

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES

HAMMERSMITH (WP) LIMITED

At an Extraordinary General Meeting of Hammersmith (WP) Limited duly convened and held on 3rd November, 1994 the following Resolution was passed as a Special Resolution.

SPECIAL RESOLUTION

THAT:-

- (a) one of the ordinary shares of £1 each in the capital of the Company registered in the name of Wyn-Ro Properties Limited and 499 of the unissued ordinary shares of £1 each in the capital of the Company be redesignated as "A" Ordinary Shares of £1 each in the capital of the Company and the other ordinary share of £1 in the capital of the Company registered in the name of Wyn-Ro Properties Limited and 499 of the unissued ordinary shares of £1 each in the capital of the Company be redesignated as "B" Ordinary Shares of £1 each in the capital of the Company, such "A" Ordinary Shares and "B" Ordinary Shares having the rights and being subject to the restrictions set out in the Articles of Association adopted by paragraph (b) below; and
- (b) new Articles of Association contained in the draft Articles of Association produced to the Meeting and initialled by the Chairman for the purposes of identification be adopted as the Articles of Association of the Company in substitution for and to the exclusion of all previous articles of association.

.....
CHAIRMAN



COMPANY NUMBER: 2884256

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

ARTICLES OF ASSOCIATION

- of -

HAMMERSMITH (WP) LIMITED

(Adopted by Special Resolution passed on 3rd November 1994)

PRELIMINARY

1. In these Articles:-

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

"Common Investment Fund" means the Common Investment Fund created by Allied Domecq Plc, Allied Domecq First Pension Trust Limited and Allied Domecq Second Pension Trust Limited to hold property and funds on behalf of the Main Pension Fund and the Executive Pension Fund and established by a deed dated 11th October 1989 (as subsequently amended) and of which Broad Street Securities Limited is the trustee and administrator.

"Default Period" has the meaning ascribed thereto in the Shareholders Agreement.

"Executive Pension Fund" means the Allied Domecq Executives Pension Fund governed by a General Interim Trust Deed of 1st June 1977, a Definitive Deed dated 30th January 1984 and a consolidated 16th Supplemental Definitive Deed of 11th May 1994.

"Main Pension Fund" means the Allied-Domecq Pension Fund governed by a Definitive Trust Deed of 23rd March 1972 and by a Consolidating 29th Supplemental Definitive Deed of 11th May 1994 and of which Allied Domecq First Pension Trust Limited is the trustee.

"Table A" means Table A in the Schedule to The Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985.

"Shareholders Agreement" means the agreement made on the date of adoption of these Articles between Rotch Property Group Limited and Wyndham Investments Limited.

2. The Company is a private company. The regulations contained in Table A save insofar as they are excluded or varied hereby and the regulations hereinafter contained shall constitute the regulations of the Company. Clauses 2, 3, 24, 40, 50, 54, 64 to 69 (inclusive), 72 to 81 (inclusive), 89 to 91 (inclusive) and 118 of Table A shall not apply to the Company.

SHARES

3. (a) The Shares shall be under the control of the Directors and the Directors may allot any relevant securities (as defined by Section 80(2) of the Act) of the Company to a nominal amount of £998 (being the amount of the existing authorised but unissued share capital of the Company at the date of the adoption of these Articles) in accordance with the provisions of these Articles.

(b) The general authority conferred by Article 3 hereof shall extend to all relevant securities of the Company from time to time unissued during the currency of such authority. The said general authority shall expire on the fifth anniversary of the date of the adoption of these Articles unless varied or revoked or renewed by the Company in General Meeting.

(c) The Directors shall be entitled under the general authority conferred by Article 3 hereof to make at any time before the expiry of such authority and offer or agreement which will or may require securities to be allotted after the expiry of such authority.

(d) Subject always to the provisions of Article 5 below, Section 89(1) of the Act shall not apply to any allotment of shares in the Company.

4. (a) The share capital of the Company at the date of the adoption of these Articles is £1,000 divided into 500 "A" Ordinary Shares of £1 each and 500 "B" Ordinary Shares of £1 each.

(b) The shares of each of the said classes shall entitle the holders thereof to the respective rights and privileges and subject to the respective restrictions and provisions hereinafter appearing.

