

**Statutory Declaration of compliance
with requirements on application
for registration of a company**

Please do not
write in
this margin

Pursuant to section 12(3) of the Companies Act 1985

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

* Insert full
name of Company

† delete as
appropriate

To the Registrar of Companies
(Address overleaf)

For official use

For official use

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Name of company

* LEGISLATOR 1140 LIMITED

I, MAUREEN POOLEY

of 12 LODGE LANE, OLD CATTON, NORWICH, NORFOLK, NR6 7HG

do solemnly and sincerely declare that I am a [XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Solicitor engaged in the formation of the company]†
[person named as director or secretary of the company in the statement delivered to the registrar
under section 10(2)]† and that all the requirements of the above Act in respect of the registration of the
above company and of matters precedent and incidental to it have been complied with,
And I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835

Declared at 7 Upper Wing Street
Norwich
Norfolk

Declarant to sign below

the 4th day of December
One thousand nine hundred and ninety one
before me Philippa Smith

Philippa

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

CO1/MP/Inc

Presenter's name address and
reference (if any):
DAYNES HILL & PERKS
HOLLAND COURT
THE CLOSE
NORWICH, NORFOLK,
NR1 4DX
TEL: 0603 611212

For official Use
New Companies Section

Post room





COMPANIES HOUSE

10

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

This form should be completed in black.

Company name (in full)

CN

2670582

For official use

9

LEGISLATOR 1140 LIMITED

Registered office of the company on
incorporation.

RO

HOLLAND COURT

THE CLOSE

Post town

NORWICH

County/Region

NORFOLK

Postcode

NR1 4DX

If the memorandum is delivered by an
agent for the subscribers of the
memorandum mark 'X' in the box
opposite and give the agent's name
and address.

☐

Name

RA

Post town

County/Region

Postcode

Number of continuation sheets attached

☐

To whom should Companies House
direct any enquiries about the
information shown in this form?

DAYNES HILL & PERKS

HOLLAND COURT, THE CLOSE,
NORWICH, NORFOLK

NR1 4DX

0603 611212

Postcode CO1/MP/Inc

Telephone

Extension

Company Secretary (See notes 1 - 5)

Name *Style/Title
Forenames
Surname
*Honours etc
Previous forenames
Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Consent signature**Directors** (See notes 1 - 5)

Please list directors in alphabetical order.

Name *Style/Title
Forenames
Surname
*Honours etc
Previous forenames
Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.


Date of birth

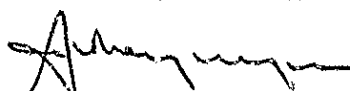
Business occupation

Other directorships

* Voluntary details

Consent signature

CS	MRS
	MAUREEN
	POOLEY
AD	12 LODGE LANE
	OLD CATTON
Post town	NORWICH
County/Region	NORFOLK
Postcode	NR6 7HG
Country	ENGLAND
I consent to act as secretary of the company named on page 1	
Signed	
Date	4-12-91

CD	MR
	ANTHONY JUSTIN GERARD
	MCGURK
AD	32 COLLEGE ROAD
	NORWICH
Post town	NORFOLK
County/Region	NR2 3JJ
Postcode	ENGLAND
Country	BRITISH
DO	28 06 61
Nationality	NA
OC	SOLICITOR
OD	
I consent to act as director of the company named on page 1	
Signed	
Date	4-12-91

Directors (continued)

(See notes 1 - 5)

Name *Style/Title

Forenames

Surname

*Honours etc

Previous forenames

Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Date of birth

Business occupation

Other directorships

* Voluntary details

Consent signature

CD	MRS	
	MAUREEN	
	POOLEY	
AD	12 LODGE LANE	
	OLD CATTON	
	NORWICH	
	NORFOLK	
	NR6 7HG	ENGLAND
	BRITISH	
	CORPORATE CONTROLLER	
	I consent to act as director of the company named on page 1	
Signed	<i>Maureen Pooley</i>	Date <i>4-12-91</i>

Delete if the form
is signed by the
subscribers.

Signature of agent on behalf of all subscribers	Date
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Delete if the form
is signed by an
agent on behalf of
all the subscribers.

All the subscribers
must sign either
personally or by a
person or persons
authorised to sign
for them.

Signed	<i>Maureen Pooley</i>	Date	<i>4-12-91</i>
Signed	<i>[Signature]</i>	Date	<i>4-12-91</i>
Signed		Date	
Signed		Date	
Signed		Date	
Signed		Date	

The Companies Act 1985

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

of

LEGISLATOR 1140 LIMITED



1. The Company's name is "Legislator 1140 Limited".
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:-
 - 3.1 To carry out all or any of the businesses of general merchants and traders, cash and credit traders, manufacturers' agents and representatives, insurance brokers and consultants, estate and advertising agents, mortgage brokers, financial agents, advisers, managers and administrators, hire purchase and general financiers, brokers and agents, commission agents, importers and exporters, manufacturers, retailers, wholesalers, buyers, sellers, distributors and shippers of, and dealers in all products, goods, wares, merchandise and produce of every description, to participate in, undertake, perform and carry on all kinds of commercial, industrial, trading and financial operations and enterprises; to carry on all or any of the businesses of marketing and business consultants, advertising agents and contractors, general storekeepers, warehousemen, discount traders, mail order specialists, railway, shipping and forwarding agents, shippers, traders, capitalists and financiers either on the Company's own account or otherwise, printers and publishers; haulage and transport contractors, garage proprietors, operators, hirers and letters on hire of, and dealers in motor and other vehicles, craft, plant, machinery, tools and equipment of all kinds; and to purchase or otherwise acquire and take over any businesses or undertakings which may be deemed expedient, or to become interested in, and to carry on or dispose of, remove or put an end to the same or otherwise deal with any such businesses or undertakings as may be thought desirable.
 - 3.2 To carry on any other trade or business whatever which can in the opinion of the board of directors be advantageously carried on in connection with or as being ancillary to any of the businesses or activities of the Company.
 - 3.3 To purchase or by any other means acquire and take

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options over any property whatever, and any rights or privileges of any kind over or in respect of any property.

3.4 To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.

3.5 To acquire and undertake the whole or any part of the business, goodwill and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for any such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.

3.6 To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.

3.7 To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined by the board of directors and to hold or otherwise deal with any investments made.

3.8 To lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company) and to receive money on deposit or loan upon any terms.

3.9 To guarantee or otherwise support or secure, either with or without the Company receiving any consideration or advantage and whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property, assets, rights and revenues (present and future) and uncalled capital of the Company, or by both such methods or by any other means whatever, the performance of the liabilities and obligations

of and the repayment or payment of any moneys whatever by any person, firm or company, including (but not limited to):-

3.9.1 any liabilities and obligations whatever of, and the repayment or payment of any moneys whatever by, any company which is for the time being or is likely to become the Company's holding company or a subsidiary of the Company or another subsidiary of the Company's holding company or otherwise associated with the Company in business; and

3.9.2 any liabilities and obligations incurred in connection with or for the purpose of the acquisition of shares in the Company or in any company which is for the time being the Company's holding company in so far as the giving of any such guarantee or other support or security is not prohibited by law; and

3.9.3 the repayment or payment of the principal amounts of, and premiums, interest and dividends on, any borrowings and securities.

3.10 To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.

3.11 To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.

3.12 To apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem to the board of directors to be calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem to such board to be calculated directly or indirectly to prejudice the Company's interests.

3.13 To enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem to the board of directors to be conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which such board may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges and concessions.

3.14 To subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world.

3.15 To control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem to the board of directors to be desirable with respect to any business or operations of or generally with respect to any such company or companies.

3.16 To promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear to the board of directors to be likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.

3.17 To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the board of directors may think fit, and in particular (but without limitation) for shares, debentures, or securities of any company purchasing the same.

3.18 To act as agent or broker and as trustee or nominee for any person, firm or company, and to undertake and perform sub-contracts.

3.19 To remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment to him or them of shares or other securities of the Company credited as paid up in full or in part or otherwise.

3.20 To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares or other securities of the Company.

3.21 To provide, and to establish and maintain or concur in establishing and maintaining trusts, funds, schemes, clubs or

other arrangements (whether contributory or non-contributory) with a view to providing:

3.21.1 pensions, insurances, allowances, gratuities, bonuses and incentives and benefits of every description including, but not limited to, retirement benefits schemes and/or life assurance schemes; and

3.21.2 employees' share schemes (within the meaning of Section 743 of the Companies Act 1985) including, but not limited to, profit sharing, share option and share purchase schemes

to or for the benefit of officers, ex-officers, employees or ex-employees of the Company or its predecessors in business or of any company which is for the time being or has at any time been the Company's holding company or a subsidiary of the Company or another subsidiary of that holding company or of any predecessor in business of any such company or the dependants or relatives of any such persons; and to provide or lend money or provide other financial assistance in accordance with or for the purposes of such arrangements;

3.22 To support (whether by direct subscription, the giving of guarantees or otherwise) any charitable, benevolent or educational fund, institution or organisation, or any event or purpose of a public or general nature, the support of which will or may, in the opinion of the board of directors, directly or indirectly benefit, or is calculated so to benefit, the Company or its business or activities or its officers, ex-officers, employees or ex-employees or the business, activities, officers, ex-officers, employees or ex-employees of any company which is for the time being or has at any time been the Company's holding company or a subsidiary of the Company or another subsidiary of that holding company or the officers, ex-officers, employees or ex-employees of any predecessor in business of the Company or any such company as aforesaid.

