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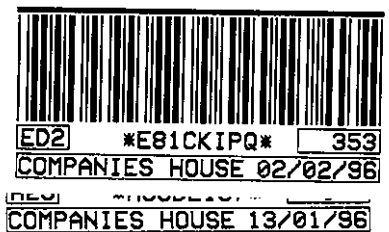
PASSED FOR FILING

DATED 13th December **1995**

- (1) **SALOMON INTERNATIONAL LIMITED**
- (2) **SALOMON BROTHERS EUROPE LIMITED**

SALE AND PURCHASE AGREEMENT

Clifford Chance
London



THIS AGREEMENT is made the 13th day of December 1995



BETWEEN:

- (1) **SALOMON INTERNATIONAL LIMITED** (a company incorporated under the laws of the State of Delaware, USA) of Victoria Plaza, 111 Buckingham Palace Road, London (the "Vendor");
- (2) **SALOMON BROTHERS EUROPE LIMITED** (a company incorporated under the laws of England and Wales) of Victoria Plaza, 111 Buckingham Palace Road, London (the "Purchaser").

WHEREAS

- (A) The Vendor is the beneficial owner of the Shares and the Vendor has agreed to sell and the Purchaser has agreed to purchase the Shares.
- (B) As consideration for the sale and purchase of the Shares the Purchaser has agreed to issue to and the Vendor has agreed to subscribe for the Third Tranche New Preference Shares.

NOW IT IS HEREBY AGREED as follows:-

1. **Definitions**

1.1 In this Agreement and the recitals hereto.

"Act" means the Companies Act 1985 (as amended);

"Company" means The Mortgage Corporation Group Limited, a company incorporated under the laws of England and Wales with the registered number 2193941;

"Completion" means the completion of the sale and purchase of the Shares in accordance with the provisions of Clause 2.4;

"EGM" means an Extraordinary General Meeting of the Purchaser to be called by the Purchaser pursuant to the terms hereof;

"EGM Resolutions" means the resolutions set out in Schedule 1;

"Encumbrance" means a mortgage, charge, pledge, lien, option, restriction, right of first refusal, right of pre-emption, third-party rights or interest, other encumbrance or security interest of any kind, or another type of preferential arrangement (including, without limitation, a title transfer and retention arrangement) having a similar effect;

"New Articles of Association" means the Articles of Association to be adopted at the EGM the form of which are set out in Schedule 2;

"New Preference Shares" means the Third Tranche New Preference Shares of £1 each in the capital of the Purchaser to be issued by the Vendor pursuant to the terms of Clause 4;

"Shares" means the 10,000,000 ordinary shares of £1 in the capital of the Company beneficially owned by the Vendor;

"Subscription Price" means £1 per New Preference Share;

1.2 In this Agreement, a reference to:

1.2.1 a reference to a **"Subsidiary"** shall have the meaning given to it in Section 736 of the Companies Act 1985;

1.2.2 a document in the **"agreed form"** is a reference to a document in a form approved and for the purposes of identification signed by or on behalf of each party;

1.2.3 a person includes a reference to a body corporate, association or partnership;

1.2.4 a person includes a reference to that person's legal personal representatives and successors; and

1.2.5 a clause, paragraph or schedule, unless the context otherwise requires, is a reference to a clause or paragraph of or schedule to this Agreement.

1.3 The headings in this Agreement do not affect its interpretation.

2. **Sale and Purchase of the Shares**

2.1 The Vendor agrees to sell with full title guarantee and the Purchaser agrees to purchase the Shares together with all rights attaching to the Shares (on or after Completion) free of any Encumbrance.

- 2.2 The consideration for the Shares shall be the allotment and issue to the Vendor by the Purchaser of 10,400,000 New Preference Shares pursuant to the provisions of Clause 4.1 below.
- 2.3 Completion of the sale and purchase of the Shares shall take place immediately after the execution of this Agreement by the parties hereto when the Vendor shall deliver to the Purchaser a stock transfer form in respect of the Shares duly executed by the Vendor together with the relative share certificate.
- 2.4 Upon Completion of the sale and purchase of the Shares the Vendor shall procure that a meeting of the board of directors of the Company is held to approve (subject to stamping):
- 2.4.1 the transfer of the Shares to the Purchaser;
- 2.4.2 the issuing of a new share certificate in respect of the Shares in the name of the Purchaser;
- 2.4.3 the registration of the Purchaser in the Register of Members of the Company in respect of the shares.
- 2.5 At Completion the Purchaser shall deliver to the Vendor a copy, certified a true copy, by a duly authorised officer of the Purchaser, of the minutes of a meeting of the board of directors of the Purchaser authorising the execution by the Purchaser of this Agreement and the fulfilment of its obligations hereunder.
- 2.6 At Completion the Vendor shall deliver to the Purchaser a copy, certified a true copy, by a duly authorised officer of the Vendor, of the minutes of a meeting of the board of directors of the Vendor authorising the execution by the Vendor of this Agreement and the fulfilment of its obligations hereunder.

3. Warranties

- 3.1 The Vendor warrants to the Purchaser that:-
- 3.1.1 that the Vendor is the beneficial owner of the Shares;
- 3.1.2 the Shares have been properly allotted and issued and are fully paid;

3.1.3 there is no Encumbrance and there is no agreement or obligation to create or give an Encumbrance in relation to any of the Shares and no person has claimed to be entitled to any Encumbrance in relation to the Shares.

4. Subscription for and issue of the New Preference Shares

4.1 With effect from the Completion the Vendor hereby irrevocably agrees to the allotment and issue to it by the Purchaser at the Subscription Price of 10,400,000 New Preference Shares in satisfaction of the Purchaser's obligation pursuant to Clause 2.2 and the Purchaser shall at Completion issue to the Vendor 10,400,000 New Preference Shares and shall issue to the Vendor a certificate duly sealed by the Purchaser for the shares so allotted and issued and shall register the Vendor as the holder of such New Preference Shares. The New Preference Shares shall be allotted and issued by the Purchaser to the Vendor free from all equities, claims and Encumbrances whatsoever without deduction (whether for costs, stamp duty, stamp duty reserve tax or any other matter whatsoever) with all rights attaching thereto.

4.2 The New Preference Shares will have such rights attaching to them as are set out in the New Articles of Association.

5. The EGM

5.1 The Purchaser shall procure that the EGM is duly convened no later than Completion and that the EGM Resolutions are proposed at the EGM.

5.2 The Vendor agrees that it shall and it shall procure that Salomon International Finance AG shall or their duly appointed representatives shall vote all shares held by the Vendor and Salomon (International) Finance AG in the capital of the Purchaser in favour of the EGM Resolutions.