(c) The "A" Ordinary Shares and the "B" Ordinary Shares shall be separate classes of shares but save as expressly provided herein shall rank *pari passu* in all respects.

5. (a) Save as the holders of the "A" Ordinary Shares and the holders of the "B" Ordinary Shares shall otherwise agree in writing all new shares created upon any increase of capital and any issue of unissued shares shall consist of such number of "A" Ordinary

Shares and "B" Ordinary Shares as reflects the proportion as nearly as may be in which the "A" Ordinary Shares and the "B" Ordinary Shares were held prior to such issue.

(b) Upon any issue of shares the Directors shall first offer the "A" Ordinary Shares to be issued to the holders for the time being of the existing issued "A" Ordinary Shares and if such offer shall not be fully accepted within twenty-one days of the making thereof or on the receipt of an intimation from the Member concerned that he declines to accept such offer in full the Directors shall thereupon offer any remaining "A" Ordinary Shares to be issued to the holders for the time being of the existing "B" Ordinary Shares. If such last mentioned offer shall not be fully accepted within twenty-one days from the making thereof the Directors may allot or otherwise dispose of the remaining unissued "A" Ordinary Shares as they may in their discretion think fit subject always to compliance with paragraph (a) of this Article.

(c) The provisions of paragraph (b) of this Article shall also apply to any issue of "B" Ordinary Shares save that references to "A" Ordinary Shares shall be construed as references to "B" Ordinary Shares and references to "B" Ordinary Shares shall be construed as reference to "A" Ordinary Shares.

RESOLUTIONS

6. Any such resolution in writing as is referred to in Clause 53 of Table A may consist of several documents in the like form each signed by one or more of the Members (or their duly authorised representatives) in that Clause referred to.

TRANSFERS

7. The Directors shall register a transfer made either in accordance with the provisions of Articles 9, 10 and 11 below or pursuant to the written agreement of all the Members for the time being.

8. Subject to the provisions of Article 7 above the Directors may in their absolute discretion and without assigning any reason therefor decline to register any transfer of any share.

9. (a) For the purpose of this Article:-

(i) the word "company" includes any body corporate;

(ii) the expression "a member of the same Group" in relation to any company, means any other company which is for the time being a holding company of such company or a subsidiary of such company or a subsidiary of a holding company of such company. The expressions "holding company" and "subsidiary" have the meaning ascribed to them respectively by Section 736 of the Act but on the basis that Section 736(1)(a)(i) is deleted and the word "all" is substituted for the words "more than half" in Section 736(1)(a)(ii);

(iii) the expression "Transferor Company" means a company (other than a Transferee Company) which has transferred or proposes to transfer shares to a member of the same Group;

(iv) the expression "Transferee Company" means a company for the time being holding shares in consequence, directly or indirectly, of a transfer or series of transfers of shares between members of the same Group (the relevant Transferor Company in the case of a series of such transfers being the first transferor in such series);

(v) the expression "the Relevant Shares" means and includes (so far as the same remain for the time being held by any Transferee Company) the shares originally transferred to such Transferee Company and any additional shares issued to such Transferee Company by way of capitalisation or acquired by such Transferee Company in exercise of any right or option granted or arising by virtue of the holding of the Relevant Shares or any of them or the membership thereby conferred.

(b) Any shares may at any time be transferred:-

(i) by any member being a company to a member of the same Group as the Transferor Company; or

(ii) as permitted by the Shareholders' Agreement; or

(iii) to any person with the consent in writing of all other members of the Company; or

(iv) in the case of "B" Ordinary Shares, to Allied Domecq First Pension Trust Limited, Allied Domecq Second Pension Fund Limited, Broad Street Securities Limited or other trustees for the time being of the Common Investment Fund or any nominee of such trustees; or

(v) pursuant to the enforcement of any memorandum of deposit of shares in the capital of the Company entered into by Rotch Property Group Limited.

(c) If a Transferee Company ceases to be a member of the same Group of which the Transferor Company from which (whether directly or by a series of transfers under paragraph (b)(i) above) the Relevant Shares were derived was a member at the time the Relevant Shares were so derived, it shall be the duty of the Transferee Company forthwith to notify the Directors in writing that such event has occurred and (unless the Relevant Shares are thereupon transferred to a member of such Group and such transfer being deemed to be authorised under the foregoing provisions of this Article) the Transferee Company shall be deemed on the happening of such event to have given notice to the Company indicating its desire to dispose of the Shares pursuant to Articles 10 and 11.

