

SPECIAL AND ELECTIVE RESOLUTIONS OF
VIRGIN RETAIL GROUP LIMITED

Passed on the 18th day of April 1994

At an Extraordinary General Meeting of the members of the above-named company, duly convened and held at 120 Campden Hill Road, London W8 7AR on the 18th day of April 1994 the following resolutions were passed as Special and Elective Resolutions of the Company:

1. Special Resolution

IT WAS RESOLVED THAT the draft regulations produced to the members and initialed by the Chairman for the purposes of identification be adopted as the Articles of Association of the Company in substitution for and to the exclusion of all the existing Articles of Association of the Company.

2. Elective Resolutions

IT WAS RESOLVED THAT in accordance with Section 379A of The Companies Act 1985 ("the Act") the Company hereby elects pursuant to Section 252 of the Act, to dispense with the laying of Accounts and Reports before the Company in General Meeting.

IT WAS RESOLVED THAT in accordance with Section 379A of The Companies Act 1985 ("the Act") the Company elects pursuant to Section 366A of the Act, to dispense with the holding of Annual General Meetings.

IT WAS RESOLVED THAT in accordance with Section 379A of The Companies Act 1985 ("the Act") the Company hereby elects pursuant to Section 386 of the Act, to dispense with the obligation to appoint auditors annually.

Secretary

THE COMPANIES ACT 1985
PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION
of
VIRGIN RETAIL GROUP LIMITED

Company Number 2376810

FRESHFIELDS



THE COMPANIES ACT 1985
PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION
of
VIRGIN RETAIL GROUP LIMITED

(as at 15 April 1994)

PRELIMINARY

- 1.(a) The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (such Table being hereinafter called *Table A*) shall apply to the Company save insofar as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company.
- (b) In these Articles the *Act* means the Companies Act 1985, but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

SHARE CAPITAL

2. The share capital of the Company is £8,100,000 and US\$ 4,616.07 divided into 8,000,000 cumulative redeemable preference shares of £1 each (the *Preference Shares*), 1,000,000 "A" Ordinary Shares of 10 pence each (the "*A*" *Ordinary Shares*) and 461,607 Ordinary Shares of US\$ 0.01 each (the *Ordinary Shares*). In these Articles, reference to *shares* shall mean the Preference Shares, the "A" Ordinary Shares and the Ordinary Shares except where the context precludes such interpretation.
3. The shares shall confer upon a holder of such shares the following respective rights and privileges and are subject to the following conditions and restrictions:

(a) Dividends

The net profit in respect of each financial year of the Company which by law is available for distribution by the Company shall be applied in payment of dividends to members of the Company in the following manner and order of priority, subject, in the case of dividends payable on Ordinary Shares, to the prior approval of a general meeting of the Ordinary Shareholders;

- (i) Firstly, the Preference Shares shall be entitled to a dividend equal to one-third of the profits by law available for distribution, provided that if such dividend shall exceed 9.375 per cent. of the amounts for the time being paid up or credited as paid up on the Preference Shares, the dividend shall be limited to 9.375 per cent., to become payable and to be paid on the 15 December in each year, the first such payment being on 15 December 1990. The right to dividends shall be cumulative, with the result that if by reason of insufficiency of profits a dividend is not paid, or not paid in full, on 15 December 1990 or in any subsequent year, the shares shall carry the entitlement to be paid that dividend or the amount thereof unpaid in that year on a subsequent date;
- (ii) Secondly, and subject to the dividend referred to in sub-paragraph (i) above having been declared and paid in full in respect of the financial year in question, the holders of the Ordinary Shares and the Preference Shares shall be entitled to a dividend or dividends of such amount if any as the Board of Directors shall recommend to be paid in the following proportions:
 - (A) as to 99 per cent. of such amount in respect of the Ordinary Shares, to be paid in proportion to the amounts paid up or credited as paid up thereon;
 - (B) as to 1 per cent. of such amount in respect of the Preference Shares.

The "A" Ordinary Shares shall carry no rights to dividends.