5.3 The Vendor shall and shall procure that Salomon (International) Finance AG shall (as holders of more than 95% of the shares giving the right to attend and vote at general meetings of the Purchaser) execute such consents and documents as may be necessary pursuant to Section 369 of the Act to allow the EGM to be held at such date as the Vendor and the Purchaser may require notwithstanding that less than the full period of notice required by the Act has been given for the EGM.

6. Partial Invalidity

If any provisions of this Agreement are prohibited or unenforceable in any jurisdiction in relation to any party hereto such prohibition or enforceability shall not invalidate the remaining provisions hereof or affect the validity or enforceability of any such provision in any other jurisdiction or in relation to any other parties hereto.

7. **Further Assurances**

The Vendor undertakes to execute and deliver any other documents and take any other steps as shall be reasonably required by the Purchaser to vest in the Purchaser the Shares.

8. **Counterparts**

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which, when executed and delivered, shall constitute an original but all the counterparts shall together constitute one and the same instrument.

9. **Notices**

9.1 Each communication to be made hereunder shall be made in writing.

9.2 Any communication or document to be delivered by one person pursuant to or in connection with this agreement shall (unless that other person has, by 15 days prior written notice to all other parties, specified another address) be made or delivered to any other person at the address set out above as that persons address and shall be deemed to have been made or delivered at that address when left at that address or, as the case may be, five days after being deposited in the post, postage-paid in an envelope addressed to it at that address Provided that if such communication or document would otherwise have been deemed to have been received on a day which is not a business day it shall be deemed to have been received on the next subsequent business day.

10. **Waiver**

No waiver by for or on behalf of any party hereto of any of the requirements hereof or of any of their rights hereunder shall release any other party hereto from full performance of the remaining obligations stated herein nor shall any waiver granted by any party hereto in respect of any breach of this Agreement operate as a waiver of any subsequent breach thereof nor shall any delay by any party hereto in enforcing any of the terms of this Agreement nor any time or indulgence granted by any party hereto to any other party hereto impair or discharge any of their respective rights and remedies hereunder.

11. **General**

11.1 This Agreement, shall, insofar as it remains to be performed, continue in full force and effect notwithstanding the Completion of the transfer of the Shares.

11.2 This Agreement represents the entire understanding of the parties in relation to the matters dealt with herein and the Purchaser agrees that save as set out in this agreement it is not relying on any representations or warranties given or made or alleged to have been given or made by the Vendor (whether oral or in writing) prior to the execution of this agreement.

12. Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of England and each of the parties hereto agree that the English courts are to have exclusive jurisdiction to hear any disputes or proceedings arising out of, whether directly or indirectly, this agreement.

13. Assignments

No parties hereto may assign or transfer to any person the whole or any part of their rights or obligations hereunder.

AS WITNESS the hands of the parties the day and year first above written.

THE VENDOR

Salomon International Limited

BY:

A handwritten signature in dark ink, appearing to read "Arnold A. Alsh", written over a horizontal line.

THE PURCHASER

Salomon Brothers Europe Limited

BY:

A handwritten signature in dark ink, appearing to read "Saul Rosen", written over a horizontal line.

Executed in three originals in New York, New York, USA.

SCHEDULE 1

EGM RESOLUTIONS

ORDINARY RESOLUTIONS

1. **THAT** 212,082,076 unissued Second Tranche New Redeemable Preference Shares of £1 each in the capital of the company be classified as Third Tranche New Redeemable Preference Shares of £1 each having the rights attached to them as set out in the Articles of Association to be adopted pursuant to Resolution 3.
2. **THAT** in substitution for any previous authorities, the directors be generally and unconditionally authorised, pursuant to Section 80 of the Companies Act 1985 (the "Act") to exercise all powers of the Company to allot relevant securities (within the meaning of that section) up to an aggregate nominal amount of £10,400,000 for a period expiring (unless previously renewed, varied or revoked by the Company in general meeting) on 1 September 2000 but the Company may make an offer or agreement which would or might require relevant securities to be allotted after expiry of this authority and the directors may allot relevant securities in pursuance of that offer or agreement.

SPECIAL RESOLUTION

3. **THAT** the Company adopt new articles of association in the form of those initialled by the Chairman of the Extraordinary General Meeting.

SCHEDULE 2

THE NEW ARTICLES OF ASSOCIATION OF SALOMON BROTHERS EUROPE LIMITED

PRELIMINARY

1. The marginal notes hereto shall not affect the construction hereof, and in these Articles, unless there be something in the subject or context inconsistent herewith:

"the Act" means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force.

"the Articles" means these Articles of Association or other articles of association of the Company from time to time in force.

"clear days" in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.

"executed" includes any mode of execution.

"office" means the registered office for the time being of the Company.

"the holder" in relation to shares means the member whose name is entered in the register of members as the holder of the shares.

"the Ordinary Shares" means together the A Share, and the B Shares as defined in Article 4.

"the seal" means the common seal of the Company, and includes the official seal (if any) kept by the Company by virtue of Section 40 of the Act.

"Secretary" means the Secretary of the Company or any other person appointed to perform the duties of the Secretary of the Company, including a joint assistant or deputy secretary.

"the United Kingdom" means Great Britain and Northern Ireland.

Expressions referring to writing shall be construed as including references to printing, lithography, photography, and other modes of representing or reproducing words in a visible form.

Unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these Articles become binding on the Company.

2. None of the regulations contained in Table "A" in the Schedule to the Companies (Table A to F) Regulation 1985 shall apply to the Company except so far as embodied in any of the following Articles, which shall be the regulations for the management of the Company.

PRIVATE COMPANY

3. The Company is a private company and accordingly any invitation to the public to subscribe for any shares or debentures of the Company is prohibited.

SHARE CAPITAL

4. The share capital of the Company is £908,935,000 divided into:-

- (a) 15,800,000 'A' Ordinary Shares of £1 each (the "**A Shares**");
- (b) 5,265,000 'B' Ordinary Shares of £1 each (the "**B Shares**");
- (c) 561,175,212 New Redeemable Preference Shares of £1 each (the "**Preference Shares**");
- (d) 126,742,712 Second Tranche New Redeemable Preference Shares (the "**Second Tranche Preference Shares**");
- (e) 212,082,076 Third Tranche New Redeemable Preference Shares (the "**Third Tranche Preference Shares**");

each having the rights set out below.

5. (A) Subject as hereinafter provided, the Directors shall have unconditional authority to allot, grant options over, offer or otherwise deal or dispose of any relevant securities or other shares of the Company to such persons, at such times and generally on such terms and conditions as the Directors may determine. The authority hereby conferred shall, subject to Section 80(7) of the Act, be for a period of five years from the date of adoption of the Articles, unless renewed, varied or revoked by the Company in general meeting, and the maximum amount of relevant securities which may be allotted pursuant to such authority shall be the authorised but as yet unissued share capital of the Company at the date of adoption of the Articles, or where the authority is renewed at the date of that renewal.