10. (a) For the purposes of this Article and Article 11:-

(i) the expression a "Proposing Transferor" means a company, person or persons proposing to dispose of shares;

(ii) the expression a "Transfer Notice" means a written notice served by a Member on the Company indicating his desire to dispose of shares;

- (iii) the expression a "Permitted Transfer" means a transfer of shares expressly authorised by Article 9;
- (iv) the expression "the Prescribed Price" means the price per share specified in the Transfer Notice in the case of the "A" Ordinary Shares and the "B" Ordinary Shares;
- (v) the expression a "Purchaser" means a member who has indicated to the Company his willingness to purchase shares comprised in a Transfer Notice.

(b) Except in the case of a Permitted Transfer, no transfer sale or disposal of any other shares or any interest in such shares or any rights attaching thereto shall be made except that a transfer of all but not part of such shares (together with all interests therein and rights attaching thereto) held by a member may be made subject to the restrictions and provisions contained in this Article 10.

(c) Before transferring any shares the Proposing Transferor shall serve a Transfer Notice on the Company and the Transfer Notice shall constitute the Company his agent for the sale of such shares at the Prescribed Price to any Member or Members and shall not be revocable except with the consent of the Directors.

(d) Save as provided in Article 11(b), such shares shall within 14 days following receipt of the Transfer Notice be offered by the Company to each Member (other than the Proposing Transferor) for purchase at the Prescribed Price on terms that in the case of competition the shares so offered shall be sold to the Members accepting the offer in proportion (as nearly as may be and without increasing the number should to any member beyond the number applied for by him) to their respective existing holdings of shares. All such offers of such shares shall be made by notice in writing and every such offer shall be open for acceptance for 42 days after which the offer will be deemed to have been declined. It is hereby declared for the avoidance of doubt that any member to whom such shares are offered in accordance with this Article shall be at liberty to accept some of the shares so offered.

(e) If the Company shall within the periods limited for acceptance find a Purchaser or Purchasers willing to purchase all of the shares concerned, it shall give notice in writing thereof to the Proposing Transferor and he shall be bound upon payment of the Prescribed Price to transfer such shares to the respective Purchasers thereof. Every such notice shall state the name and address of each purchaser and the number of shares agreed to be purchased by him and the purchase shall be completed at a place appointed by the Directors and at the expiry of a further period of 42 days after the expiry of the said time limit prescribed under paragraph (d) above.

(f) If in any case a Proposing Transferor after having become bound to transfer any shares to a Purchaser shall make default in transferring the shares, the Directors shall authorise some person to execute on behalf of and as attorney for the Proposing Transferor any necessary transfers and shall receive the purchase money and will thereupon cause the name of the Purchaser to be entered in the Register as the holder of the shares and hold the purchase money in trust for the proposing Transferor. A receipt of the Company for the purchase money shall be a good discharge to the Purchaser who shall not be bound to see to the application thereof and after the name of the Purchaser has been entered in the

Register in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person.

(g) If the Company shall not within the periods limited for acceptance find Purchasers willing to purchase all of the shares concerned the Directors shall confirm their inability to the Proposing Transferor in writing within 7 days after the expiration of such period. If the Proposing Transferor so elects in writing at any time within 28 days after the Directors have so confirmed their inability to him in writing the Transfer Notice shall be deemed to be withdrawn in respect of all his shares and the Proposing Transferor shall at any time within three months after the Directors have so confirmed their inability to him in writing be at liberty to transfer all such shares (other than "C" Shares) to any person or persons not being a Member by way of bona fide sale at any price (hereinafter in this Article called the "Third Party Price") not being less than the Prescribed Price. The Directors before registering any such transfer may require evidence that such shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer without any deduction, rebate or allowance whatsoever or howsoever made to the Purchaser. A statutory declaration by an officer of the Proposing Transferor to that effect shall be deemed to be conclusive evidence for this purpose.

11. (a) Save in the case of Wyndham Investments Limited or a member of the same Group (as defined in Article 9) no share and no interest in or rights attaching to any share shall be held by any Member as a bare nominee for or sold or disposed of to any person unless a transfer of such share to such person would rank as a Permitted Transfer or a transfer in accordance with Article 10. If the foregoing provisions shall be infringed such Member shall be deemed to have given a Transfer Notice in respect thereof.