(b) Capital

On a return of assets, whether on a dissolution, winding-up or otherwise, the assets of the Company available for distribution amongst the holders of the shares shall be applied as follows:

- (i) Firstly, an amount per share equal to 105 per cent. of the nominal value of the share (or if a Preference Share is not fully paid up or credited as fully paid an amount equal to 105 per cent. of the sum

paid up) together with interest of 9.375 per cent per annum on that amount from the date of the resolution or court order for dissolution or winding-up until the amount is paid to the holders of the Preference Shares;

(ii) Secondly, subject to Article 3(b)(iii) below, in paying over the balance, if any, of such assets to the holders of the Ordinary Shares in proportion to the amounts paid up or credited as paid on the number of such shares held by them respectively;

(iii) Thirdly, in the event that every holder of Ordinary Shares has received at least £1 million per share pursuant to Article 3(b)(ii) above, in paying to the holders of the "A" Ordinary Shares in proportion to the amounts paid up or credited as paid up on their respective holdings of such shares, the nominal value of such shares;

(c) Except as provided in paragraphs (a) and (b) of this Article, the Preference Shares shall not carry any other right to participate in profits or assets.

(d) Voting Rights

(i) the Preference Shares shall confer on the holders the right to receive notice of all general meetings of the Company whether or not the holders are entitled to vote at such general meetings;

(ii) the Preference Shares shall not confer on the holders the right to attend and vote at a general meeting of the Company unless a resolution is to be proposed at a general meeting which amounts to a variation or alteration of rights attached to the Preference Shares under Article 4, in which event the Preference Shares shall confer on the holders thereof the right to attend and vote at that general meeting save that such holders may not vote upon any business dealt with at such general meeting other than:

(A) the election of a Chairman; and

(B) any motion for an adjournment; and

(C) any resolution which amounts to a variation or alteration of rights attached to the Preference Shares under Article 4;

(iii) the "A" Ordinary Shares shall carry no voting rights and shall not entitle the holders thereof to receive notice of, attend or speak at any general meeting of the Company;

(e) Right of the Preference Shareholders to put the Company into Liquidation

- (i) the holders for the time being of the Preference Shares shall be entitled to procure the winding up of the Company at any time on the passing of a special resolution in the manner set out in sub-paragraphs (ii) to (iv) below;
- (ii) the holders for the time being of three quarters of the Preference Shares may by notice (the *Winding Up Notice*) served on the Directors of the Company require the Directors to serve a notice (the *Notice to Optionholders*) forthwith on the Ordinary Shareholders containing the information prescribed by sub-paragraph (iii) below;
- (iii) the Notice to Optionholders shall state that the holders of three quarters of the Preference Shares propose to procure that the Company be wound up and that the holders of the majority of the Ordinary Shares may by the service of an Option Notice and the subsequent exercise of their option purchase the Preference Shares held by the signatories to the Winding Up Notice in the manner set out in paragraph 6 within the period of one month from the date of the Notice to Optionholders but that if the majority of Ordinary Shareholders have not served an Option Notice (as defined in paragraph (f)(i)) within such period the Directors will convene an extraordinary general meeting of the Preference Shareholders in accordance with the provisions of sub-paragraph (iv) below;
- (iv) if a majority of Ordinary Shareholders have not served an Option Notice within such one month period, the Directors shall within 2 weeks of the expiry of such period serve on the Ordinary Shareholders and the Preference Shareholders a notice convening an extraordinary general meeting of the Preference Shareholders to consider and, if thought fit, to pass a special resolution that the Company be wound up. The Ordinary Shareholders will not be entitled to attend and vote at such meeting convened in accordance with this paragraph (e);

(f) Options Over Preference Shares

Every Preference Share shall be held subject to an option to purchase the same at the price and upon the terms hereinafter specified.

- (i) such option shall be exercisable in accordance with sub-paragraph (iii) below by not less than one month's notice in writing (the *Option Notice*) signed by the holder or holders for the

time being of the majority of the Ordinary Shares in issue at the date of the notice addressed to the Secretary of the Company at the Office of the Company and specifying the number of Preference Shares in respect of which the option is being exercised;