(B) The Directors shall be entitled under the authority conferred by sub-paragraph (A) of this Article or under any renewal thereof to make at any time prior to the expiry of such authority any offer or agreement which would or might require relevant securities of the Company to be allotted after the expiry of such authority.

6. (A) The pre-emption provisions of sub-section (1) of Section 89 of the Act and the provisions of sub-sections (1) to (5) inclusive of Section 90 of the Act shall not apply to any allotment of the Company's equity securities.

(B) Subject to the provision of the Act relating to authority, pre-emption rights or otherwise and of any resolution of the Company in general meeting passed pursuant thereto (save for those provisions excluded by Article 6(A) herein), all unissued shares for the time being in the capital of the Company shall be at the disposal of the Directors, and they may (subject as aforesaid) allot, grant options over, or otherwise dispose of them to such persons, on such terms and conditions, and at such time as they think fit.

7. Subject to the provisions of the Act, shares may be issued which are to be redeemed or are to be liable to be redeemed at the option of the Company or the holder on such terms and in such manner as may be provided by the Articles.

8. In addition to all other powers of paying commissions, the Company may exercise the powers of paying commissions conferred by the Act. Subject to the provisions of the Act, any such commission may be satisfied by the payment of cash or by allotment of fully or partly paid shares or partly in one way and partly in the other.

9. Except as required by law, no person shall be recognised by the Company as holding any share upon any trust and (except as otherwise provided by the Articles or by law) the Company shall not be bound by or recognise any interest in any share except an absolute right to the entirety thereof in the holder.

RIGHTS ATTACHING TO THE A SHARES AND B SHARES

10. (A) Notwithstanding any other provision of the Articles of Association of the Company, but subject to paragraphs (E) and (F) below, the following rights and privileges shall be attached to the A Shares and the B Shares.

(B) On a poll:-

- (i) the A Shares shall entitle the holder to one vote for each A Share of which it is the holder;
- (ii) the B Shares shall entitle the holder to such number of votes in the aggregate as are attached to the A Shares, taken together under sub paragraph (i) above and such votes shall be deemed to be apportioned equally among the B Shares.

(C) In the event of an equality of votes cast for and against any resolution the chairman of the meeting shall not be entitled to a second or casting vote.

(D) The holder for the time being of the majority of the A Shares shall be entitled by giving notice in writing to the Secretary to appoint and remove up to 6 directors who shall be designated A Directors. The holder for the time being of the majority of B Shares shall be entitled by giving notice in writing to the Secretary to appoint and remove up to 2 directors who shall be designated B Directors. While this Article 310 is in force, no directors may be appointed or (save under section 303 of the Act) removed otherwise than under this Article and the remaining provisions of these Articles shall be modified accordingly; but this is without prejudice to Articles 90 and 91.

(E) Save as expressly provided by this Article, the A Shares and the B Shares shall form a single class and shall rank in all respects *pari passu* with each other.

(F) The provisions of Articles 10 (A) (B) (C) (D) and (E) shall *ipso facto* cease to apply if at any time:-

- (i) Salomon International Limited ceases to be the holder of all the "A" Shares;
- (ii) Salomon (International) Finance AG ceases to be the holder of all the "B" Shares; or

- (iii) either Salomon International Limited or Salomon (International) Finance AG ceases to be a wholly-owned subsidiary of Salomon Inc within the meaning of section 736 of the Companies Act 1985.

and shall not be reinstated other than by the passing of a Special Resolution in accordance with the Act. In the event that this Article 10 shall cease to apply then from the time that this Article 10 ceases to apply then:-

- (a) each A Share shall entitle the holder to one vote for each A Share of which it is the holder; and
- (b) each B Share shall entitle the holder to one vote for each B Share of which it is the holder.

11. **RIGHTS ATTACHING TO THE PREFERENCE SHARES**

(A) The rights and restrictions attaching to the Preference Shares are as set out in this Article 11.

(B) The holders of the Preference Shares shall be entitled to receive a fixed non-cumulative preferential dividend of 6.9p net per share per annum (defined as, for the purposes of this Article 11 only, the "**Preferential Dividend**") in priority to the Ordinary Shares. The Preferential Dividend shall be paid annually on 31 December in each year in respect of the year ending on that date or on such date and in respect of such period as the Directors may in their discretion determine. The Preference Shares shall not entitle the holders thereof to any further or other right of participation in the profits of the Company.

(C) On a return of capital on liquidation or otherwise (except on any redemption of the Preference Shares) the assets of the Company available for distribution among the members shall be applied in repayment to the holders of the Preference Shares of the amounts paid up on such shares together with a sum equal to any declared but unpaid arrears of the dividend thereon. The Preference Shares shall not entitle the holders thereof to any further or other right of participation in the assets of the Company. The Preference Shares shall rank in priority to the Ordinary Shares and any other shares of whatever class for return of capital on liquidation or otherwise.

(D) The Preference Shares shall entitle the holders thereof to receive notice and attend at any general meeting but not to vote upon any resolution proposed at any such meeting unless the Company:

- (i) shall not have paid the Preferential Dividend on a due date for payment; or
- (ii) shall have failed to make lawful payment of the redemption monies due on a redemption of the Preference Shares or shall have failed to make lawful redemption of the Preference Shares on 5 April 1998 (defined as, for the purposes of this Article 11 only the "Redemption Date")

when the Preference Shares shall be entitled until payment or redemption to vote at any general meeting of the Company. On a show of hands every Preference Shareholder who is present in person or by proxy shall have one vote for every £1 nominal amount of the Preference Shares of which he is the holder.

(E) The Company shall have the right (subject to the provisions of the Articles and the Companies Act 1985 and every other statute from time to time concerning companies insofar as the same apply to the Company) to redeem the whole or any part of the Preference Shares for the time being issued and outstanding at any time, upon giving to the holders of the particular shares to be redeemed not less than one day's previous notice in writing. In the case of any partial redemption, the Company shall redeem the Preference Shares of individual Preference Shareholders pro-rata to their respective Preference Shareholdings. The Company shall redeem at £1 each the Preference Shares remaining in issue on the Redemption Date.

(F) Any notice of redemption shall specify the particular shares to be redeemed, the date fixed for redemption 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 such holder (or, in the case of joint holders, to the holder whose name stands first in the Register in respect of such shares) the amount due to him in respect of such redemption. If any certificates so delivered to the Company include any shares not redeemable on that occasion, a fresh certificate for such shares shall be issued to the holder without charge.

(G) There shall be paid on each redeemed £1 together with a sum equal to any declared but unpaid arrears of the fixed dividend thereon.

12. RIGHTS ATTACHING TO THE SECOND TRANCHE PREFERENCE SHARES

(A) The rights and restrictions attaching to the Second Tranche Preference Shares are as set out in this Article 12.