3.23 Subject to and in accordance with a due compliance with the provisions of sections 155 to 158 (inclusive) of the Act (if and so far as such provisions shall be applicable), to give, whether directly or indirectly, any kind of financial assistance (as defined in section 152(1)(a) of the Act) for any such purpose as is specified in section 151(1) and/or section 151(2) of the Act.

3.24 To purchase and maintain, for the benefit of any director (including an alternate director), officer or auditor of the Company or of any company which is the holding company, a subsidiary, or a fellow subsidiary of the Company, insurance against any liability as is referred to in section 310(1) of the Act and, subject to the provisions of the Act, against any other liability which may attach to him or loss or expenditure which he may incur in relation to anything done or alleged to have been done or omitted to be done as a director (including an alternate director), officer or auditor and, subject also to the provisions of the Act, to indemnify

any such person out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the lawful execution of the duties of his office or otherwise in relation thereto and, without prejudice to the foregoing, to grant any such indemnity after the occurrence of the event giving rise to any such liability.

3.25 To distribute among the members of the Company in kind any property of the Company of whatever nature.

3.26 To procure the Company to be registered or recognised in any part of the world.

3.27 To do all or any of the things or matters aforesaid in any part of the world and either as principal, agent, contractor or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.

3.28 To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.

AND so that:-

(a) none of the objects set out in any of the preceding sub-clauses of this Clause 3 shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this Clause 3, or by reference to or inference from the name of the Company;

(b) none of the preceding sub-clauses of this Clause 3 and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause, and the Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this Clause 3 as though each such sub-clause contained the objects of a separate Company;

(c) the word "company" in this Clause 3, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere;

(d) in this Clause 3 the expressions "holding company" and "subsidiary" shall have the meanings given to them respectively by section 736 of the Act and the expression "subsidiaries" shall include a subsidiary undertaking as defined by section 258 of the Act; and

(e) in this Clause 3 the expression "the Act" means the Companies Act 1985, but so that any reference in this

Clause to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision at the time this Clause 3 take effect.

4. The liability of the members is limited.

5. The Company's share capital is £100 divided into 100 shares of £1 each.

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

Names, addresses and descriptions of Subscribers	Number of Shares taken by each Subscriber
---	--

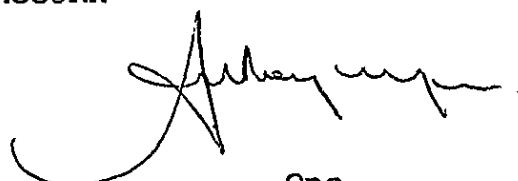
MAUREEN POOLEY
12 Lodge Lane
Old Catton
Norwich
Norfolk
NR6 7HG



CORPORATE CONTROLLER

One

ANTHONY JUSTIN GERARD MCGURK
32 College Road
Norwich
Norfolk
NR2 3JJ



SOLICITOR

One

Dated: 4-12-1991

Witness to the above signatures:-

CHRISTINE LESLEY LITCHFIELD
10 Garden Road
SHERINGHAM
Norfolk NR26 8HT



SECRETARY

The Companies Act 1985

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

LEGISLATOR 1140 LIMITED

1. Preliminary

The regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 in force at the time of adoption of these Articles (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied by these Articles and such regulations (save as so excluded or varied) and these Articles shall be the regulations of the Company.

2. Interpretation

In these Articles and in Table A the following expressions have the following meanings unless inconsistent with the context:-

"the Act"	the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force.
"these Articles"	these Articles of Association, whether as originally adopted or as from time to time altered by special resolution.
"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.
"the directors"	the directors for the time being of the Company or (as the context shall require) any of them acting as the board of directors of the Company.
"executed"	includes any mode of execution.

"the holder"	in relation to shares means the member whose name is entered in the register of members as the holder of the shares.
"office"	the registered office of the Company.
"seal"	the common seal of the Company (if any).
"secretary"	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.
"share"	includes any interest in a share.
"the United Kingdom"	Great Britain and Northern Ireland.

Unless the context otherwise requires, words or expressions contained in these Articles and in Table A 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. Regulation 1 of Table A shall not apply to the Company.

3. Share Capital

3.1 The authorised share capital of the Company at the time of incorporation of the Company is £100 divided into 100 ordinary shares of £1.00 each.

3.2 No shares comprised in the authorised share capital of the Company from time to time shall be issued without the consent in writing of the holder or holders (in aggregate) of a majority of the voting rights in the Company (within the meaning of section 736A(2) of the Act) nor shall any share be issued at a discount or otherwise be issued in breach of the provisions of these Articles or of the Act.

3.3 Regulation 4 of Table A and, 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.

4. Lien

The Company shall 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. Regulation 8 of Table A shall be modified accordingly.

5. Calls on shares and forfeiture

There shall be added at the end of the first sentence of regulation 18 of Table A, so as to increase the liability of any member in default in respect of a call, the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

6. Transfer of shares

The first sentence in regulation 24 of Table A shall not apply to the Company. The words "they may also" at the beginning of the second sentence of that regulation shall be replaced by the words "the directors may".

7. General meetings

The directors may call general meetings and regulation 37 of Table A shall not apply to the Company.

8. Notice of general meetings.

8.1 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 regulation 38 of Table A shall be modified accordingly. The words "or a resolution appointing a person a director" and paragraphs (a) and (b) in regulation 38 of Table A shall be deleted and the words "in accordance with section 369(3) of the Act" shall be inserted after the words "if it is so agreed" in that regulation.

8.2 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 profit and loss account, balance sheet, and the reports of the directors and auditors, the appointment of and the fixing of the remuneration of the auditors and the giving or renewal of any authority in accordance with the provisions of section 80 of the Act.

8.3 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.

9. Proceedings at general meetings

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 the member or members present in person or by proxy or (being a body corporate) by representative and entitled to vote upon the business to be transacted shall constitute a quorum and shall have power to decide upon all matters which could properly have been disposed of at the general meeting from which the adjournment took place. Regulation 41 of Table A shall not apply to the Company.

10. Votes of members

10.1 Regulation 54 of Table A shall not apply to the Company. Subject to any rights or restrictions for the time being attached to any class or classes of shares, on a show of hands every member entitled to vote who (being an individual) is present in person or by proxy (not being himself a member entitled to vote) or (being a corporate body) is present by a representative or proxy (not being himself a member entitled to vote) shall have one vote and, on a poll, every member shall have one vote for each share of which he is the holder.

10.2 The words "be entitled to" shall be inserted between the words "shall" and "vote" in regulation 57 of Table A.

10.3 A member shall not be entitled to appoint more than one proxy to attend on the same occasion and accordingly the final sentence of regulation 59 of Table A shall not apply to the Company. Any such proxy shall be entitled to cast the votes to which he is entitled in different ways.

11. Number of directors

11.1 Regulation 64 of Table A shall not apply to the Company.

11.2 The maximum number 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.

12. Alternate directors

12.1 An alternate director shall be entitled to receive notice of all meetings of the directors and of all meetings of committees of the directors of which his appointor is a member (subject to his giving to the Company an address within the United Kingdom at which notices may be served on him), to attend and vote at any such meeting at which the director

appointing him is not personally present, and generally to perform all the functions of his appointor at such meeting as a director in his absence. 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. Regulation 66 of Table A shall not apply to the Company.

12.2 A director, or any such other person as is mentioned in regulation 65 of 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 and the final sentence of regulation 88 shall not apply to the Company.

12.3 Save as otherwise provided in the regulations of the Company, an alternate director shall be deemed for the purposes specified in Article 12.1 to be a director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the director appointing him. Regulation 69 of Table A shall not apply to the Company.

13. Appointment and retirement of directors

13.1 The directors shall not be required to retire by rotation and regulations 73 to 80 (inclusive) of Table A shall not apply to the Company.

13.2 A member or members holding a majority of the voting rights in the Company (within the meaning of section 736A(2) of the Act) shall have power at any time, and from time to time, to appoint any person to be a director, either as an additional director (provided that the appointment does not cause the number of directors to exceed any number determined in accordance with Article 11.2 as the maximum number of directors for the time being in force) or to fill a vacancy and to remove from office any director howsoever appointed. Any such appointment or removal shall be made by notice in writing to the Company signed by the member or members making the same or, in the case of a member being a corporate body, signed by one of its directors or duly authorised officers or by its duly authorised attorney and shall take effect upon lodgement of such notice at the office.

13.3 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.

13.4 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 Article 11.2 as the maximum number of directors for the time being in force.

14. Disqualification and removal of directors

The office of a director shall be vacated if:-

14.1 he ceases to be a director by virtue of any provision of the Act or these Articles or he becomes prohibited by law from being a director; or

14.2 he becomes bankrupt or makes any arrangement or composition with his creditors generally; or

14.3 he is, or may be, suffering from mental disorder and either:

14.3.1 he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or

14.3.2 an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or

14.4 he resigns his office by notice to the Company; or

14.5 he shall for more than six consecutive months have been absent without permission of the directors from meetings of the directors held during that period and the directors resolve that his office be vacated; or

14.6 he is removed from office as a director pursuant to Article 13.2;

and regulation 81 of Table A shall not apply to the Company.

15. Gratuities and pensions

Regulation 87 of Table A shall not apply to the Company and the directors may exercise any powers of the Company conferred by its Memorandum of Association to give and provide pensions, annuities, gratuities or any other benefits whatsoever to or for past or present directors or employees (or their dependants) of the Company or any subsidiary or associated undertaking (as defined in section 27(3) of the Companies Act 1989) of the Company and the directors shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.