(b) Wherever in accordance with these Articles a Transfer Notice shall be deemed in relation to the "A" Ordinary Shares or the "B" Ordinary Shares to have been given the Prescribed Price for each such share deemed to be comprised in such Transfer Notice shall be calculated by dividing the Net Asset Value of the Company at the date of the deemed Transfer Notice (less £1,000) by the total number of "A" Ordinary Shares and "B" Ordinary Shares in issue (such sum being rounded down to the nearest penny) ("the Net Asset Price"). For the purposes of this Article Net Asset Value means:-

- (i) the aggregate market value of all the assets of the Company and its subsidiaries prepared on a consolidated basis as at the date of the deemed Transfer Notice in accordance with the requirements of all relevant statutes and with generally accepted accounting principles and practices except that both fixed assets and current assets shall be brought in at market value less
- (ii) the aggregate amount of the liabilities of the Company and its subsidiaries prepared on a consolidated basis which would be disclosed or referred to in the accounts thereof prepared at the date of the deemed Transfer Notice in accordance with the requirements of all relevant statutes and with generally accepted accounting principles and practices.

The Company shall within 14 days of its becoming aware of the circumstances pursuant to which a Transfer Notice is deemed to have been given, offer to each member (other than the Proposing Transferor) for purchase the shares deemed to be comprised in the Transfer Notice. The Company shall in the case of an offer of "A" Ordinary Shares or "B" Ordinary

Shares procure that the Auditors for the time being of the Company certify as soon as possible the Net Asset Value of the Company and the Net Asset Price of the shares and a copy of such certification shall be sent to each Member and the time limit before which the offer of such shares by the Company would otherwise be deemed to have been declined in accordance with Article 10(d) shall be deemed to have been extended to 42 days after the despatch of such certification to Members PROVIDED THAT any Member other than the Member deemed to have served the Transfer Notice may, by notice in writing served on the Company, within 42 days following the date on which such shares are offered by the Company or if later, the date on which the certification of Net Asset Value has been despatched, require the Company to procure the Auditors for the time being of the Company to certify in writing as soon as possible what in their opinion would be a fair price for such shares in the open market as between a willing vendor and a willing purchaser. In valuing the shares, no discount shall be made for the fact that such shares may constitute a minority holding or holding not giving control of the Company and in making any provision for deferred taxation account shall be taken of the expectations and intentions of the Company as regards its assets and the sale thereof, as at the time of such valuation. Upon such certification the Prescribed Price for such shares shall be deemed to be whichever is the lesser of the price so certified and the price ascertained by reference to the Net Asset Value and the time limit before which the offer of such shares by the Company would otherwise be deemed to have been declined in accordance with Article 10(d) and this Article shall be deemed to have been further extended to 42 days. In certifying pursuant to this Article, the said Auditors shall be acting as experts and not as arbitrators and the cost of such certification by the Auditors shall be borne by the Member deemed to have served the said Transfer Notice. A certification of the Auditors shall be final and binding on the parties.

(c) For the purpose of ensuring that a transfer of shares is a Permitted Transfer or that no circumstances have arisen whereby a Transfer Notice ought or is deemed to have been given hereunder the Directors may from time to time require any Member or any person named as transferee in any transfer lodged for registration to furnish to the Company such information and evidence as the Directors may reasonably think fit regarding any matter which they may deem relevant to such purpose. Failing such information or evidence being furnished to the reasonable satisfaction of the Directors within a reasonable time after request the Directors shall be entitled to refuse to register the transfer in question or (in case no transfer is in question) to require by notice in writing that a Transfer Notice be given in respect of the shares concerned. If such information or evidence discloses that a Transfer Notice ought or is deemed to have been given in respect of any shares the Directors may by notice in writing require or confirm that a Transfer Notice be or has been given in respect of the shares concerned.

(d) In any case where the Directors have duly required a Transfer Notice to be given in respect of any shares and such Transfer Notice is not duly given within a period of one month, or such longer period as the Directors may allow for the purpose, such Transfer Notice shall (except and to the extent that a Permitted Transfer of any of such shares shall have been lodged) be deemed to have been given on such date after the expiration of the said period as the Directors may by resolution determine.