(B) The holders of the Second Tranche Preference Shares shall be entitled to receive a fixed non-cumulative preferential dividend of 8 pence net per share per annum (defined as, for the purposes of this Article 12 only, the "**Preferential Dividend**") in priority to the Ordinary Shares but ranking behind the Preference Shares. The Preferential Dividend shall be paid annually on 31 December in each year in respect of the year ending on that date or on such date and in respect of such period as the Directors may in their discretion determine such that they shall not carry any entitlement to a dividend in respect of 1994. The Second Tranche Preference Shares shall not entitle the holders thereof to any further or other right of participation in the profits of the Company.

(C) On a return of capital on liquidation or otherwise (except on any redemption of the Second Tranche Preference Shares) the assets of the Company available for distribution among the members shall be applied in repayment to the holders of the Second Tranche Preference Shares of the amounts paid up on such shares together with a sum equal to any declared but unpaid arrears of the dividend thereon. The Second Tranche Preference Shares shall not entitle the holders thereof to any further or other right of participation in the assets of the Company. The Second Tranche Preference Shares shall rank behind the Preference Shares but in priority to the Ordinary Shares.

(D) The Second Tranche Preference Shares shall entitle the holders thereof to receive notice and attend at any general meeting but not to vote upon any resolution proposed at any such meeting unless the Company:

- (i) shall not have paid the Preferential Dividend on a due date for payment; or
- (ii) shall have failed to make lawful payment of the redemption monies due on a redemption of the Second Tranche Preference Shares or shall have failed to make lawful redemption of the Second Tranche Preference Shares on 5 April 1998 (defined as, for the purposes of this Article 12 only, the "**Redemption Date**")

when the Second Tranche Preference Shareholders shall be entitled until payment or redemption to vote at any general meeting of the Company. On a show of hands every Second Tranche Preference Shareholder who is present in person or by proxy shall have one vote for every £1 nominal amount of the Second Tranche Preference Shares of which he is the holder.

(E) The Company shall have the right (subject to the provisions of the Articles and the Companies Act 1985 and every other statute from time to time concerning companies insofar as the same apply to the Company) to redeem the whole or any part of the Second Tranche Preference Shares for the time being issued and outstanding at any time, upon giving to the holders of the particular shares to be redeemed not less than one day's previous notice in writing. In the case of

any partial redemption, the Company shall redeem the Second Tranche Preference Shares of individual Second Tranche Preference Shareholders pro-rata to their respective Second Tranche Preference Shareholdings. The Company shall redeem at £1 each the Second Tranche Preference Shares remaining in issue on the Redemption Date.

(F) Any notice of redemption shall specify the particular shares to be redeemed, the date fixed for redemption 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 such holder (or, in the case of joint holders, to the holder whose name stands first in the Register in respect of such shares) the amount due to him in respect of such redemption. If any certificates so delivered to the Company include any shares not redeemable on that occasion, a fresh certificate for such shares shall be issued to the holder without charge.

(G) There shall be paid on each share redeemed £1 together with a sum equal to any declared but unpaid arrears of the fixed dividend thereon.

(H) For the avoidance of doubt the Second Tranche Preference Shares rank behind the Preference Shares.

13. RIGHTS ATTACHING TO THE THIRD TRANCHE PREFERENCE SHARES

(A) The rights and restrictions attaching to the Third Tranche Preference Shares are as set out in this Article 13.

(B) "The holder of the Third Tranche Preference Shares shall be entitled to receive a fixed non-cumulative preferential dividend of 5.5 pence net per share per annum (defined as, for the purposes of this Article 13 only, the "**Preferential Dividend**") in priority to Ordinary Shares but shall rank behind the Preference Shares and the Second Tranche Preference Shares. The Preferential Dividend shall be paid annually on 31 December in each year in respect of the year ending on that date or on such date and in respect of such period as the Directors may in their discretion determine save that they shall not carry any entitlement to a dividend in respect of 1995. The Third Tranche Preference Shares shall not entitle the holders thereof to any further or other right of participation in the profits of the Company.

(C) On a return of capital on liquidation or otherwise (except on any redemption of the Third Tranche Preference Shares) the assets of the Company available for distribution among the members shall be applied in repayment to the holders of the Third Tranche Preference Shares of the amounts

paid up on such shares together with a sum equal to any declared but unpaid arrears of the dividend thereon. The Third Tranche Preference Shares shall not entitle the holders thereof to any further or other right of participation in the assets of the Company. The Third Tranche Preference Shares shall rank behind Preference Shares and the Second Tranche Preference Shares but in priority to the Ordinary Shares.

(D) The Third Tranche Preference Shares shall entitle the holders thereof to receive notice and attend at any general meeting but not to vote upon any resolution proposed at any such meeting unless the Company:

- (i) shall not have paid the Preferential Dividend on a due date for payment; or
- (ii) shall have failed to make lawful payment of the redemption monies due on a redemption of the Third Tranche Preference Shares or shall have failed to make lawful redemption of the Third Tranche Preference Shares on 5 April 1998 (defined as, for the purposes of this Article 13 only, the "**Redemption Date**")

when the Third Tranche Preference Shares shall be entitled until payment or redemption to vote at any general meeting of the Company. On a show of hands every Third Tranche Preference Shareholder who is present in person or by proxy shall have one vote for every £1 nominal amount of the Third Tranche Preference Shares of which he is the holder.

(E) The Company shall have the right (subject to the provisions of the Articles and the Companies Act 1985 and every other statute from time to time concerning companies insofar as the same apply to the Company) to redeem the whole or any part of the Third Tranche Preference Shares for the time being issued and outstanding at any time, upon giving to the holders of the particular shares to be redeemed not less than one day's previous notice in writing. In the case of any partial redemption, the Company shall redeem the Third Tranche Preference Shares of individual Third Tranche Preference Shareholders pro-rata to their respective Third Tranche Preference Shareholdings. The Company shall redeem at £1 each the Third Tranche Preference Shares remaining in issue on the Redemption Date.

(F) Any notice of redemption shall specify the particular shares to be redeemed, the date fixed for redemption 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 such holder (or, in the case of joint holders, to the holder whose name stands first in the Register in respect of such

shares) the amount due to him in respect of such redemption. If any certificates so delivered to the Company include any shares not redeemable on that occasion, a fresh certificate for such shares shall be issued to the holder without charge.

(G) There shall be paid on each share redeemed £1 together with a sum equal to any declared but unpaid arrears of the fixed dividend thereon.

(H) For the avoidance of doubt the Third Tranche Preference Shares rank behind the existing Preference Shares and Second Tranche Preference Shares.

SHARE CERTIFICATES

14. Every member, upon becoming the holder of any shares, shall be entitled without payment to one certificate for all the shares of each class held by him (and, upon transferring a part of his holding of shares of any class, to a certificate for the balance of such holding) or several certificates each for one or more of his shares upon payment for every certificate after the first of such reasonable sum as the Directors may determine. Every certificate shall be sealed with the seal and shall specify the number, class and distinguishing numbers (if any) of the shares to which it relates and the amount or respective amounts paid up thereon. The Company shall not be bound to issue more than one certificate for shares held jointly by several persons and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them.