- (ii) the fact of such notice shall be forthwith communicated by the Secretary to the registered holder or holders for the time being of the Preference Shares and to such of the registered holders of Ordinary Shares as are not signatories to the Option Notice;
- (iii) the option shall be exercisable within one month of the date of the Option Notice;
- (iv) the price at which the Preference Shares shall be sold in pursuance of an exercise of such option under sub-paragraph (i) shall be the amount per share equal to 105 per cent. of the nominal value of the Preference Shares (or if a Preference Share is not fully paid up or credited as fully paid up an amount equal to 105 per cent. of the sum paid up);
- (v) the Preference Shares to be sold in pursuance of an exercise of such option under sub-paragraph (i) above shall subject to sub-paragraph (vi) below be free from any encumbrance;
- (vi) an Ordinary Shareholder who purchased a Preference Share pursuant to the exercise of an option under paragraphs (e) and (f) hereof shall be entitled to any dividend declared by the Company as apportioned from the date of the transfer of the Preference Shares and the original holder of such Preference Shares shall be entitled to the remainder;
- (vii) (A) the option may be exercised in accordance with sub-paragraph (iii) above in respect of all or any number of the Preference Shares to be selected in accordance with sub-paragraphs (B) and (C) below;
 - (B) if the option is exercised in respect of less than 100 per cent. of the Preference Shares the Preference Shares in respect of which the option is exercised shall be selected by the Secretary of the Company from the shareholdings of each of the Preference Shareholders in proportion to the number of Preference Shares constituting such shareholdings;
 - (C) if the exercise of the option is pursuant to the service on the Ordinary Shareholders of a Notice to Optionholders in accordance with paragraph (e) the option must be exercised in

respect of each of the Preference Shares held by the signatories to the Winding-Up Notice;

- (viii) upon any exercise of the option in manner aforesaid under paragraphs (e) or (f) there shall be deemed to be constituted a binding contract for the sale by the registered holder or holders for the time being of the Preference Shares such Preference Shares comprised in such notice upon the terms aforesaid and upon the expiration of such notice the registered holder or holders thereof shall deliver to the Ordinary Shareholder wishing to purchase the same (hereinafter called the *purchaser*) or his nominee a duly executed transfer or transfers of the said Preference Shares together with the certificate or certificates therefor and thereupon the price shall be payable to him or them;
- (ix) in the event of any shareholder, after having become bound as aforesaid, making default in transferring such Preference Shares, the Board of Directors may appoint some person to execute a transfer of such Preference Shares in the name and on behalf of such holder to the Purchaser or his nominee and such appointment and any transfer executed in pursuance thereof shall be effective and the Company may thereupon cause the name of the purchaser or his nominee as aforesaid to be entered in the register as the holder thereof and deliver to him a certificate therefor and cancel the previous certificate therefor and may receive the purchase money and hold the same in trust for such person in default but without any liability to pay or account for interest thereon. The receipt of the Company for such purchase money shall be a good discharge to the purchaser and after his or his nominee's name has been entered in the register in purported exercise of the said power the validity of the proceedings shall not be questioned by any person;
- (x) the Preference Shares in respect of which an option is exercised (the *Option Shares*) shall be purchased by the Ordinary Shareholders (or their respective nominees whether or not such Ordinary Shareholders are signatories to the Option Notice) in proportion to their holdings of Ordinary Shares provided that if any Ordinary Shareholder or his nominee shall not wish to purchase any or part of his entitlement to the Option Shares, the Option Shares representing such part of his entitlement as he or his nominee shall not wish to purchase shall be purchased by such of the Ordinary Shareholders as shall wish to purchase such Option Shares in proportion to their holdings of Ordinary Shares;
- (xi) for the purpose of Article 3(e) and (f) the right of the Ordinary Shareholders to exercise their options shall extend over any fully

paid bonus shares issued and ranking pari passu with the existing Preference Shares;

(g) Redemption

- (i) the Company shall have the right, subject to the provisions of the Act, to redeem at any time the whole or any part of the Preference Shares for the time being issued and outstanding upon giving to the holders of the shares to be redeemed not less than one month's previous notice in writing;
- (ii) If
 - (A) in the opinion of the Directors there is no reason why the Company should not redeem the Preference Shares; and
 - (B) the holders of the Preference shares have passed a special resolution requesting the Company to redeem the outstanding Preference Shares on or as soon as practicable after the date specified in that resolution (which shall be not earlier than 31 July 1993)

then the Company shall redeem the Preference Shares.

Not less than one month's previous notice in writing shall be given to the holders of such shares specifying the date upon which the same will be redeemed;

- (iii) in the case of any partial redemption under sub-paragraph (i) above, the Company shall for the purpose of ascertaining the particular shares to be redeemed cause a drawing to be made at the Office or at such other place as the Directors may decide in the presence of a representative of the Auditors;
- (iv) 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 the amount due to him in respect of such redemption. If any certificate so delivered to the Company includes any shares not redeemable on that occasion, a fresh certificate for such shares shall be issued to the holder delivering such certificate to the Company;

- (v) there shall be paid on each Preference Share redeemed an amount per share equal to 105 per cent. of the nominal value of the share (or if a Preference Share is not fully paid up or credited as fully paid an amount equal to 105 per cent. of the sum paid up),
- (vi) as from the date fixed for redemption of any Preference Shares dividends shall cease to accrue on the shares except on any such share in respect of which, upon due presentation of the certificate relating thereto, payment of the money due at such redemption shall be refused;
- (vii) the receipt of the registered holder for the time being of any Preference Shares or in the case of joint registered holders the receipt of any of them for the monies payable on redemption of such shares shall constitute an absolute discharge to the Company in respect thereof.

