak at any General Meeting or Separate Meeting of the holders of any class of shares of the Company.

BORROWING POWERS

12. The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or any third party.

POWERS AND DUTIES OF DIRECTORS

13. A Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration; and Regulation 84 of Table A, Part I, shall be modified accordingly.

14. (i) 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.

(ii) A resolution in writing signed by all the Directors shall be as effective as a resolution passed at a meeting of the Directors duly convened and held and may consist of several documents in like form each signed by one or more of the Directors.

(iii) The Directors may dispense with the keeping of attendance books for meetings of the Directors or committee of the Directors. Regulation 86 shall be modified accordingly.

APPOINTMENT AND DISQUALIFICATION OF DIRECTORS

15. The words "and may also determine in what rotation the increased or reduced number is to go out of office" in Regulation 94 of Table A, Part I, shall be omitted.

16. The words "but shall not be taken into account in determining the Directors who are to retire by rotation at such Meeting" in Regulation 95 of Table A, Part I, shall be omitted.

17. The office of a Director shall be vacated :-

- (1) If by notice in writing to the Company he resigns the office of Director;
- (2) If he becomes bankrupt or enters into any arrangement with his creditors;
- (3) If he is prohibited from being a Director by an Order made under any of the provisions of Section 188 of the Act or Section 28 of the Companies Act 1976;
- (4) If he becomes of unsound mind;
- (5) If he is removed from office under Section 184 of the Act.

18. Without prejudice to the provisions of Section 184 of the Act, the Company may by Ordinary Resolution remove any Director before the expiration of his period of office, and may by Ordinary Resolution appoint another Director in his stead.

19. In Regulation 107 of Table A, Part I, the words "a Director so appointed shall not, whilst holding that office, be subject to retirement by rotation or be taken into account in determining the rotation of retirement of Directors, but his appointment shall be automatically determined if he ceases from any cause to be a Director", shall be omitted and the following words substituted therefor: "The appointment of a Director so appointed shall be automatically determined if he shall cease, from any cause, to be a Director".

INDEMNITY

20. Every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including 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 Section 448 of the Act in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 205 of the Act.

ALTERNATE DIRECTORS

21. (i) Any Director may at any time by writing under his hand and deposited at the registered office, or delivered at a meeting of the Directors, appoint any person to be his alternate Director and may in like manner at any time terminate such appointment. Such appointment, unless previously approved by the Directors, shall have effect only upon and subject to being so approved.
- (ii) The appointment of an alternate Director shall determine on the happening of any event which if he were a Director would cause him to vacate such office or if his appointor ceased to be a Director (retirement at any General Meeting at which the Director is re-elected being for such purpose disregarded).

(iii) An alternate Director shall (except when absent from the United Kingdom) be entitled to receive notices of meetings of the Directors and shall be entitled to attend and vote as a Director at any such meeting at which his appointor is not personally present and generally at such meeting to perform all functions of his appointor as a Director and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he were a Director. If his appointor is for the time being absent from the United Kingdom or temporarily unable to act through ill-health or disability his signature to any resolution in writing of the Directors shall be as effective as the signature of his appointor. An alternate Director shall not (save as aforesaid) have power to act as a Director nor shall he be deemed to be a Director for the purpose of these Articles.

(iv) An alternate Director may be repaid expenses, and shall be entitled to be indemnified, by the Company to the same extent mutatis mutandis as if he were a Director but he shall not be entitled to receive from the Company any remuneration except only such proportion (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

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Solicitor

Dated this 18th day of August 1978

Witness to the above Signatures—

D Hardman
Lloyds Bank Chambers
Collingwood Street
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NE1 1JP

Solicitor

1389885

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COMPANIES ACT 1985

SPECIAL RESOLUTION

(Pursuant to Section 380 of the Companies Act 1985)
OF

HOULTS HOLDINGS LIMITED

Passed on the 1st day of July 1986

At an extraordinary general meeting of the members of the above company duly convened and held at Walker Road, Newcastle upon Tyne on Tuesday the First day of July 1986 the following special resolution was duly passed;

"That the Articles of Association of the Company be altered by omitting in Regulation 4.(ii)(C)(i), and (ix), and in Regulation 4.(ii)(F)(i), and (ii) the following words, viz: "the 13th November, 1988" and substituting therefor the following words, viz.: "the 1st July, 1986"

.....Peta Ann Hoult.....

Peta Ann Hoult
Secretary