15. If a share certificate is defaced, worn-out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and payment of the expenses reasonably incurred by the Company in investigating evidence as the Directors may determine but otherwise free of charge, and (in the case of defacement or wearing out) on delivery up of the old certificate.

LIEN

16. The Company shall have a first and paramount lien on every share (whether fully paid or not) for all moneys (whether presently payable or not) payable at a fixed time or called in respect of that share. The Directors may at any time declare any share to be wholly or in part exempt from the provisions of this regulation. The Company's lien on a share shall extend to any amount payable in respect of it.

17. The Company may sell in such manner as the Directors determine any shares on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within fourteen clear days after notice has been given to the holder of the share or to the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the shares may be sold.

18. To give effect to a sale the Directors may authorise some person to execute an instrument of transfer of the shares sold to, or in accordance with the directions of, the purchaser. The title of the transferee to the shares shall not be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

19. The net proceeds of the sale, after payment of the costs, shall be applied in payment of so much of the sum for which the lien exists as is presently payable, and any residue shall (upon surrender to the Company for cancellation of the certificate for the shares sold and subject to a like lien for the any moneys not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.

CALLS ON SHARES AND FORFEITURE

20. Subject to the terms of allotment, the Directors may make calls upon the members in respect of any moneys unpaid on their shares (whether in respect of nominal value or premium) and each member shall (subject to receiving at least fourteen clear days' notice specifying when and where payment is to be made) pay to the Company as required by the notice the amount called on his shares. A call may be required to be paid by instalments. A call may, before receipt by the Company of any sum due thereunder, be revoked in whole or part and payment of a call may be postponed in whole or part. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect whereof the call was made.

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

22. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

23. If a call remains unpaid after it has become due and payable the person from whom it is due and payable shall pay interest on the amount unpaid from the day it became due and payable until it is paid at the rate fixed by the terms of allotment of the share or in the notice of the call or, if no rate

if fixed, at the appropriate rate (as defined by Section 107 of the Act) but the Directors may waive payment of the interest wholly or in part.

24. An amount payable in respect of a share on allotment or at any fixed date, whether in respect of nominal value or premium or as an instalment of a call, shall be deemed to be a call and if it is not paid the provisions of the Articles shall apply as if that amount had become due and payable by virtue of a call.

25. Subject to the terms of allotment, the Directors may make arrangements on the issue of shares for a difference between the holders in the amounts and times and payment of calls on their shares.

26. If a call remains unpaid after it has become due and payable the Directors may give to the person from whom it is due not less than fourteen clear days' notice requiring payment of the amount unpaid together with any interest which may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment. The notice shall name the place where payment is to be made and shall state that if the notice is not complied with the shares in respect of which the call was made will be liable to be forfeited.

27. If the notice is not complied with any share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the Directors and the forfeiture shall include all dividends or other moneys in respect of the forfeited shares and not paid before the forfeiture.

28. Subject to the provisions of the Act, a forfeited share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the Directors determine either to the person who was before the forfeiture the holder or to any other person and at any time before sale, re-allotment or other disposition, the forfeiture may be cancelled on such terms as the Directors think fit. When for the purposes of its disposal a forfeited share is to be transferred to any person the Directors may authorise some person to execute an instrument of transfer of the share to that person.

29. A person any of whose shares have been forfeited shall cease to be a member in respect of them and shall surrender to the Company for cancellation the certificate for the shares forfeited but shall remain liable to the Company for all moneys which at the date of forfeiture were presently payable by him to the Company in respect of those shares with interest at the rate at which interest was payable, on those moneys before the forfeiture or, if no interest was so payable, at the appropriate rate (as defined by Section 107 of the Act) from the date of forfeiture until payment but the Directors may waive payment wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.

30. A statutory declaration by a Director or the Secretary that a share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share and the declaration shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the share and the person to whom the share is disposed of shall not be bound to see to the application of the consideration, if any, nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings in reference to the forfeiture or disposal of the share.

TRANSFER OF SHARES

31. The instrument of transfer of a share may be in any usual form or in any other form which the Directors may approve and shall be executed by or on behalf of the transferor and, unless the share is fully paid, by or on behalf of the transferee.

32. The Directors may, in their absolute discretion and without giving any reason, refuse to register the transfer of a share, whether or not it is a fully paid share, to a person of whom they do not approve and they may refuse to register the transfer of a share on which the Company has a lien.

33. The Directors may also refuse to register a transfer unless:-

- (a) it is duly stamped, is lodged at the office or at such other place as the Directors may appoint and is accompanied by the certificate for the shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer;
- (b) it is in respect of only one class of shares; and
- (c) it is in favour of not more than four transferees.

34. If the Directors refuse to register a transfer of a share, they shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal.

35. The registration of transfers of shares or of transfers of any class of shares may be suspended at such times and for such periods (not exceeding thirty days in any year) as the Directors may determine.

36. No fee shall be charged for the registration of any instrument of transfer or other document relating to or affecting the title to any share.

37. The Company shall be entitled to retain any instrument of transfer which is registered, but any instrument of transfer which the Directors refuse to register shall be returned to the person lodging it when notice of the refusal is given.

TRANSMISSION OF SHARES

38. If a member dies the survivor or survivors where he was a joint holder, and his personal representatives where he was a sole holder or the only survivor of joint holders, shall be the only persons recognised by the Company as having any title to his interest; but nothing herein contained shall release the estate of a deceased member from any liability in respect of any share which had been jointly held by him.

39. A person becoming entitled to a share in consequence of the death or bankruptcy of a member may, upon such evidence being produced as the Directors may properly require, elect either to become the holder of the share or to have some person nominated by him registered as the transferee. If he elects to become the holder he shall give notice to the Company to that effect. If he elects to have another person registered he shall execute an instrument of transfer of the share to that person. All the provisions of the Articles relating to the transfer of shares shall apply to the notice or instrument of transfer as if it were an instrument of transfer executed by the member and the death or bankruptcy of the member had not occurred.

40. A person becoming entitled to a share in consequence of the death or bankruptcy of a member shall have the rights to which he would be entitled if he were the holder of the share, except that he shall not, before being registered as the holder of the share, be entitled in respect of it to attend or vote at any meeting of the Company or at any separate meeting of the holders of any class of shares in the Company.

CONVERSION OF SHARES INTO STOCK

41. The Company may by Ordinary Resolution convert any paid-up shares into stock, and reconvert any stock into paid-up shares of any denomination.

42. A holder of stock may transfer it as if the shares from which the stock arose had not been converted, or as near thereto as circumstances admit; and the Directors may fix the minimum amount of stock transferable at any amount not exceeding the nominal amount of any share from which any part of the stock arose.

