

THE COMPANIES ACT, 1948

COMPANY LIMITED BY SHARES.

Articles of Association
OR
Abraham Moon & Sons
LIMITED

Incorporated the 28th day of January, 1920.

New Articles adopted on the *1st September*, 1954.

Smithers :
SIMPSON, CURTIS & CO
LEEDS 1.

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Solicitors.
SIMPSON, CURTIS & CO.
LEEDS 1.

This is the printed document referred to in a Special Resolution duly passed at an Extraordinary General Meeting of the Company duly convened and held on the *First* day of *September*, 1954.

DR. Hahly Chairman.

THE COMPANIES ACT, 1948.

COMPANY LIMITED BY SHARES.

Articles of Association

OF

Abraham Moon & Sons

LIMITED.

PRELIMINARY.

Exclusion of
Table A.

1. The Regulations contained in Table A in the First Schedule to The Companies Act, 1948, shall not apply to this Company.

Interpretation
Article.

2. In these Articles, unless the context otherwise requires, the words standing in the first column of the following table shall bear the meanings set opposite them respectively in the second column thereof:—

" The Act "	...	...	The Companies Act, 1948, and every other Act incorporated therewith, or any Act or Acts of Parliament substituted therefor; and in case of any such substitution the references in these presents to the provisions of the Act shall be read as references to the provisions substituted therefor in the new Act or Acts of Parliament.
" The Register "	...	...	The Register of Members to be kept as required by Section 110 of the Act.
" Month "	...	...	Calendar month.
" Paid up "	...	...	Includes " credited as paid up."
" United Kingdom "	..	..	Great Britain and Northern Ireland.
" Seal "	...	...	The Common Seal of the Company.
" Office "	...	...	The Registered Office for the time being of the Company.
" Secretary "	...	..	Includes any assistant or deputy Secretary and any person appointed to perform the duties of Secretary temporarily.

" In Writing " ... Includes printed, lithographed, typewritten, and visibly represented or reproduced by any other mode.

Words and expressions which have a special meaning assigned to them in the Act shall have the same meaning in these presents.

Words importing the singular number only shall include the plural, and the converse shall also apply.

Words importing males shall include females.

Words importing individuals shall include corporations.

3. The Company shall not give, whether directly or indirectly, and whether by means of a loan, guarantee, the provision of security or otherwise, any financial assistance for the purpose of or in connection with a purchase or subscription made or to be made by any person of or for any Shares in the Company or in its holding Company, nor shall the Company make any loan upon the security of its Shares or those of its holding Company, but nothing in these Articles shall prohibit transactions mentioned in the proviso to Section 54 (1) of the Act.

Company not to deal in its own Shares.

4. The Company is a Private Company, and accordingly the following provisions shall have effect:—

Private Company.

(a) The Company shall not offer any of its Shares or Debentures to the public for subscription.

Public subscription prohibited.

(b) The number of the Members of the Company (not including persons who are in the employment of the Company and persons who, having been formerly in the employment of the Company, were while in that employment and have continued after the determination of that employment to be Members of the Company) shall not at any time exceed fifty: Provided that where two or more persons hold one or more Shares jointly they shall for the purposes of this Article be treated as a single Member.

Number of Members limited.

(c) The right to transfer Shares in the Company shall be restricted in the manner hereinafter provided.

Transfer of Shares restricted.

5. The Directors may at any time require any Shareholder, Debenture-holder or proposed transferee to furnish any information, supported (if the Directors so require) by a statutory declaration, which they may consider necessary with regard to any underlying or beneficial interest in any share or debenture registered or proposed to be registered in their name (whether such information is required for the purpose of determining whether or not the Company is an exempt Private Company within the meaning of Sub-Section (4) of Section 129 of the Act, or not).

Information from Members re holdings.

6. In the event of the failure by the Shareholder, Debenture-holder or proposed transferee to make truthful answer upon being so required, the Directors shall be entitled to refuse to register any such proposed transfer of shares or debentures and to require any share or debenture already so registered to be offered for transfer in accordance with Article 25.

Failure to give information.

7. The Company may pay a commission to any person in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally, for any Shares in the Company, or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any Shares in the Company at any rate not exceeding ten per centum of the price at which the said Shares are issued. Such commission may be satisfied by payment in cash or by the allotment of fully or partly paid Shares, or partly in one way and partly in the other. The Company may also on any issue of Shares pay such brokerage as may be lawful.

Payment of commission.

SHARE CAPITAL.

Capital.