16. Proceedings of the directors

16.1 Whosoever the minimum number of the directors shall be one pursuant to the provisions of Article 11.2, a sole

director shall have authority to exercise all the powers and discretions which are expressed by Table A and by these Articles to be vested in the directors generally and regulations 39 and 90 of Table A shall be modified accordingly.

16.2 Subject to the provisions of the Act and provided that he has disclosed to the directors the nature and extent of any interest of his, a director notwithstanding his office:-

16.2.1 may be a party to or otherwise interested in any transaction or arrangement with the Company or in which the Company is in any way interested;

16.2.2 may be a director or other officer of or employed by or be 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 in any way interested;

16.2.3 may or any firm or company of which he is a member or director may act in a professional capacity for the Company or any body corporate in which the Company is in any way interested;

16.2.4 shall not by reason of his office be accountable to the Company for any benefit which he derives from such office, service or employment or from any such transaction or arrangement or from any interest in 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; and

16.2.5 shall be entitled to vote on any resolution and (whether or not he shall vote) be counted in the quorum on any matter concerning Articles 16.2.1 to 16.2.4 (inclusive) or on any resolution which 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 resolution as aforesaid his vote shall be counted.

16.3 For the purposes of Article 16.2:-

16.3.1 a general notice 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;

16.3.2 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; and

16.3.3 an interest of a person who is for any purpose of the Act (excluding any statutory modification not in force when the Company was incorporated) connected with a director shall be treated as an interest of the director and in relation to an alternate director an interest of his

appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise.

16.4 Any director (including an alternate director) may participate in a meeting of the directors or a committee of the directors of which he is a member by means of a conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting and, subject to these Articles and the Act, he shall be entitled to vote and be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting then is.

16.5 Regulation 88 of Table A shall be amended by substituting for the sentence:-

"It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom"

the following sentence:-

"Notice of every meeting of the directors shall be given to each director or his alternate, including directors and alternate directors who may for the time being be absent from the United Kingdom and have given the Company an address within the United Kingdom for service."

16.6 Regulations 94 to 97 (inclusive) of Table A shall not apply to the Company.

17. The seal

If the Company has a seal it shall be used only with the authority of the directors or of a committee of the directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined, every instrument to which the seal is affixed shall be signed by one director and by the secretary or another director. The obligation under regulation 6 of Table A relating to the sealing of share certificates shall only apply if the Company has a seal. Regulation 101 of Table A shall not apply to the Company.

18. Notices

18.1 In regulation 112 of Table A, the words "by telex to a telex number supplied by the member for such purpose or" shall be inserted immediately after the words "or by sending it" and the words "first class" shall be inserted immediately before the words "post in a prepaid envelope".

18.2 Where a notice is sent by first class post, proof of the notice having been posted in a properly addressed, prepaid envelope shall be conclusive evidence that the notice

was given and shall be deemed to have been given at the expiration of 24 hours after the envelope containing the same is posted. Where a notice is sent by telex receipt of the appropriate answerback shall be conclusive evidence that the notice was given and the notice shall be deemed to have been given at the time of transmission following receipt of the appropriate answerback. Regulation 115 of Table A shall not apply to the Company.

18.3 If at any time by reason of the suspension or curtailment of postal services within the United Kingdom the Company is unable effectively to convene a general meeting by notices sent through the post, a general meeting may be convened by a notice advertised on the same date in at least two national daily newspapers and such notice shall be deemed to have been duly served on all members entitled thereto at noon on the day when the advertisement appears. In any such case the Company shall send confirmatory copies of the notice by post if at least seven days prior to the meeting the posting of notices to addresses throughout the United Kingdom again becomes practicable.

19. Winding Up

In regulation 117 of Table A, the words "with the like sanction" shall be inserted immediately before the words "determine how the division".

20. Indemnity

20.1 Subject to the provisions of section 310 of the Act every director (including an alternate 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 lawful 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 (including an alternate 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 lawful execution of the duties of his office or in relation thereto. Regulation 118 of Table A shall not apply to the Company.

20.2 The directors shall have power to purchase and maintain at the expense of the Company for the benefit of any director (including an alternate director), officer or auditor of the Company insurance against any such liability as is referred to in section 310(1) of the Act and subject to the provisions of the Act against any other liability which may attach to him or loss or expenditure which he may incur in relation to anything done or alleged to have been done or omitted to be done as a director (including an alternate director), officer or auditor.

20.3 The directors may authorise directors of companies within the same group of companies as the Company to purchase and maintain insurance at the expense of the Company for the benefit of any director (including an alternate director), other officer or auditor of such company in respect of such liability, loss or expenditure as is referred in Article 20.2.

Names, addresses and descriptions of Subscribers

MAUREEN POOLEY
12 Lodge Lane
Old Catton
Norwich
Norfolk
NR6 7HG

Mooley

CORPORATE CONTROLLER

ANTHONY JUSTIN GERARD MCGURK
32 College Road
Norwich
Norfolk
NR2 3JJ

Anthony McGurk

SOLICITOR

Dated: 4-12-1991

Witness to the above signatures:-

CHRISTINE LESLEY LITCHFIELD
10 Garden Road
SHERINGHAM
Norfolk NR26 8HT

C. Litchfield

SECRETARY

FILE COPY



**CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY**

No. 2670582

I hereby certify that

LEGISLATOR 1140 LIMITED

is this day incorporated under the Companies Act 1985 as
a private company and that the Company is limited.

Given under my hand at the Companies Registration Office,
Cardiff the 12 DECEMBER 1991

A handwritten signature in dark ink, appearing to read 'L. Parry'.

MRS. L. PARRY

an authorised officer

**Notice of accounting reference date
(to be delivered within 9 months of
incorporation)**

Please do not
write in
this margin

Pursuant to section 224 of the Companies Act 1985
as inserted by section 3 of the Companies Act 1989

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

To the Registrar of Companies
(Address overleaf)

Company number

2670582

Name of company

* LEGISLATOR 1140 LIMITED

* Insert full name
of company

gives notice that the date on which the company's accounting reference period is to be treated as
coming to an end in each successive year is as shown below:

Important

The accounting
reference date to
be entered along-
side should be
completed as in the
following examples:

Day Month

3 1 0 3

5 April
Day Month

0 5 0 4

30 June
Day Month

3 0 0 6

31 December
Day Month

3 1 1 2

‡ Insert
Director,
Secretary,
Administrator,
Administrative
Receiver or
Receiver
(Scotland) as
appropriate

Signed

Designation: *Company Secretary* Date: *24.1.92.*

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

W.N. MOSS
EASTERN ELECTRICITY PK.
WIGBOLDEN PARK
WIGBOLDEN
IPSWICH
SUFFOLK.
IP9 2AQ.

For official use
D.E.B.

Post COMPANIES HOUSE
25 FEB 1992
M 43

Company No : 2670582

THE COMPANIES ACT 1985.
COMPANY LIMITED BY SHARES
WRITTEN RESOLUTION OF



LEGISLATOR 1140 LIMITED

Passed 17th February 1992

We, the undersigned, being all the Members of the above-named Company entitled to receive notice of and to attend and vote at General Meetings hereby UNANIMOUSLY RESOLVE as follows:-

"That the name of the Company be changed with immediate effect to:-

"E & S RETAIL LTD" "

[Signature]

Company Secretary/
~~Director~~ for and on behalf
of EASTERN ELECTRICITY plc.

[Signature]

Company Secretary/
~~Director~~ for and on
behalf of SOUTHERN
ELECTRIC plc.

Barclays £150.
823975

FILE COPY



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

Company No. 2670582

The Registrar of Companies for England and Wales hereby certifies that

LEGISLATOR 1140 LIMITED

having by special resolution changed its name, is now incorporated
under the name of

E & S RETAIL LTD.

Given at Companies House, Cardiff, the 30th March 1992

P. A. Morgan

P.A.MORGAN (MRS)

For The Registrar Of Companies



C O M P A N I E S H O U S E

ORDINARY RESOLUTIONS OF
E & S RETAIL LIMITED

THE COMPANIES ACT 1985
NO. 2670582

Passed: 23 April 1992

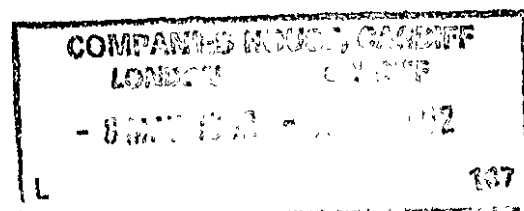
At a duly convened Extraordinary General Meeting of the Company held at Whitefriars, 65 Fleet Street, London EC4Y 1HS on 23 April 1992 the following resolutions were passed as Ordinary Resolutions:

1. THAT the authorised share capital of the Company be and it is hereby increased from £100 to £7,680 by the creation of:-
 - (a) 3,790 'E' Ordinary Shares of £1 each; and
 - (b) 3,790 'S' Ordinary Shares of £1 each.
2. THAT the directors of the Company be and they are hereby generally and unconditionally authorised, pursuant to Section 80 of the Companies Act 1985, to exercise all of the powers of the Company to allot relevant securities (within the meaning of Section 80 of that Act) up to a maximum nominal amount of the authorised share capital of the Company, such authority to replace any previous authority and to expire on 31 December 1992.