43. A holder of stock shall have the same rights as if he held the shares from which the stock arose, but no rights (except participation in the assets and profits of the Company) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that right.

44. The Articles applicable to paid-up shares shall apply to stock, and the words "share" and "shareholder" therein shall include "stock" and "stockholder".

ALTERATION OF SHARE CAPITAL

45. The Company may by Ordinary Resolution:-

- (a) increase its share capital by new shares of such amount as the resolution prescribes;
- (b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
- (c) subject to the provisions of the Act, subdivide its shares, or any of them, into shares of smaller amount and the resolution may determine that, as between the shares resulting from the sub-division, any of them may have any preference or advantage as compared with the others; and
- (d) cancel shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of this share capital by the amount of the shares so cancelled.

46. Whenever as a result of a consolidation of shares any members would become entitled to fractions of a share, the Directors may, on behalf of those members, sell the share representing the fractions for the best price reasonably obtainable to any person (including, subject to the provisions of the Act, the Company) and distribute the net proceeds of sale in due proportion among those members, and the Directors may authorise some person to execute an instrument of transfer of the shares to, or in accordance with the directions of, the purchaser. The transferee shall not be bound

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

47. Subject to the provisions of the Act, the Company may by Special Resolution reduce its share capital, any capital redemption reserve and any share premium account in any way.

PURCHASE OF OWN SHARES

48. Subject to the provisions of the Act, the Company may purchase its own shares (including any redeemable shares) and, if it is a private company, make a payment in respect of the redemption or purchase of its own shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares.

GENERAL MEETINGS

49. All general meetings other than annual general meetings shall be called extraordinary general meetings.

50. The Directors may call general meetings and, on the requisition of members pursuant to the provisions of the Act, shall forthwith proceed to convene an extraordinary general meeting for a date not later than eight weeks after receipt of the requisition. If there are not within the United Kingdom sufficient Directors to call a general meeting, any Director or any member of the Company may call a general meeting.

NOTICES OF GENERAL MEETINGS

51. An annual general meeting and an extraordinary general meeting called for the passing of a special resolution or a resolution appointing a person as a Director shall be called by at least twenty-one clear days' notice. All other extraordinary general meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice than that specified in this Article if it is so agreed:-

- (a) in the case of an annual general meeting, by all the members entitled to attend and vote thereat; and

- (b) in the case of any other meeting by a majority in number of the members having a right to attend and vote being a majority together holding not less than ninety-five per cent in nominal value of the shares giving that right.

The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such.

Subject to the provisions of the Articles and to any restrictions imposed on any shares, the notice shall be given to all members, to all persons entitled to a share in consequence of the death of bankruptcy of a member and to the Directors and auditors.

Every notice convening a general meeting shall comply with the provisions of Section 372(3) of the Act as to giving information to members in regard to their right to appoint proxies.

52. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

53. No business shall be transacted at any meeting unless a quorum is present. Two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be quorum.

54. If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Directors may determine. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum.

55. The Chairman, if any, of the Board of Directors or in his absence some other Director nominated by the Directors shall preside as Chairman of the meeting, but if neither the Chairman nor such other Director (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Directors present shall elect one of their number to be Chairman and, if there is only one Director present and willing to act, he shall be Chairman.

56. If no Director is willing to act as Chairman, or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be Chairman.

57. A Director shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting and at any separate meeting of the holders of any class of shares in the Company.

58. The Chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

59. A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:-

(a) by the Chairman; or

(b) by any member present in person or by proxy,

60. Unless a poll is duly demanded a declaration by the Chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

61. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

62. A poll shall be taken as the Chairman directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

63. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman shall be entitled to a casting vote in addition to any other vote he may have.

64. A poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the Chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the results of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

65. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

66. A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall be as effectual as if it has been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more members or their attorneys and signature in the case of a corporate body which is a member shall be sufficient if made by a Director thereof or is duly appointed attorney. If such a resolution in writing is described as a Special Resolution or as a Extraordinary Resolution, it shall have effect accordingly.

VOTES OF MEMBERS

67. Subject to any rights or restrictions attached to any shares, on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative, not being himself a member entitled to vote, shall have one vote and on a poll every member shall have one vote for every share of which he is the holder.

68. In the case of joint holders the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders; and seniority shall be determined by the order in which the names of the holders stand in the register of members.

69. A member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person authorised

in that behalf appointed by that court, and any such receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the Directors of the authority of the person claiming to exercise the right to vote shall be deposited at the office, or at such other place as is specified in accordance with the Articles for the deposit of instruments of proxy, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is exercised and in default the right to vote shall not be exercisable.

70. No member shall vote at any general meeting or at any separate meeting of the holders of any class of shares in the Company, either in person or by proxy, in respect of any share held by him unless all moneys presently payable by him in respect of that share have been paid.

71. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chairman whose decision shall be final and conclusive.

72. On a poll votes may be given either personally or by proxy. A member may appoint more than one proxy to attend on the same occasion.

73. An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and shall be in the following form (or in a form a near thereto as circumstances allow or in any other form which is usual or which the Directors may approve):

LIMITED

I/We,

of

being a member/members of the above-named Company, hereby appoint

of

or failing him,

of

as my/our proxy to vote in my/our name[s] and on my/our behalf at the annual/extraordinary general meeting of the Company to be held on 19 , and at any adjournment thereof.

Signed on 19 .

74. Where it is desired to afford members an opportunity of instructing the proxy how he shall act the instrument appointing a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Directors may approve):-

LIMITED

I/We,

of

being a member/members of the above-named Company, hereby appoint

of

or failing him,

of

as my/our proxy to vote in my/our name[s] and on my/our behalf at the annual/extraordinary general meeting of the Company to be held on 19 , and at any adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No. 1 *for *against

Resolution No. 2 *for *against

**Strike out whichever is not desired.*

Unless otherwise instructed, the proxy may vote as he thinks fits or abstain from voting.

Signed this day of 19 .

75. The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Directors may:-

- (a) by deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or
- (b) in the case of a poll be deposited as aforesaid after the poll had been demanded and before the time appointed for taking of the poll;

an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

76. A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

77. Any corporation which is a member of the Company may by resolution of its Directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the Company.

NUMBER OF DIRECTORS

78. The number of Directors of the Company may be determined by Ordinary Resolution of the Company but unless and until so fixed there shall be no maximum number of Directors and the minimum number shall be one.

ALTERNATE DIRECTORS

79. (A) Each Director shall have the power at any time to appoint as an alternate Director either another Director or any other person approved for that purpose by a resolution of the Directors, and, at any time, to terminate such appointment. Every appointment and removal of an alternate Director shall be in writing signed by the appointor and (subject to any approval required) shall (unless the Directors agree otherwise) only take effect upon receipt of such written appointment or removal at the office of the Company.