VARIATION OF RIGHTS

4. Whenever the capital of the Company is divided into difference classes of shares, the rights attached to any class may (unless otherwise provided by the terms of issue of the shares of that class) be varied or abrogated whether or not the Company is being wound up, either with the consent in writing of the holders of three-fourths of the issued shares of the class or with the sanction of an extraordinary resolution passed at a separate general meeting of such holders (but not otherwise). For these purposes the issue of any Ordinary Shares, Preference Shares or other share capital or the variation of the rights attaching to any shares of the Company shall be treated as a variation or alteration of the rights attached to the Preference Shares. All the provisions of these Articles relating to general meetings of the Company or the proceedings thereat shall, mutatis mutandis, apply to every such separate general meeting, except that.

- (a) the necessary quorum shall be not less than two persons holding or representing by proxy one-third in nominal amount of the issued shares of the class or, at any adjourned meeting of such holders, those members who are present in person or by proxy, whatever their holdings; and
- (b) the holders of shares of the class shall on a poll have one vote in respect of every share of the class held by them respectively.

ALLOTMENT OF SHARES

- 5.(a) Shares which are comprised in the authorised share capital with which the Company is incorporated shall be under the control of the Directors who may (subject to Section 80 of the Act and to paragraph (d) below) allot, grant options over or otherwise dispose of the same, to such persons, on such terms and in such manner as they think fit.

- (b) All shares which are not comprised in the authorised share capital with which the Company is incorporated and which the Directors propose to issue shall first be offered to the Members in proportion as nearly as may be to the number of the existing shares held by them respectively unless the Company in General Meeting shall by Special Resolution otherwise direct. The offer shall be made by notice specifying the number of shares offered, and limiting a period (not being less than fourteen days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period, those shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the said period, accepted all the shares offered to them; such further offer shall be made in like terms in the same manner and limited by a like period as the original offer. Any shares not accepted pursuant to such offer or further offer as aforesaid or not capable of being offered as aforesaid except by way of fractions and any shares released from the provisions of this Articles by any such Special Resolution as aforesaid shall be under the control of the Directors, who may allot, grant options over or otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit, provided that, in the case of shares not accepted as aforesaid, such shares shall not be disposed of on terms which are more favourable to the subscribers therefor than the terms on which they were offered to the Members. The foregoing provisions of this paragraph (b) shall have effect subject to Section 80 of the Act.
- (c) In accordance with Section 91(1) of the Act Sections 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to the Company.
- (d) The Directors are generally and unconditionally authorised for the purposes of Section 80 of the Act, to exercise any power of the Company to allot and grant rights to subscribe for or convert securities into shares of the Company up to the amount of the authorised share capital with which the Company is incorporated at any time or times during the period of five years from the date of incorporation and the Directors may, after that period, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company within that period. The authority hereby given may at any time (subject to the said Section 80) be renewed, revoked or varied by Ordinary Resolution of the company in General Meeting.

SHARES

6. The lien conferred by Clause 8 in Table A shall attach also to fully paid-up shares, and the Company shall also have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all

moneys presently payable by him or his estate to the Company. Clause 8 in Table A shall be modified accordingly.

7. The liability of any Member in default in respect of a call shall be increased by the addition at the end of the first sentence of Clause 18 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

SHARE WARRANTS TO BEARER

- 8.(a) Subject to the provisions of the Act, the Directors may, with respect to paid up shares, issue under the seal of the Company share warrants to bearer stating that the bearer is entitled to the shares specified and may provide, by coupons or otherwise, for the ascertainment of the entitlement to future dividends or any other right arising on the shares included in such warrants. All shares while represented by warrants shall be transferable by delivery of the warrants relating thereto.
- (b) The Directors may determine, and from time to time vary, the conditions upon which share warrants may be issued and in particular upon which a new share warrant or coupon will be issued in the place of one worn out, defaced or destroyed and upon which the bearer of a share warrant shall be entitled to attend and vote at general meetings provided that no new share warrant shall be issued unless the directors are satisfied beyond reasonable doubt that the original warrant has been destroyed.
- (c) Subject to the provisions of these Articles and of the Act, the bearer of a share warrant shall be deemed to be a member of the Company to the full extent and shall be subject to the conditions relevant thereto for the time being in force.