Signed:

(Secretary)

124614C



SPECIAL RESOLUTIONS OF
E & S RETAIL LIMITED

THE COMPANIES ACT 1985
NO. 2670582

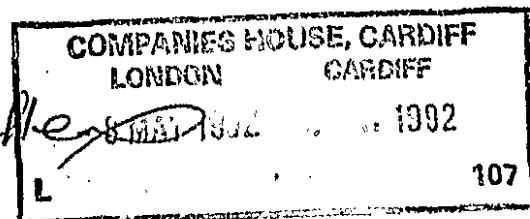
Passed: 23 April 1992

At a duly convened Extraordinary General Meeting of the Company held at Whitefriars, 65 Fleet Street, London EC4Y 1HS on 23 April 1992 the following resolutions were passed as Special Resolutions:

1. THAT the existing authorised share capital of the Company be and it is hereby redesignated as follows:-
 - (a) the Ordinary Share of £1 issued to Eastern Electricity plc and 49 of the unissued Ordinary Shares of £1 each in the capital of the Company be redesignated as 'E' Ordinary Shares of £1 each; and
 - (b) the Ordinary Share of £1 issued to Southern Electric plc and 49 of the unissued Ordinary Shares of £1 each in the capital of the Company be redesignated as 'S' Ordinary Shares of £1 each.
2. THAT the directors of the Company be and they are hereby authorised pursuant to Section 95 of the Companies Act 1985 to allot equity securities (within the meaning of Section 94 of that Act) as if Section 89(1) of that Act did not apply.
3. THAT the Articles of Association of the Company contained in the document produced to the Meeting, marked 'A' and signed for identification by the Chairman be and they are hereby adopted in substitution for, and to the exclusion of, the existing Articles of Association of the Company.

Signed

(Secretary)



124613C

'A'
82

ARTICLES OF ASSOCIATION

OF

E & S RETAIL LIMITED

COMPANIES HOUSE, CARDIFF
LONDON CARDIFF

- 8 MAY 1992 - 3 MAY 1992

L

107

FRESHFIELDS
Whitefriars
65 Fleet Street
London EC4Y 1HS
(APR/JDG/110985C)

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THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

E & S RETAIL LIMITED

(as at 23 April 1992)

1. Table A

The regulations prescribed under section 8 of the Companies Act 1985 do not apply to the Company.

2. Interpretation

In these Articles, unless the context otherwise requires:-

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

"Articles" means the articles of association of the Company;

"Auditors" means the auditors for the time being of the Company;

"Board" means the Directors or any of them acting as the board of directors of the Company;

"Change of Control" means the occurrence of any event as a result of which a Shareholder ceases to be a member of a group to which it belonged prior to the occurrence of that event;

"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;

"Companies Acts" means the Companies Acts as defined by section 744 of the Act and any enactment passed after those Acts which may, by virtue of that or any other such enactment, be cited together with those Acts as "the Companies Acts" (with or without the addition of an indication of the date of any such enactment);

"Directors" means the 'E' Directors, the 'S' Directors and the Executive Directors;

"dividend" means dividend or bonus;

"executed" includes any mode of execution;

"Executive Directors" means the executive directors of the Company from time to time appointed jointly by the Shareholders pursuant to Article 16.4, including their alternates;

"'E' Directors" means the non-executive directors appointed by the 'E' Shareholders pursuant to Article 16.2, including their alternates;

"'E' Shareholder" means a holder of 'E' Shares;

"'E' Shares" means 'E' Ordinary Shares of fl each in the capital of the Company;

"group" means, in relation to any company, that company and every other body corporate which is either (i) a holding company of that company, or (ii) a subsidiary of that company, or (iii) a subsidiary of any holding company of that company (for which purpose "holding company" and "subsidiary" shall be construed in accordance with section 736 of the Act);

"Group of Connected Shareholders" means Shareholders who are members of the same group;

"holder" in relation to shares means the member whose name is entered in the Register as the holder of the shares;

"in writing" means written, or produced by any visible substitute for writing, or partly one and partly another;

"Loans" means all loans, loan capital, borrowings and indebtedness in the nature of borrowing outstanding from time to time to the Company or any of its subsidiaries from any Shareholder, but excluding any debts outstanding on inter-company account which are or have been incurred in the ordinary course of trading;

"Memorandum" means the memorandum of association of the Company;

"month" means calendar month;

"Office" means the registered office of the Company;

"paid" means paid or credited as paid;

"Qualifying Interest" means a holding of Shares which constitutes 35% or more of the total issued ordinary share capital of the Company for the time being;

"Register" means the register of members of the Company;

"S' Directors" means the non-executive directors appointed by the S' Shareholders pursuant to Article 16.3, including their alternates;

"S' Shareholder" means a holder of S' Shares;

"S' Shares" means S' Ordinary Shares of £1 each in the capital of the Company;

"Seal" means the common seal of the Company (if any) 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;

"Shareholders" means the E' Shareholders and/or the S' Shareholders, as the context requires;

"Shares" means E' Shares and/or S' Shares, as the context requires;

"United Kingdom" means Great Britain and Northern Ireland;

"year" means a year from 1st January to 31st December inclusive;

words denoting the singular number include the plural number and vice versa, words denoting the masculine gender include the feminine gender and words denoting persons include corporations;

save as aforesaid, words or expressions defined in the Act (but excluding any statutory modification thereof not in force at the date of adoption of these Articles) shall, if not inconsistent with the subject or context, bear the same meaning in these Articles; and

subject to the preceding sub-paragraph, references to any provision of any enactment or of any subordinate legislation (as defined by section 21(1) of the Interpretation Act 1978) include any modification or re-enactment of that provision for the time being in force.

3. Share Capital

3.1 The share capital of the Company at the date of adoption of these Articles is £7,680 divided into 3,840 'E' Shares and 3,840 'S' Shares. The 'E' Shares and the 'S' Shares constitute different classes of shares but, save as expressly provided in these Articles, shall confer the same rights upon the holders thereof and shall rank pari passu in all respects.

3.2 On a return of capital on liquidation or otherwise the surplus assets of the Company remaining after payment of its liabilities shall be applied in repaying to the 'E' Shareholders and to the 'S' Shareholders the amounts paid up on the 'E' Shares and the 'S' Shares held by them respectively (excluding any premium) and the

balance (if any) of such assets shall belong to and be distributed between the 'E' Shareholders and the 'S' Shareholders in proportion to the nominal value of the 'E' Shares and the 'S' Shares held by them respectively.

3.3 Without the prior written consent of the holders of not less than 75 per cent of the 'E' Shares and of the 'S' Shares for the time being outstanding no shares in the capital of the Company shall be allotted whether for cash or otherwise to any person.

3.4 Subject to Article 3.3 all unissued shares for the time being in the capital of the Company shall be at the disposal of the Board, and the Board may (subject as aforesaid) allot (with or without conferring a right of renunciation), grant options over, or otherwise dispose of them to such persons, on such terms and conditions, and at such times as it thinks fit.

3.5 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.

3.6 The Company may exercise the powers of paying commissions conferred by the Companies Acts. Subject to the provisions of the Companies Acts, any such commission may be satisfied by the payment of cash or by the allotment of fully or partly paid shares or partly in one way and partly in the other.

4. Variation of Rights

4.1 Subject to the provisions of the Companies Acts, whenever the capital of the Company is divided into different 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). All the provisions of the Articles relating to general meetings of the Company and the proceedings thereat shall, mutatis mutandis, apply to every such separate general meeting, except that:-

- (a) the necessary quorum shall be the holder or holders of 75 per cent. of the shares of the relevant class present in person or by proxy, whatever the amount of his holding; 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.

4.2 Unless otherwise provided by the rights attached to any shares, those rights shall be deemed to be varied by the reduction of the capital paid up on the shares and by the allotment of further shares ranking in priority for payment of a dividend or in respect of capital or which confer on the holders voting rights more favourable than those conferred by such first mentioned shares, but shall not otherwise be deemed to be varied either by the creation of further shares or, except for any allotment of shares otherwise than in accordance with Article 3.3, the issue of further shares.

5. Share Certificates

5.1 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, with the consent of the Board, several certificates each for one or more of his shares upon payment for every certificate after the first of such reasonable sum as the Board 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.

5.2 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 (with or without security) and payment of any exceptional out-of-pocket expenses reasonably incurred by the Company in investigating evidence and preparing the requisite form of indemnity as the Board may determine but otherwise free of charge, and (in the case of defacement or wearing out) on delivery up of the old certificate.

6. Lien

6.1 The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) payable at a fixed time or called in respect of that share, and the Company shall also have a first and paramount lien on all shares standing registered in the name of a single person for all monies presently payable by him or his estate to the Company. The Board may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien on a share shall extend to any amount payable in respect of it.

6.2 The Company may sell in such manner as the Board determines 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.

6.3 To give effect to a sale the Board 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 transferee shall

not be bound to see to the application of the consideration, if any, nor shall his title to the shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

6.4 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 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.

7. Calls on Shares and Forfeiture

7.1 Subject to the terms of allotment, the Board 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.

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

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

7.4 If a call or any instalment remains unpaid in whole or in part 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 is fixed, at the appropriate rate (as defined by the Act) but the Board may waive payment of the interest wholly or in part.

7.5 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.

7.6 Subject to the terms of allotment but without prejudice to Article 3.3, the Board may make arrangements on the issue of shares for a difference between the holders in the amounts and times of payment of calls on their shares.

7.7 The Board may, if it thinks fit, receive from any member willing to advance the same all or any part of the moneys uncalled and unpaid upon any shares held by him, and may pay upon all or any of the moneys so advanced (until the same would but for such advance become presently payable) interest at such rate not exceeding (unless the Company in general meeting shall otherwise direct) the appropriate rate (as defined by the Act) as may be agreed upon between the Board and such member.