(B) An alternate Director so appointed shall not be entitled as such to receive any remuneration from the Company save that he may be paid by the Company such part (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, but shall otherwise be subject to the provisions of these Articles with respect to Directors. An alternate Director shall during his appointment be an officer of the Company and shall not be deemed to be an agent of his appointor.

(C) An alternate Director shall (subject to his giving to the Company an address at which notice may be served upon him) be entitled to receive notices of all meetings of the Directors and of any committee of the Directors of which his appointor is a member and to attend and to vote as a Director at any such meeting at which his appointor is not personally present and generally in the absence of his appointor to perform and exercise all functions, rights, powers and duties as a Director of his appointor and to receive notice of and to attend all general meetings.

(D) The appointment of an alternate Director shall automatically determine on the happening of any event which if he were a Director would cause him to vacate such office or if his appointor shall cease for any reason to be a Director otherwise than by retiring and being re-appointed at the same meeting.

(E) A Director or any other person may act as alternate Director to represent more than one Director and an alternate Director shall be entitled at meetings of the Directors or any committee of the Directors to one vote for every Director whom he represents in addition to his own vote (if

any) as a Director, but he shall count as only one for the purpose of determining whether a quorum is present.

POWERS OF DIRECTORS

80. Subject to the provisions of the Act, the Memorandum and the Articles and to any directions given by Special Resolution, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company. No alteration of the Memorandum or Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the Directors by the Articles and a meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors.

81. A Director who is in any way either directly or indirectly interested in a contract or proposed contract with the Company shall declare the nature of his interest at a meeting of the Directors in accordance with the Act. Subject to such disclosure a Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising therefrom, 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.

82. Any Director who by request performs special services or goes or resides abroad for any purposes of the Company may receive such extra remuneration by way of salary, commission, percentage of profits or otherwise as the Directors may determine.

83. The Directors may exercise all powers of the Company to borrow or raise 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 including its holding Company.

84. The Directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.

DELEGATION OF DIRECTORS' POWERS

85. The Directors may delegate any of their powers to any committee consisting of one or more Directors. They may also delegate to any Managing Director or any Director holding any other executive office such of their powers as they consider desirable to be exercised by him. Any such delegation may be subject to any conditions the Directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the Articles regulating the proceedings of Directors so far as they are capable of applying.

86. A Managing Director or Director holding any other executive office as aforesaid shall receive such remuneration (either by way of salary, commission, participation in profits or pension or otherwise howsoever, whether similar to the foregoing or not) as the Board may determine.

87. The Directors may if they think fit empower any committee, Managing Director or Director holding any other executive office to whom they delegate any of their powers under Regulation 85 of these Articles to sub-delegate all or any of the relevant powers to any person (whether or not an employee of the Company).

88. The Directors may from time to time and at any time pursuant to this Article appoint any person or persons to any post with such descriptive title including that of Director (whether as executive, group, divisional, departmental, deputy, assistant, local, advisory Director or otherwise) as the Directors may determine and may define, limit, vary and restrict the powers, authorities and discretions of any person or persons so appointed. The Directors may fix and determine the remuneration and duties of any person appointed to such a post and, subject to any contract between him and the Company, may remove him from such post. A person so appointed shall not be virtue of the appointment be a Director of the Company for any of the purposes of these Articles or of the Act and accordingly shall not in that capacity be a member of the Board of Directors or of any committee thereof nor shall he be entitled in that capacity to be present at any meeting of the Board of Directors or of any such committee, except at the request of the Directors or of such committee, and if present at such request he shall not be entitled to vote thereat. The expression "Director" or "Directors" where used in the Articles shall not include any person or persons appointed pursuant to this Article.

APPOINTMENT AND RETIREMENT OF DIRECTORS

89. The holder or holders of a majority in nominal value of such part of the issued share capital of the Company as confers the right for the time being to attend and vote at General Meetings of the Company may at any time or from time to time by notice in writing appoint any person to be a Director or remove any Director from office.

90. The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with the Articles as the maximum number of Directors. A Director so appointed shall hold office until he is removed pursuant to Article 91 hereof.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

91. The office of a Director shall be vacated if:-

- (a) he ceases to be a Director by virtue of any provision of the Act, or he becomes prohibited by law from being a Director; or
- (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (c) he becomes incapable by reason of mental disorder, illness or injury of managing and administering his property and affairs; or
- (d) he resigns his office by notice to the Company; or
- (e) he shall for more than six consecutive months have been absent without permission of the Directors from meetings of Directors held during that period and the Directors resolve that his office be vacated.

REMUNERATION OF DIRECTORS

92. The Directors shall be entitled to such remuneration as the Company may by Ordinary Resolution determine and, unless the resolution provides otherwise, the remuneration shall be deemed to accrue from day to day.

93. The Directors may be paid all travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of Directors or committees of Directors or general meetings or separate meetings of the holders of any class of shares or of debentures of the Company or otherwise in connection with the discharge of their duties.

DIRECTORS' INTERESTS

94. Subject to the provisions of the Act, and provided that he has disclosed to the Directors the nature and extent of an material interest of his, a Director notwithstanding his office:-

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
- (b) may be a Director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested; and
- (c) shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

95. For the purposes of Article 94:-

- (a) a general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified; and

- (b) an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

DIRECTORS' GRATUITIES AND PENSIONS

96. The Directors may provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for any Director who has held but no longer holds any executive office or employment with the Company or with any body corporate which is or has been a subsidiary of the Company or a predecessor in business of the Company or of any such subsidiary, and for any member of his family (including a spouse and a former spouse) or any person who is or was dependent on him, and may (as well before as after he ceases to hold such office or employment) contribute to any fund and pay premiums for the purchase or provision of any such benefit.

PROCEEDINGS OF DIRECTORS

97. Subject to the provisions of the Articles, the Directors may regulate their proceedings as they think fit. A Director may, and the Secretary at the request of a Director shall, call a meeting of the Directors. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chairman shall have a second or casting vote. A Director who is also an alternate Director shall be entitled in the absence of his appointor to a separate vote on behalf of his appointor in addition to his own vote.

98. The quorum for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed at any other number shall be two. A person who holds office only as an alternate Director shall, if his appointor is not present, be counted in the quorum.

99. The continuing Directors or a sole continuing Director may act notwithstanding any vacancies in their number, but, if the number of Directors is less than the number fixed as the quorum, the continuing Directors or Director may act only for the purpose of filling vacancies or of calling a general meeting.

100. The Directors may appoint one of their number to be the Chairman of the Board of Directors and may at any time remove him from that office. Unless he is unwilling to do so, the Director so appointed shall preside at every meeting of Directors at which he is present. But if there is no

Director holding that office, or if the Director holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Directors present may appoint one of their number to be Chairman of the meeting.