GENERAL MEETINGS AND RESOLUTIONS

- 9.(a) A notice convening a General Meeting shall be required to specify the general nature of the business to be transacted only in the case of special business and Clause 38 in Table A shall be modified accordingly.

All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets, and the reports of the Directors and Auditors, and the appointment of, and the fixing of the remuneration of, the Auditors.

- (b) 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; and notices of and other communications relating to any General Meeting which any

- Member is entitled to receive shall be sent to the Directors and to the Auditors for the time being of the Company.
- 10 (a) Clause 40 in Table A shall be read and construed as if the words "at the time when the Meeting proceeds to business" were added at the end of the first sentence.
- (b) if a quorum is not present within half an hour from the time appointed for a General Meeting the General Meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine; and if at the adjourned General Meeting a quorum is not present within half an hour from the time appointed therefor such adjourned General Meeting shall be dissolved;
- (c) Clause 41 in Table A shall not apply to the Company.

APPOINTMENT OF DIRECTORS

- 11.(a) Clause 64 in Table A shall not apply to the Company;
- (b) the maximum and minimum number respectively of the Directors may be determined from time to time by Ordinary Resolution in General Meeting of the Company. Subject to and in default of any such determination there shall be no maximum number of Directors and the minimum number of Directors shall be one. Whensoever the minimum number of the Directors shall be one, a sole Director shall have authority to exercise all the powers and discretions by Table A and by these Articles expressed to be vested in the Directors generally, and Clause 89 in Table A shall be modified accordingly;
- (c) the Directors shall not be required to retire by rotation and Clauses 73 to 80 (inclusive) in Table A shall not apply to the Company;
- (d) no person shall be appointed a director at any General Meeting unless either:-
 - (i) he is recommended by the Directors; or
 - (ii) not less than fourteen nor more than thirty-five clear days before the date appointed for the General Meeting, notice executed by a Member qualified to vote at the General Meeting has been given to the Company of the intention to propose that person for appointment, together with notice executed by that person of his willingness to be appointed;

- (e) subject to paragraph (d) above, the Company may by Ordinary Resolution in General Meeting appoint any person who is willing to act to be a Director, either to fill a vacancy or as an additional Director;
- (f) 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 determined in accordance with paragraph (b) above as the maximum number of Directors and for the time being in force.

BORROWING POWERS

12. The Directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and subject (in the case of any security convertible into shares) to Section 80 of the Act to grant any mortgage, charge or standard security over 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 of any third party

ALTERNATE DIRECTORS

- 13.(a) An alternate Director 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, and the first sentence of Clause 66 in Table A shall be modified accordingly;
- (b) a Director, or any such other person as is mentioned in Clause 65 in Table A, may act as an alternate Director to represent more than one Director, and an alternate Director shall be entitled at any meeting of the Directors or of 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.

DISQUALIFICATION OF DIRECTORS

14. The office of a Director shall be vacated if he becomes incapable by reason of illness or injury of managing and administering his property and affairs, and Clause 81 in Table A shall be modified accordingly.

GRATUITIES AND PENSIONS

- 15.(a) The Directors may exercise the powers of the Company conferred by Clause 3(t) of the Memorandum of Association of the Company and shall

be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers;

- (b) Clause 87 in Table A shall not apply to the Company.

PROCEEDINGS OF DIRECTORS

16.(a) A Director may vote, at any meeting of the Directors or of any committee of the Directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution as aforesaid his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting;

- (b) Clauses 94 to 97 (inclusive) in Table A shall not apply to the Company.

(c) Without prejudice to the first sentence of Article 88 of Table A, a meeting of the board or of a committee of the board may consist of a conference between directors who are not all in one place, but of whom each is able (directly or by telephonic communication) to speak to each of the others, and to be heard by each of the others simultaneously; and the word "meeting" in these Articles shall be construed accordingly.

INDEMNITY

17.(a) 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 144 or Section 727 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 310 of the Act;

- (b) Clause 118 in Table A shall not apply to the Company.

TRANSFER OF SHARES

18 The Directors may in their absolute discretion and without assigning any reason therefore, decline to register the Transfer of a share, whether or not it is a fully paid share, and the first sentence of Clause 24 in Table A shall not apply to the Company.