7.8 If a call or any instalment remains unpaid in whole or in part after it has become due and payable the Board 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 any costs, charges and expenses 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.

7.9 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 Board and the forfeiture shall include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.

7.10 Subject to the provisions of the Companies Acts, a forfeited share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the Board determines 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. Where for the purposes of its disposal a forfeited share is to be transferred to any person the Board may authorise some person to execute an instrument of transfer of the share to that person.

7.11 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 in the Act) from the date of forfeiture until payment but the Board 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.

7.12 The Board may accept the surrender of any share which it is in a position to forfeit upon such terms and conditions as may be agreed and, subject to any such terms and conditions, a surrendered share shall be treated as if it had been forfeited.

7.13 A statutory declaration by a Director or the Secretary that a share has been duly 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.

8. Transfer of Shares

8.1 Except as all the members may otherwise agree in writing, no share in the capital of the Company or any interest therein or any right of allotment in respect thereof shall be transferred otherwise than in accordance with Articles 8.2 to 8.4.

8.2 The Board shall, subject to Article 8.5, approve for registration any transfer of shares in respect of which there has been lodged at the Office or at such other place as the Board may appoint a certificate executed by or on behalf of all the members stating that they agree to such transfer, together with such evidence as the Board may reasonably require as to the authority of any person executing such certificate on behalf of any member.

8.3 A certificate once lodged in accordance with Article 8.2 shall be irrevocable, save with the written consent of all the members. The Board shall be entitled to rely on any such certificate once so lodged without regard to any notice or communication which it may receive from any member in relation thereto.

8.4 Subject to Article 8A, the Board shall refuse to register any other transfer of shares without the prior written consent of all the members.

8.5 The Board shall also refuse to register the transfer of any share unless the instrument of transfer:

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

8.6 The instrument of transfer of a share may be in any usual form or in any other form which the Board 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.

8.7 If the Board refuses to register a transfer of a share, it shall within one month after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal.

8.8 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.

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

8.10 For the purpose of any resolution in connection with any transfer of 'E' Shares or of 'S' Shares pursuant to Article 8.2, the quorum required in relation thereto at any meeting of the Board or any Committee thereof shall, notwithstanding Articles 19 and 28.3, be any two Directors and no such resolution shall require the vote in favour of any 'S' Director (in the case of a transfer of 'E' Shares) or of any 'E' Director (in the case of a transfer of 'S' Shares).

8A

Transfer of Shares and Loans upon a Change of Control

8A.1 The provisions of this Article 8A apply where Shares have been transferred by the original holder of 'E' Shares or 'S' Shares (being the holder of those Shares as at 23 April 1992) (the "Relevant Parent") to a member of its group (the "Relevant Shareholder") and there has been a Change of Control of the Relevant Subsidiary and, immediately following that Change of Control, the Relevant Subsidiary holds any Shares.

8A.2 Upon the Directors becoming aware that there has been a Change of Control of a Relevant Shareholder, the Relevant Shareholder shall be deemed to have appointed the Directors as its attorneys (jointly and severally), having authority in the name of and on behalf of the Relevant Shareholder and with instructions to:

- (a) offer the Shares held by the Relevant Shareholder (the "Sale Shares") for sale to the other Shareholders at the fair market value (determined as provided in Article 8A.9) of the Sale Shares;
- (b) offer, to any Shareholder which accepts the offer to buy any of the Sale Shares, to sell the benefit of any Loans from the Relevant Shareholder (the "Sale Loans") at the fair market value (determined as provided in Article 8A.9) of the Sale Loans;
- (c) instruct the auditors of the Company to determine, at the expense of the Relevant Shareholder, the fair market value of the Sale Shares, if any Shareholder accepts the offer in relation to the Sale Shares, and of the Sale Loans, if any Shareholder accepts the offer in relation to the Sale Loans;
- (d) execute a transfer of the Sale Shares to Shareholders accepting the offer in respect thereof;

(e) execute a document, in such form as the Directors reasonably consider is appropriate, transferring the benefit of the Sale Loans to Shareholders accepting the offer in respect thereof; and

(f) receive the payment for the Sale Shares and Sale Loans, deduct therefrom the costs of the auditors in determining fair market values and any costs and expenses incurred by the Directors in carrying out their obligations hereunder, and pay to the Relevant Shareholder the balance then remaining of such payment.

The appointment as attorneys and instructions referred to in this Article 8A.2 shall be irrevocable, except as provided in Article 8A.3.

8A.3 Within 30 days of the Directors (other than any Directors who were appointed by the Relevant Parent or the Relevant Shareholder as Directors representing the class of Shares held by it) becoming aware of the Change of Control of the Relevant Subsidiaries the Directors shall give to each Shareholder (other than the Relevant Shareholder) ("Other Shareholders") a notice (a "Transfer Notice") which shall be expressed to constitute an offer, open for acceptance by the other Shareholders for 30 days from the date of service of the Transfer Notice (the "Acceptance Period"), by the Relevant Shareholder:

- (a) to sell the Sale Shares to the Other Shareholders at the fair market value of the Sale Shares and otherwise in accordance with this Article 8A; and
- (b) to sell any Sale Loans to such of the Other Shareholders as accept the offer to sell the Sale Shares: the Sale Loans being offered at their fair market value and otherwise in accordance with this Article 8A.

If the Directors have not issued a Transfer Notice to the Other Shareholders within the period provided in this Article 8A.3, then the appointment of the Directors as the attorneys of the Relevant Shareholder and the instructions referred to in Article 8A.2 shall be deemed to have been revoked.

8A.4 Each of the Other Shareholders may, at any time before the expiry of the Acceptance Period, by notice to the Directors (at the address of the Company for notice purposes) (a "Buy Notice") accept the offer to sell the Sale Shares and (if so chooses) accept the offer to sell the Sale Loans. If no Buy Notice has been served before the expiry of the Acceptance Period, the offer constituted by the Transfer Notice shall lapse and the Relevant Shareholder shall be entitled to retain the Sale Shares and any Sale Loans.

8A.5 A Buy Notice shall state the number of Sale Shares and (if applicable) the amount of Sale Loans which the Other Shareholder giving the Buy Notice wishes to purchase and shall be deemed to be an acceptance of the offer or offers in respect of that number and amount or such lesser number and amount as is allocated to the Other Shareholder in accordance with Article 8A.7. A Buy Notice shall be irrevocable without the written consent of the Directors (as attorneys for the Relevant Shareholder).

8A.6 A Buy Notice may be expressed to be subject to the fulfilment of such conditions as may require to be fulfilled in order to enable the Sale Shares which are the subject thereof to be acquired without breach of any relevant law, undertaking or regulation including, without limitation, the Listing Rules (as defined in the Financial Services Act 1986) (whether or not having the force of law). The right may be reserved to waive all or any of such conditions, whether in whole or in part, provided that a Buy Notice must provide that it will cease to be effective if all relevant conditions are not fulfilled or waived within a specified period not exceeding 45 days from the date of service of the Buy Notice (the "Condition Period").

8A.7 If Buy Notices (in respect of which all stipulated conditions are fulfilled or waived within the Condition Period) are served in respect of more than the number of Sale Shares and/or the amount of the Sale Loans offered for sale, the Sale Shares and/or Sale Loans shall be allocated between the Other Shareholders who have accepted the offer or offers pro rata to the numbers of Sale Shares and/or amounts of Sale Loans specified in the respective Buy Notices.

8A.8 If Buy Notices are served in respect of less than the number of Sale Shares and/or the Sale Loans offered for sale, the Relevant Shareholder shall be entitled to retain the balance.

8A.9 If any Buy Notices have been served, within 14 days after the end of the Acceptance Period (or, if all Buy Notices are subject to conditions, within 14 days after any Other Shareholder notifies the Directors that the conditions in its Buy Notice have been satisfied or waived) the Directors shall instruct (on behalf of and at the expense of the Relevant Shareholder) the auditors of the Company to determine the fair market value, as between a willing seller and a willing purchaser, of the Sale Shares and of the Sale Loans (if any) and in making such determination the auditors shall act as experts and not as arbitrators. The determination of the auditors shall be final and binding.

8A.10 Within 5 days after receipt by the Directors of notification from the auditors of the auditors' determination of the fair market value of the Sale Shares and (if applicable) of the Sale Loans, the Directors shall notify each Other Shareholder which has served a Buy Notice of the fair market value or (if and where applicable) the fair market values and of the number of Sale Shares and (if and where applicable) the amount of Sale Loans which that Other Shareholder has agreed or is deemed to have agreed to buy.

8A.11 Within 14 days of the date of service of the notice under Article 8A.10, each Other Shareholder which has served a Buy Notice

(other than a Buy Notice which has ceased to be effective pursuant to Article 8A.6) shall deliver to the Directors the purchase monies payable by it in immediately available funds, whereupon the Directors shall deliver to it a transfer in respect of the relevant number of the Sale Shares into the name of the Other Shareholder and (if applicable) a document, in such form as the Directors reasonably consider is appropriate, transferring the benefit of the Sale Loans to the Other Shareholder; such transfer and document to be signed by the Directors or any of them as attorneys or attorney for the Relevant Shareholder, as transferee.

8A.12 Subject to Article 8.5, the Board shall approve for registration any transfer of Shares pursuant to this Article 8A and such approval and registration shall not require the consent of the Shareholders.

9. Transmission of Shares

9.1 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.

9.2 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 Board 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 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.