PROCEEDINGS AT GENERAL MEETINGS

12. No business shall be transacted at any General Meeting unless a quorum is present. Two Members present (of whom, other than during a Default Period, one shall be or

represent a holder of "A" Ordinary Shares and one shall be or represent a holder of "B" Ordinary Shares) shall be a quorum for all purposes.

13. In Clause 41 of Table A the following words are to be added at the end "and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the meeting shall stand dissolved".

14. It shall not be necessary to give any notice of an adjourned meeting and Clause 45 of Table A shall be construed accordingly.

15. A poll may be demanded by any Member present in person or by proxy and Clause 46 of Table A shall be modified accordingly.

DIRECTORS

16. The number of Directors shall not be less than two.

17. (a) The holders of a majority of the "A" Ordinary Shares for the time being issued shall be entitled by notice in writing signed by them and left at or sent by registered post to the registered office for the time being of the Company to appoint two Directors and by like notice to remove any Director so appointed and at any time and from time to time by like notice to appoint any other person to be a Director in the place of the Director so removed or in the place of any Director vacating office in any way and originally so appointed by them. Any Director so appointed shall be an "A" Director. The holders of a majority of the "B" Ordinary Shares for the time being issued shall be entitled by notice in writing signed by them and left at the registered office for the time being of the Company to appoint two Directors and by like notice to remove any Director so appointed and at any time and from time to time by like notice to appoint any other person to be a Director in the place of the Director so removed or in the place of any Director vacating office in any way and originally so appointed by them. Any Director so appointed shall be a "B" Director. Any notice given pursuant to this paragraph of this Article shall take effect immediately upon delivery to the registered office of the Company.

(b) Every Director appointed pursuant to this Article shall hold office until he is either removed or dies or vacates office pursuant to Article 24 and (subject to the provisions of Section 303 of the Act) neither the Company in General Meeting nor the Directors shall have power to fill any such vacancy but the provisions of this Article may be relaxed or varied to any extent by agreement in writing between the holders of a majority of the "A" Ordinary Shares for the time being issued and the holders of a majority of the "B" Ordinary Shares for the time being issued.

(c) Any Director appointed pursuant to this Article shall be at liberty from time to time to make such disclosures to the shareholder (and where such shareholder is a corporation to its holding company or any of the subsidiary companies of such holding company) appointing him as to the business and affairs of the Company as he shall in his absolute discretion determine.

(d) Except in manner provided by this Article no person shall be appointed to fill any vacancy occurring in the office of Director and neither the Company in general meeting nor the Directors shall have power to fill any such vacancy.

18. A Director need not hold any shares of the Company to qualify him as a Director but he shall be entitled to receive notice of and attend at all General Meetings of the Company and at all separate General Meetings of the holders of any class of shares in the Capital of the Company.

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

20. A Director entitled to vote may vote as a Director in regard to any contract or arrangement in which he is interested, or upon any matter arising thereout, and if he does so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration and Clause 94 in Table A shall be modified accordingly.

21. The Directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any Director who has held any other salaried office or place of profit with the Company or on his death to his widow or dependants and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

22. The Office of Director shall be vacated if the Director:-

- (i) becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (ii) becomes prohibited from being a Director by reason of any order made under Sections 296 to 299 of the Act; or
- (iii) in the opinion of all his Co-Directors becomes incapable by reason of mental disorder of discharging his duties as Director; or
- (iv) resigns his office by notice in writing to the Company; or
- (v) is removed from office under Article 17.

23. (a) Any Director may by writing under his hand appoint any other person to be his alternate and every such alternate shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served on him) be entitled to receive notices of all meetings of the Directors and, in the absence from the Board of the Director appointing him, to attend and vote at meetings of the Directors and to exercise all the powers, rights, duties and authorities of the Director appointing him. A Director may at any time revoke the appointment of an alternate appointed by him, and subject to such approval as aforesaid appoint another person in his place, and if a Director shall die or cease to hold the office of Director the appointment of his alternate shall thereupon cease and determine. An alternate Director shall not be counted in reckoning the maximum number of Directors allowed by the Articles of Association for the time being. A Director acting as alternate shall have an additional vote at meetings of Directors for each Director for whom he acts as

alternate but he shall count as only one for the purpose of determining whether a quorum be present.