101. All acts done by a meeting of Directors, or of a committee of Directors, or by a person acting as a Director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.

102. A resolution in writing signed by all the Directors entitled to receive notice of a meeting of Directors or of a committee of Directors shall be as valid and effectual as if it had been passed at a meeting of Directors or (as the case may be) a committee of Directors duly convened and held and may consist of several documents in the like form each signed by one or more Directors; but a resolution signed by an alternate Director need not also be signed by his appointor and, if it is signed by a Director who has appointed an alternate Director, it need not be signed by the alternate Director in that capacity.

103. A resolution which has been agreed upon by all the Directors for the time being entitled to receive notice of a meeting of the Directors or of a committee of the Directors shall be as valid and effectual as if it had been passed at a Meeting of the Directors or (as the case may be) that committee of the Directors duly convened and held; but a resolution to which an alternate Director has agreed need not also be agreed to by his appointor; and a resolution to which a Director who has appointed an alternate Director has agreed need not also be agreed to by the alternate Director in that capacity.

104. Without prejudice to the generality of Articles 102 and 103 hereof, the agreement of a Director to a resolution may be signified by his signing a document, telex or facsimile document setting out the resolution or by his indicating agreement to the resolution in a telephone conversation with one or more other Directors or with the Secretary.

SECRETARY

105. Subject to the provisions of the Act, the Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them.

MINUTES

106. The Directors shall cause minutes to be made in books kept for the purpose:-

- (a) of all appointments of officers made by the Directors; and
- (b) of all proceedings at meetings of the Company, of the holders of any class of shares in the Company, and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting.

THE SEAL

107. The seal shall only be used by the authority of the Directors or of a committee of Directors authorised by the Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary or by a second Director.

DIVIDENDS

108. Subject to the provisions of the Act, the Company may by Ordinary Resolution declare dividends in accordance with the respective rights of the members, but no dividend shall exceed the amount recommended by the Directors.

109. Subject to the provisions of the Act, the Directors may pay interim dividends if it appears to them that they are justified by the profits of the Company available for distribution. If the share capital is divided into different classes, the Directors may pay interim dividends on shares which confer deferred or non-preferred rights with regard to dividend as well as on shares which confer preferential rights with regard to dividend, but no interim dividend shall be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear. The Directors may also pay at intervals settled by them any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment. Provided the Directors act in good faith they shall not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on any shares having deferred or non-preferred rights.

110. Except as otherwise provided by the rights attached to shares, all dividends shall be declared and paid according to the amounts paid up on the shares on which the dividend is paid. All dividends shall be apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid; but, if any share is issued on terms providing that it shall rank for dividend as from a particular date, that share shall rank for dividend accordingly.

111. A general meeting declaring a dividend may, upon the recommendation of the Directors, direct that it shall be satisfied wholly or partly by the distribution of assets and, where any difficulty arises in regard to the distribution, the Directors may settle the same and in particular may issue fractional certificates and fix the value for distribution of any assets and may determine that cash shall be paid to any member upon the footing of the value so fixed in order to adjust the rights of members and may vest any assets in trustees.

112. Any dividend or other moneys payable in respect of a share may be paid by cheque sent by post to the registered address of the person entitled or, if two or more persons are the holders of the share or are jointly entitled to it by reason of the death or bankruptcy of the holder, to the registered address of that one of those persons who is first named in the register of members or to such person and to such address as the person or persons entitled may in writing direct. Every cheque shall be made payable to the order of the person or persons entitled or to such other person as the person or persons entitled may in writing direct and payment of the cheque shall be a good discharge to the Company. Any joint holder or other person jointly entitled to a share as aforesaid may give receipts for any dividend or other moneys payable in respect of the share.

113. No dividend or other moneys payable in respect of a share shall bear interest against the Company unless otherwise provided by the rights attached to the share.

114. Any dividend which has remained unclaimed for twelve years from the date when it became due for payment shall, if the Directors so resolve, be forfeited and cease to remain owing by the Company.

ACCOUNTS

115. No member shall (as such) have any right of inspecting any accounting records or other book or document of the Company except as conferred by the statute or authorised by the Directors or by Ordinary Resolution of the Company.

CAPITALISATION OF PROFITS

116. The Directors may with the authority of an Ordinary Resolution of the Company:-

- (a) subject as hereinafter provided, resolve to capitalise any undivided profits of the Company not required for paying any preferential dividend (whether or not they are available for distribution) or any sum standing to the credit of the Company's share premium account or capital redemption reserve;
- (b) appropriate the sum resolved to be capitalised to the members who would have been entitled to it if it were distributed by way of dividend and in the same proportions and apply such sum on their behalf either in or towards paying up the amounts, if any, for the time being unpaid on any shares held by them respectively, or in paying up in full unissued shares or debentures of the Company of a nominal amount equal to that sum, and allot the shares or debentures credited as fully paid to those members, or as they may direct in those proportions, or partly in one way and partly in the other; but the share premium account, the capital redemption reserve, and any profits which are not available for distribution may, for the purpose of this Article, only be applied in paying up unissued shares to be allotted to members credited as fully paid;
- (c) make such provision by the issue of fractional certificates or by payment in cash or otherwise as they may determine in the case of shares or debentures becoming distributable under this Article in fractions; and
- (d) authorise any person to enter on behalf of all the members concerned into an agreement with the Company providing for the allotment to them respectively, credited as fully paid, of any shares or debentures to which they are entitled upon such capitalisation, any agreement made under such authority being binding on all such members.

NOTICES

117. Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the Directors may not be in writing.

118. The Company may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address.

In the case of joint holders of a share, all notices shall be given to the joint holder whose name stands first in the register of members in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders.

119. A member present, either in person or by proxy, at any meeting of the Company or of the holders of any class of shares in the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

120. Every person who becomes entitled to share shall be bound by any notice in respect of that share which, before his name is entered in the register of members, has been duly given to a person from whom he derives his title.

121. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall, unless the contrary is proved, be deemed to be given at the expiration of 48 hours after the envelope containing it was posted.

122. A notice may be given by the Company to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending or delivering it, in any manner authorised by the Articles for the giving of notice to a member, addressed to them by name, or by the title for representatives of the deceased, or trustee of the bankrupt or by any like description at the address, if any, supplied for that purpose by the persons claiming to be so entitled. Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy had not occurred.

WINDING UP

123. If the Company is wound up, the liquidator may, with the sanction of an Extraordinary Resolution of the Company and any other sanction required by the Act, divide among the members in specie the whole or any part of the assets of the Company and may, for that purpose, value any assets and determine how the division shall be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members as he with the like sanction determines, but no member shall be compelled to accept any assets upon which there is a liability.

INDEMNITY

124. Every Director or other officer of the Company shall 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 727 of the Act or under Section 144(3) 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 insofar as its provisions are not avoided by Section 310 of the Act.