9.3 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, and may give a discharge for all dividends and other moneys payable in respect of the share, but he shall not, before being registered as the holder of the share, be entitled in respect of it to receive notice of or to attend or vote at any meeting of the Company or of or at any separate meeting of the holders of any class of shares in the Company. The Board may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share and if the notice is not complied with within sixty days the Board may thereafter withhold payment of all dividends or other moneys payable in respect of the share until the requirements of the notice have been complied with.

10. Alteration of Share Capital

10.1 The Company may by ordinary resolution (provided that such resolution has been approved by any 'E' Shareholder or Group of Connected 'E' Shareholders and any 'S' Shareholder or Group of Connected 'S' Shareholders from time to time holding a Qualifying Interest):-

- (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 Companies Acts, sub-divide 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 its share capital by the amount of the shares so cancelled.

10.2 Whenever as a result of a consolidation of shares any members would become entitled to fractions of a share, the Board may, on behalf of those members, sell the shares representing the fractions for the best price reasonably obtainable to any person (including, subject to the provisions of the Companies Acts, the Company) and distribute the net proceeds of sale in due proportion among those members, and the Board 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.

10.3 Subject to the provisions of the Companies Acts, the Company may by special resolution reduce its share capital, any capital redemption reserve and any share premium account in any way.

11. Purchase of Own Shares

Subject to the provisions of the Companies Acts and to sanction by an extraordinary resolution passed at a separate class meeting of the holders of any class of convertible shares, the Company may purchase its own shares (including any redeemable shares).

12. General Meetings

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

12.2 The Board 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.

13. Notice of General Meetings

13.1 An annual general meeting and an extraordinary general meeting called for the passing of a special resolution shall be called by at least twenty-one clear days' notice, and 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 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.

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

13.2 The notice shall specify the time and place of the meeting and the general nature of the business to be transacted. The notice shall, in the case of an annual general meeting, specify the meeting as such, and in the case of a meeting to pass a special or extraordinary resolution, specify the intention to propose the resolution as a special or extraordinary resolution, as the case may be.

13.3 The accidental omission to give notice of a meeting, or to send a form of proxy with a notice where required by the Articles, to any person entitled to receive the same, or the non-receipt of notice of a meeting by any such person shall not invalidate the proceedings at that meeting.

14. Proceedings at General Meetings

14.1 No business shall be transacted at any meeting unless a quorum is present at the time when the relevant business is being transacted. The necessary quorum shall be at least one member present in person or by proxy or, being a corporation, by a duly authorised representative thereof, being an 'E' Shareholder and at least one member present as aforesaid being an 'S' Shareholder.

14.2 If such a quorum is not present within thirty minutes from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting, if convened on the requisition of members, shall be dissolved, and in any other case shall stand adjourned to the same day in the next week at the same time and place or to such other time and day, being not less than seven days from the date of the meeting which is adjourned, as the chairman of the meeting may determine. Any such adjourned meeting shall be held at the Office. Notwithstanding Article 14.1, the necessary quorum at any such adjourned meeting shall be any two members present in person or by proxy or, being a corporation, by a duly authorised representative thereof.

14.3 The chairman, if any, of the Board or in his absence some other Director nominated by the Board 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. 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. The chairman shall not have a second or casting vote.

14.4 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.

14.5 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 thirty days or more or for an indefinite period, 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.

14.6 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. A poll may be demanded:-

(a) by the chairman; or

(b) by any member having the right to vote at the meeting;

and a demand by a person as proxy for a member shall be the same as a demand by the member.

14.7 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.

14.8 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.

14.9 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.

14.10 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 result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

14.11 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.

15. Votes of Members

15.1 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 in respect of every 'E' Share of which he is the holder and one vote in respect of every 'S' Share of which he is the holder PROVIDED THAT:-

(a) no 'E' Share shall confer any right to vote either on a show of hands or on a poll upon a resolution for the appointment or removal from office of an 'S' Director;

(b) no 'S' Share shall confer any right to vote either on a show of hands or on a poll upon a resolution for the appointment or removal from office of an 'E' Director.

15.2 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.

15.3 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 Board 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 forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.

15.4 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.

15.5 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting or poll 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.

15.6 On a poll votes may be given either personally or by proxy. A member entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way.

15.7 Proxy forms shall be sent by the Company to all persons entitled to notice of and to attend and vote at any meeting, and such proxy forms shall provide for two-way voting on all resolutions to be proposed at that meeting other than resolutions relating to the procedure of the meeting.

15.8 An instrument appointing a proxy shall be in writing, under the hand of the appointer or his attorney or, if such appointor be a corporation, under its common seal or the hand of a duly authorised officer or attorney and shall be in any usual form or in any other form which the Board may approve.

15.9 The instrument appointing a proxy and any power of attorney or other written authority under which it is executed or an office or notarially certified copy or a copy certified in accordance with the Powers of Attorney Act 1971 of such power or written authority shall be:-

- (a) 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 not less than forty-eight hours 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 taken more than forty-eight hours after it is demanded, deposited as aforesaid after the poll has been demanded and not less than twenty-four hours before the time appointed for the taking of the poll; or

(c) where the poll is not taken forthwith but is taken not more than forty-eight hours after it was demanded, delivered at the meeting at which the poll was demanded to the chairman or to the Secretary or to any Director;

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

15.10 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 not less than one hour 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.

15.11 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 shall be as effective as if it had 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. If the resolution in writing is described as a special resolution or as an extraordinary resolution it shall have effect accordingly.

16. Number of Directors

16.1 The Board shall comprise two 'E' Directors, two 'S' Directors and up to five Executive Directors or, in each case, such other maximum number of Directors of each class as may be agreed in writing from time to time by each 'E' Shareholder or Group of Connected 'E' Shareholders together holding a Qualifying Interest and each 'S' Shareholder or Group of Connected 'S' Shareholders together holding a Qualifying Interest.

16.2 Each 'E' Shareholder or Group of Connected 'E' Shareholders together holding a Qualifying Interest shall be entitled at any time and from time to time to appoint two 'E' Directors (or such other maximum number of 'E' Directors as may be agreed in accordance with Article 16.1) and to remove or replace any 'E' Director so appointed.

16.3 Each 'S' Shareholder or Group of Connected 'S' Shareholders together holding a Qualifying Interest shall be entitled at any time and from time to time to appoint two 'S' Directors (or such other maximum number of 'S' Directors as may be agreed in accordance with Article 16.1) and to remove or replace any 'S' Director so appointed.

16.4 Each 'E' Shareholder or Group of Connected 'E' Shareholders together holding a Qualifying Interest and each 'S' Shareholder or Group of Connected 'S' Shareholders together holding a Qualifying Interest shall be entitled jointly to appoint up to five Executive Directors (or such other maximum number of Executive Directors as may be agreed in accordance with Article 16.1) and jointly to remove or replace any Executive Director so appointed.

16.5 Every such appointment or removal of a Director under Article 16.2, Article 16.3, or Article 16.4 shall be effected by notice in writing to the Company signed by or on behalf of the member or members making the same and shall take effect, subject to any contrary intention expressed in the notice, when the notice effecting the same is delivered to the Office and any such removal shall be without

prejudice to any claim which a Director so removed may have under any contract between him and the Company PROVIDED THAT in the case of a claim made by a Director removed pursuant to Article 16.2 or Article 16.3 in respect of such removal then the member or members so removing such director shall indemnify the Company in respect of any liability arising in respect thereof.

16.6 No person shall be appointed as a Director by any other person or persons in any event whatsoever.

17. Alternate Directors

17.1 Each 'E' Shareholder or Group of Connected 'E' Shareholders together holding a Qualifying Interest may at any time and from time to time appoint any person to be an alternate director to represent any 'E' Director and to remove from office an alternate director so appointed.

17.2 Each 'S' Shareholder or Group of Connected 'S' Shareholders together holding a Qualifying Interest may at any time and from time to time appoint any person to be an alternate director to represent any 'S' Director and to remove from office an alternate director so appointed.

17.3 Each 'E' Shareholder or Group of Connected 'E' Shareholders together holding a Qualifying Interest and each 'S' Shareholder or Group of Connected 'S' Shareholders together holding a Qualifying Interest shall be entitled jointly to appoint an alternate director to represent any Executive Director and jointly to remove from office any alternate director so appointed.

17.4 Article 16.5 shall apply, mutatis mutandis, to every appointment or removal of an alternate director under Article 17.1, Article 17.2 or Article 73.

17.5 For the purpose of these Articles, an alternate director appointed to represent a 'E' Director shall be deemed to be an 'E' Director; an alternate director appointed to represent an 'S' Director shall be deemed to be an 'S' Director; and an alternate director appointed to represent an Executive Director shall be deemed to be an Executive Director.

17.6 An alternate director shall be entitled to receive notice of all meetings of the Board and of all meetings of committees of the Board of which the Director he has been appointed to represent is a member, to attend and vote at any such meeting at which such Director is not personally present, and generally to perform all the functions of such Director (as a Director) in his absence. It shall not be necessary to give notice of such a meeting to an alternate director who is absent from the United Kingdom unless he shall have requested that notices be given to him during his absence and has given an address to which notices may be sent.

17.7 A Director or any other person may be appointed as an alternate director to represent more than one 'E' Director or more than one 'S' Director or more than one Executive Director but otherwise may not be appointed as an alternate director to represent more than one Director. An alternate director shall be entitled at meetings of the Board or any committee of the Board to one vote for every Director whom he has been appointed to represent in addition to his own vote (if any) as a Director, but he shall count as only one 'E' Director, one 'S' Director or one Executive Director (as appropriate) for the purpose of determining whether a quorum is present.