(b) Every person acting as an alternate Director shall be an officer of the Company, and shall alone be responsible to the Company for his own acts and defaults, and he shall not be deemed to be the agent of or for the Director appointing him.

24. The quorum necessary for the transaction of the business of the Directors shall be two, of whom, other than during a Default Period, one shall be an "A" Director and one a "B" Director. A meeting of Directors at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the Directors. If a quorum is not present within half an hour of the time fixed for the meeting (or adjourned meeting) the meeting shall stand adjourned until the same day in the next week at the same time and place.

25. Any such resolution in writing as is referred to in Clause 93 of Table A may consist of several documents in the like form each signed or approved by letter telex or cable by one or more of the Directors for the time being entitled to vote at a meeting of the Directors and Clause 93 of Table A shall be modified accordingly

27. The first Chairman of the Board shall be nominated by the holders of a majority of the "B" Ordinary Shares and such nominee shall remain as Chairman until the conclusion of the Annual General Meeting of the Company held in 1995. Thereafter the Chairman of the Company shall be nominated by the holders of a majority of the "A" and "B" Ordinary Shares in turn such nominee to be Chairman until the conclusion of the next Annual General Meeting PROVIDED THAT during a Default Period the Chairman of the Company shall be nominated by the holders of the majority of the "A" Ordinary Shares and "B" Ordinary Shares.

26. The Directors may delegate any of the powers to committees upon which both the "A" Directors and "B" Directors shall be represented. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed by the Directors. Any such delegation may be made subject to any conditions the Directors may impose, and either collaterally with or without exclusion of their own powers and may be revoked or altered.

27. The meeting and proceedings of any committee of the Directors formed pursuant to Article 27 above shall be governed by the provisions of these presents regulating the meetings proceedings of the Directors, so far as the same are applicable and are not superseded by any regulations made by the Directors pursuant to Article 27.

28. Any Directors or alternate Director or member of a committee of the Directors may participate in a meeting of the Directors or such committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in the meeting in this manner shall be deemed to constitute presence in person at such meeting.

29. The Directors may from time to time appoint one or more of their body to hold any executive office in the management of the business of the Company including the office of Chief Executive or Managing or Joint Managing or Deputy or Assistant Managing Director

as the Directors may decide for such fixed term or without limitation as to period and on such terms as they think fit and a Director appointed to any executive office shall (without prejudice to any claim for damages for breach of any Service Contract between him and the Company) if he ceases to hold the office of Director from any cause ipso facto and immediately cease to hold such executive office.

30. Questions arising at any meeting of Directors shall be determined by a majority of votes, whether such majority shall consist of a whole or a fraction of a vote. For this purpose fractions of a vote shall be taken into account. During a Default Period, in the case of an equality of votes the Chairman of the Board of Directors shall have a casting vote; otherwise he shall not. Clause 88 of Table A shall be modified accordingly. On each occasion of the Directors exercising their votes the "A" Directors shall have 2 votes and the "B" Directors shall have 2 votes such votes to be divided equally between such "A" Directors and "B" Directors respectively as are present and voting at the Board meeting.

31. The following proviso shall be added to sub-clause (b) of Clause 110 of Table A: "provided that the resulting shares distributed to the holders of the "A" Ordinary Shares shall be "A" Ordinary Shares and those distributed to the holders of the "B" Ordinary Shares to "B" Ordinary Shares and provided further that all new shares shall be issued in accordance with Article 5".

CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS

32. Any one of the Directors or the Secretary for the time being of any corporation which is a member of the Company, or any other person appointed by resolution of the Directors or other governing body of such corporation, may (subject to the Articles of Association of that corporation) act as its representative at any meeting of the Company or any class of Members of the Company and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the Company.

33. Any one of the Directors or the Secretary for the time being of the Company or any other person appointed by resolution of the Directors or other governing body of the Company may act as its representative at any meeting of any corporation of which the Company is a member or of any class of members of such corporation and the person so authorised shall be entitled to exercise the same powers on behalf of the Company as the Company could exercise if it were an individual member of that corporation.

INDEMNITY

34. Every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all costs, charges, losses, expenses and liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application 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. No Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the

duties of his office or in relation thereto. But this Article shall only have effect insofar as its provisions are not avoided by the Act.