17.8 An alternate director may be repaid by the Company such expenses as might properly have been repaid to him if he had been a Director but shall not in respect of his services as an alternate director be entitled to receive any remuneration from the Company. An alternate director shall be entitled to be indemnified by the Company to the same extent as if he were a Director.

17.9 An alternate director shall cease to be an alternate director if the Director he has been appointed to represent ceases to be a Director. The appointment of an alternate director shall also terminate automatically on the happening of any event which if he were a Director would cause him to vacate his office as Director.

17.10 Save as otherwise provided in the Articles, an alternate director shall be deemed for all purposes to be a Director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the Director he has been appointed to represent.

18. Powers of Directors

18.1 Subject to the provisions of the Companies Acts, the Memorandum and the Articles and to any directions given by special resolution, the business of the Company shall be managed by the Board which 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 Board 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 Board by the Articles and a meeting of the Board at which a quorum is present may exercise all powers exercisable by the Board.

18.2 The Board may, by power of attorney or otherwise, appoint any person or persons to be the agent or agents of the Company for such purposes and on such conditions as the Board determines, including authority for the agent or agents to delegate all or any of his or their powers.

19. Delegation of Directors' Powers

The Board may delegate any of its powers to any committee, provided that unless at least one 'E' Director and one 'S' Director have agreed otherwise, any such committee shall consist of two or more

Directors comprising the same number of 'E' Directors as 'S' Directors and, in any event, not less than one 'E' Director and one 'S' Director. The Board may also delegate to any managing director or any Director holding any other executive office such of its powers as the Board considers desirable to be exercised by him. Any such delegation may be made subject to any conditions the Board may impose, and either collaterally with or to the exclusion of its own powers and may be revoked or altered. Subject to any such conditions, the proceedings of any committee of the Board shall be governed by the Articles regulating the proceedings of Directors so far as they are capable of applying.

20. Borrowing

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

21. Rotation of Directors

The Directors shall not be subject to retirement by rotation.

22. Disqualification and Removal of Directors

22.1 The office of a Director shall be vacated if:-

- (a) he ceases to be a Director by virtue of any provision of the Companies Acts or the Company Directors Disqualification Act 1986 or he otherwise 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 is, or may be, suffering from mental disorder and either:-

- (i) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or
- (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
- (d) he resigns his office by notice to the Company; or
- (e) he is removed or replaced pursuant to Article 16.2, Article 16.3 or Article 16.4.

22.2 There shall not be any age limit for Directors and sub-sections (1) to (6) of section 293 of the Act shall not apply to the Company.

23. Remuneration of Directors

The Directors shall be paid out of the funds of the Company by way of remuneration for their services such sums as the Company may from time to time by ordinary resolution determine. Such remuneration shall be divided among them in such proportion and manner as the Board may determine and, in default of such determination within a reasonable period, equally. The remuneration shall, unless the resolution provides otherwise, be deemed to accrue from day to day.

24. Directors' Expenses

24.1 The Directors may be paid all travelling, hotel, and other expenses properly incurred by them in connection with their attendance

at meetings of the Board or committees of the Board 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.

24.2 Any Director who by request of the Board performs special services or goes or resides abroad for any purposes of the Company may be paid such extra remuneration by way of salary, percentage of profits or otherwise as the Board may determine.

25. Managing Director and Directors Holding Executive Office

25.1 Subject to the provisions of the Companies Acts, the Board may appoint one or more of its body to the office of managing director or to any other executive office (except that of Auditor) under the Company and may enter into an agreement or arrangement with any Director for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a Director. Any such appointment, agreement or arrangement may be made upon such terms as the Board determines. The Board may revoke any such appointment but without prejudice to any rights or claims which the person whose appointment is revoked may have against the Company by reason of such revocation. The Board may permit any person appointed to be a Director to continue in any other office or employment held by him before he was so appointed.

25.2 Any appointment of a Director to an executive office shall terminate if he ceases to be a Director but such termination shall be without prejudice to any rights or claims which he may have against the Company by reason of such cesser.

25.3 A Director appointed to an executive office shall not ipso facto cease to be a Director if his appointment to such executive office terminates.

25.4 The emoluments of any managing director or Director holding any other executive office for his services as such shall be determined by the Board, and may be of any description, and (without limiting the generality of the foregoing) may include admission to or continuance of membership of any scheme or fund instituted or established or financed or contributed to by the Company for the provision of pensions, life assurance or other benefits for employees or their dependants, or the payment of a pension or other benefits to him or his dependants on or after retirement or death, apart from membership of any such scheme or fund.

26. Directors' Interests

26.1. Subject to the provisions of the Companies Acts, and provided that he has disclosed to the Board the nature and extent of any 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 transaction or arrangement or from any interest in 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.

26.2 For the purposes of Article 26.1:-

- (a) a general notice given to the Board 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 or 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.

26.3 The Board may exercise the voting power conferred by the shares in any company held or owned by the Company in such manner in all respects as it thinks fit (including the exercise thereof in favour of any resolution appointing its members or any of them directors of such company, or voting or providing for the payment of remuneration to the directors of such company).

26.4. A Director may vote at any meeting of the Directors or of a committee of the Directors on any resolution concerning a transaction or arrangement with the Company or in which the Company is interested, or concerning any other matter in which the Company is interested, notwithstanding that he is interested in that transaction, arrangement or matter or has in relation to it a duty which conflicts with or may conflict with the interests of the Company and, without prejudice to the generality of the foregoing, whether or not such Director is an officer or employee of any company which is a member of the same group as any 'E' Shareholder or any 'S' Shareholder, or is a holder of, or otherwise interested in, shares or other securities, or any rights in respect of shares or other securities, in any such company, and whether or not such transaction, arrangement or matter is with or otherwise concerns any company which is a member of the same group as any 'E' Shareholder or any 'S' Shareholder.

27. Gratuities and Pensions

The Board may provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for any past or present Director or employee of the Company or any of its subsidiaries or any company associated with, or any business acquired by, any of them, 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.

28. Proceedings of Directors

28.1 Subject to the provisions of the Articles, the Board may regulate its proceedings as it thinks fit. A Director may, and the Secretary at the request of a Director shall, call a meeting of the Board. It shall not be necessary to give notice of a meeting to a Director who is absent from the United Kingdom unless he shall have requested that notices be given to him during his absence and has given an address to which notices may be sent (and no account shall be taken of such absence when considering the adequacy of the period of notice thereof). Any such notice shall contain, inter alia, an agenda specifying in reasonable detail the matters to be discussed at the relevant meeting and shall be accompanied by copies of any relevant papers to be discussed at the meeting and, if sent to an address outside the United Kingdom, shall be sent by courier, telex, facsimile or other electronic form of transmission.

28.2 Items arising at any meeting of the Directors or of any committee of the Directors shall, unless otherwise determined by the members and subject to Article 28.7, be decided by a majority of votes of the Directors present (or their alternates).

28.3 The quorum for the transaction of the business of the Board, or of any committee of the Board, shall, subject to Article 8.10, be at

least one 'E' Director and at least one 'S' Director present at the time when the relevant business is transacted. A person who holds office only as an alternate director shall, if the Director he has been appointed to represent is not present, be counted in the quorum.

28.4 If such a quorum is not present within thirty minutes from the time appointed for the meeting, or if during a meeting such a 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 other time and date, being not less than seven days from the date of the meeting which is adjourned, as the chairman of the meeting shall determine. Any such adjourned meeting shall be held at the Office. Notwithstanding Article 28.3, the necessary quorum at any such adjourned meeting shall be any two Directors one of whom shall be one of the two Directors referred to in Article 28.3 as being required to form the quorum for Board or committee purposes.

28.5 The continuing directors may act notwithstanding any vacancies in their number but, if, in the case of a meeting which is not an adjourned meeting, there shall cease to be at any time either any 'E' Directors or any 'S' Directors (as the case may be), the continuing Directors may act only for the purpose of convening a general meeting of the Company.

28.6 Each 'E' Shareholder or Group of Connected 'E' Shareholders together holding a Qualifying Interest and each 'S' Shareholder or Group of Connected 'S' Shareholders together holding a Qualifying Interest may alternately appoint one of the 'E' Directors or one of the 'S' Directors as the chairman of the Board on an annual basis. Unless he is unwilling to do so, the chairman of the Board shall preside at every meeting of the Board at which he is present. If the chairman is not willing 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. The chairman of the Board shall not have a second or casting vote.

28.7 At any meeting of the Board or of any committee of the Board where all the 'E' Directors and the 'S' Directors present in person or by alternate vote in one fashion and all of the Executive Directors present in person or by alternate in the other fashion and either (i) there is an equality of votes in favour and against the relevant resolution or (ii) the number of votes cast by the Executive Directors in respect of such resolution exceeds the number of votes cast by the 'E' Directors and the 'S' Directors together, the chairman of the Board shall have such additional number of votes exercisable at the joint direction of the 'E' Directors and the 'S' Directors present at such meeting to enable the Executive Directors to be out-voted.

28.8 All acts done by a meeting of the Board, or of a committee of the Board, or by a person acting as a Director or alternate director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Director or alternate 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.

28.9 A resolution in writing signed by all the Directors entitled to receive notice of a meeting of the Board or of a committee of the Board (not being less than the number of Directors required to form a quorum of the Board) shall be as valid and effectual as if it had been passed at a meeting of the Board or (as the case may be) a committee of the Board duly convened and held and for this purpose:-

- (a) a resolution may consist of several documents to the same effect each signed by one or more Directors;
- (b) a resolution signed by an alternate director need not also be signed by the Director he has been appointed to represent;
and

- (c) a resolution signed by a Director in respect of whom an alternate director has been appointed need not also be signed by the alternate director in that capacity.

28.10 Without prejudice to the first sentences of Article 19, Article 28.1 and Article 28.3, 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 or other electronic communication) to communicate with each of the others simultaneously; and the word "meeting" in these Articles shall be construed accordingly.

29. Secretary

Subject to the provisions of the Companies Acts, the Secretary shall be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any Secretary so appointed may be removed by the Board.

30. Minutes

The Board shall cause minutes to be made in books kept for the purpose:-

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

Any such minutes, if purporting to be signed by the chairman of the meeting to which they relate or of the meeting at which they are read, shall be sufficient evidence without any further proof of the facts therein stated.

31. The Seal

31.1 The Seal shall only be used by the authority of a resolution of the Board or of a committee of the Board. The Board 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.

31.2 The Board may by resolution determine either generally or in any particular case that any certificates for shares or debentures or representing any other form of security to which the Seal is affixed may have signatures affixed to them by some mechanical means or that such certificates need not bear any signature.

31.3 The Company may exercise the powers conferred by section 39 of the Act with regard to having an official seal for use abroad.

31.4 Where the Act so permits, any instrument signed, with the authority of a resolution of the Board or of a committee of the Board, by one director and the secretary or by two directors and expressed to be executed by the Company as a deed shall have the same effect as if executed under the Seal, provided that no instrument which makes it clear on its face that it is intended by the persons making it to have effect as a deed shall be signed without the authority of the Board.

31.5 A document which is executed by the Company as a deed shall not be deemed to be delivered by the Company solely as a result of its having been executed by the Company.

32. Dividends

32.1 Subject to the provisions of the Companies Acts, 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 Board.

32.2 Subject to the provisions of the Companies Acts, the Board may pay interim dividends if it appears to the Board that they are justified by the profits of the Company available for distribution. If the share capital is divided into different classes, the Board 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 or other 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 Board may also pay at intervals settled by it any dividend payable at a fixed rate if it appears to the Board that the profits available for distribution justify the payment. The Board 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 provided that it acts in good faith.

32.3 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; but no amount paid on a share in advance of the date on which a call is payable shall be treated for the purposes of this Article as paid on the share. All dividends shall be apportioned and paid proportionately to the amounts paid up or credited as 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.

32.4 A general meeting declaring a dividend may, upon the recommendation of the Board, 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.

32.5 The Board may deduct from any dividend or other moneys payable to any member in respect of a share any moneys presently payable by him to the Company in respect of that share.

32.6 All dividends and interest shall belong and be paid (subject to any lien of the Company) to those members whose names shall be on the Register at the date at which such dividend shall be declared or at the date at which such interest shall be payable respectively, or at such other date as the Company by ordinary resolution or the Board may determine, notwithstanding any subsequent transfer or transmission of shares.

32.7 The Board may pay the dividends or interest payable on shares in respect of which any person is by transmission entitled to be registered as holder to such person upon production of such certificate and evidence as would be required if such person desired to be registered as a member in respect of such shares.

32.8 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 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 shall be sent at the risk of the person entitled, 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.

32.9 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.

33. Accounts

A printed copy of every balance sheet (including any documents required by law to be annexed thereto) which is to be laid before the Company in general meeting and of the directors' and Auditors' reports shall, at least twenty-one days previously to the meeting, be delivered or sent by post to every member and to every debenture holder of the Company of whose address the Company is aware, or, in the case of joint holders of any share or debenture, to one of the joint holders.

34. Capitalisation of Profits

The Board may with the authority of an ordinary resolution of the Company (provided that such resolution has been approved by any 'E' Shareholder or Group of Connected 'E' Shareholders and any 'S' Shareholder or Group of Connected 'S' Shareholders from time to time holding a Qualifying Interest):-

- (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 purposes 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 determine in the case of shares or debentures becoming distributable under this regulation in fractions; and

(d) authorise any person to enter on behalf of all the members concerned into an agreement with the Company providing for either -

(i) the allotment to such members respectively, credited as fully paid, of any shares or debentures to which they are entitled upon such capitalisation; or

(ii) the payment up by the Company on behalf of such members (by the application thereto of their respective proportions of the profits resolved to be capitalised) of the amounts or any part of the amounts, remaining unpaid on their existing shares

and any agreement made under such authority shall be binding on all such members;

PROVIDED ALWAYS that, save with the prior consent or sanction of the 'E' Shareholders and the 'S' Shareholders given in accordance with Article 4.1, no undivided profits or sum standing to the credit of the Company's share premium account or capital redemption reserve may be so

capitalised and so appropriated and applied otherwise than in relation to an allotment of fully paid 'E' Shares and 'S' Shares to the respective existing holders of such class of shares in proportion to their respective holdings.

35. Notices

35.1 Any notice to be given to or by any person pursuant to the Articles shall be in writing.

35.2 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 in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders. A member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the Company.

35.3 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.

35.4 A notice delivered or sent by post to the registered address of a member pursuant to the Articles shall, notwithstanding that such member be then dead, bankrupt or mentally disordered and whether or not the Company has notice of his death, bankruptcy or mental disorder, be deemed to have been duly given in respect of any share registered in the name of the member as sole or joint holder. A notice so given shall be deemed a sufficient notice to all persons interested (whether jointly with or claiming through or under the member) in the share.

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

35.6 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 be deemed to be given at the expiration of forty-eight hours after the envelope containing it was posted.

36. Winding Up

36.1 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 Companies Acts, divide among the members in specie the whole or any part of the assets of the Company and may, for that purposes, 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.

36.2 The power of sale of a liquidator shall include a power to sell wholly or partially for shares or debentures or other obligations of another company, either then already constituted or about to be constituted for the purpose of carrying out the sale.

37. Indemnity

Subject to the provisions of the Companies Acts but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director or other Officer or auditor of the Company shall be indemnified out of the assets of the Company against all costs, charges, losses, expenses and liabilities incurred by him in the

execution or discharge of his duties or the exercise of his powers or otherwise in relation thereto, including (but without limitation) any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

110985C

**Notice of increase
in nominal capital****123**Please do not
write in
this margin

Pursuant to section 123 of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number

--	--	--	--

2670582

Name of company

* E & S RETAIL LIMITED

* insert full name
of company

gives notice in accordance with section 123 of the above Act that by resolution of the company
dated 23 APRIL 1992 the nominal capital of the company has been
increased by £ 7,580 beyond the registered capital of £ 100.

§ the copy must be
printed or in some
other form approved
by the registrar

A copy of the resolution authorising the increase is attached. §

The conditions (eg. voting rights, dividend rights, winding-up rights etc.) subject to which the new
shares have been or are to be issued are ~~as follows~~ as set out in the Articles
of Association.

Please tick here if
continued overleaf☐‡ Insert
Director,
Secretary,
Administrator,
Administrative
Receiver or
Receiver
(Scotland) as
appropriate

Signed

Designation ‡ SECRETARY

Date 8 May 1992

Presentor's name address and
reference (if any):Freshfields
65 Fleet Street
London EC4Y 1HSFor official Use
General Section

Post Room	
COMPANIES HOUSE, CANAL	
LONDON	GD 100
14 MAY 1992	15 MAY 1992
L	

G

COMPANIES FORM No. 123

Notice of increase in nominal capital

123

Please do not
write in
this margin

Pursuant to section 123 of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number

--	--	--	--

2670582

Name of company

* E & S RETAIL LIMITED

* Insert full name
of company

gives notice in accordance with section 123 of the above Act that by resolution of the company
dated 1 APRIL 1993 the nominal capital of the company has been
increased by £ 6,034 beyond the registered capital of £ 7680

§ the copy must be
printed or in some
other form approved
by the registrar

A copy of the resolution authorising the increase is attached. §

The conditions (eg. voting rights, dividend rights, winding-up rights etc.) subject to which the new
shares have been or are to be issued are as follows: set out in the Articles of Association

Please tick here if
continued overleaf

☐

† delete as
appropriate

Signed *James Galt* [Director] [Secretary] † Date 15/4/1993

Presenter's name address and
reference (if any):

FRESHFIELDS
65 FLEET STREET
LONDON EC4Y 1HS
APR/CAW/ACBW

Form F125 (No. 123)
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London N1 0NX
July 1985

For official Use
General Section

Post room

COMPANIES HOUSE

11 6 APR 1993

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Company No: 2670582

**THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES**

SPECIAL RESOLUTION

of

E & S RETAIL LIMITED"


Passed 2 December 1993

At the Extraordinary General Meeting duly convened and held on Thursday 2 December 1993 the following resolution was duly passed as a Special Resolution:-

SPECIAL RESOLUTION

"THAT the name of the Company be changed on 1 March 1994 to:-

POWERHOUSE RETAIL LIMITED


J Bradley
Secretary

FILE COPY



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

No. 2670582

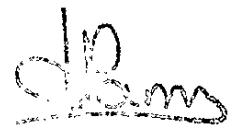
I hereby certify that

E & S RETAIL LTD.

having by special resolution changed its name,
is now incorporated under the name of

POWERHOUSE RETAIL LIMITED

Given under my hand at the Companies Registration Office,
Cardiff the 1 MARCH 1994


J. G. L. PARRY

an authorised officer