8. The Share Capital of the Company at the date of the adoption of these Articles is £90,000, divided into 20,000 8% Cumulative Preference Shares of £1 each, 60,000 Preferred Ordinary Shares of £1 each, and 10,000 Deferred Ordinary Shares of £1 each. The respective rights attached to such shares are as follows:—

- (a) The profits which the Company may determine to distribute in any financial year or other period for which its accounts are made up shall be applied First in the payment to the holders of the 8% Cumulative Preference Shares of a fixed cumulative preferential dividend at the rate of 8 per centum per annum on the amounts paid up on the 8% Cumulative Preference Shares held by them respectively, Secondly in the payment to the holders of the Preferred Ordinary Shares of a non-cumulative dividend at the rate of $12\frac{1}{2}$ per centum per annum on the amounts paid up on the Preferred Ordinary Shares held by them respectively, Thirdly in the payment to the holders of the Deferred Ordinary Shares of a non-cumulative dividend at the rate of $12\frac{1}{2}$ per centum per annum on the amounts paid up on the Deferred Ordinary Shares held by them respectively and the balance of the said profits (if any) shall be distributed as to 70 per cent. thereof among the holders of the Preferred Ordinary Shares and as to 30 per cent. thereof among the holders of the Deferred Ordinary Shares according to the amounts paid or credited as paid up on the Preferred Ordinary and Deferred Ordinary Shares held by them respectively.
- (b) In the event of the Company being wound up for the purpose of re-construction, amalgamation, or for any other purpose, the surplus assets of the Company after paying and discharging its debts and liabilities shall be applied First in paying to the holders of the 8% Cumulative Preference Shares a sum equal to the amounts paid or credited as paid up on such Shares; secondly in paying to the holders of the Preferred Ordinary Shares a sum equal to the amounts paid or credited as paid up on such Shares; Thirdly in paying to the holders of the Deferred Ordinary Shares a sum equal to the amounts paid or credited as paid up on such Shares, and the balance of such assets (if any) shall belong to and be distributed amongst the holders of the Preferred and Deferred Ordinary Shares in the following proportions, namely, 70 per cent. among the holders of the Preferred Ordinary Shares and 30 per cent. among the holders of the Deferred Ordinary Shares according to the amounts paid or credited as paid up thereon respectively.

The 8% Cumulative Preference Shares do not confer any further or other right to participate in the profits or assets of the Company.

MODIFICATION OF RIGHTS.

Rights of various classes may be altered.

9. If at any time the capital is divided into different classes of Shares, the rights attached to any class or any of such rights (unless otherwise provided by the terms of issue of the Shares of that class) may, subject to the provisions of Section 72 of the Act, be modified, abrogated, or varied with the consent in writing of the holders of three-fourths of the issued Shares of that class, or with the sanction of an Extraordinary Resolution passed at a separate General Meeting of the holders of the Shares of that class. To every such separate General Meeting the provisions of these Articles relating to General Meetings shall, *mutatis mutandis*, apply, but so that at every such separate General Meeting the quorum shall be two persons at least holding or representing by proxy one third of the issued Shares of the class.

SHARES AND CERTIFICATES.

10. Without prejudice to any special rights previously conferred on the holders of existing Shares in the Company, any Share in the Company may be issued with such preferred, deferred, or other special rights, or such restrictions, whether in regard to dividend, voting, return of capital, or otherwise, as the Company may from time to time by Ordinary Resolution determine. Rights of Shares.
11. Any Preference Share may, with the sanction of a Special Resolution, be issued on the terms that it is, or at the option of the Company is liable to be redeemed on such terms and in such manner as the Company before the issue of the Shares may by Special Resolution determine. Redeemable Preference Shares.
12. Subject to the provisions of these Articles the Shares in the Capital of the Company shall be under the control of the Directors, who may allot and dispose of or grant options over the same to such persons on such terms and in such manner as they think fit. Allotment of Shares.
13. Save as required by Statute, the Company shall be entitled to treat the person whose name appears upon the Register in respect of any Share as the absolute owner thereof, and shall not (save as aforesaid) be under any obligation to recognise any trust or equity or equitable claim to or partial interest in such Share, whether or not it shall have express or other notice thereof. Trusts not recognised.
14. Every Member shall be entitled without payment to one Certificate under the Seal for all the Shares registered in his name or, in the case of Shares of more than one class being registered in his name, to a separate Certificate for each class of Share so registered. Every Certificate shall specify the number and class of Shares in respect of which it is issued and the distinctive numbers, if any, of such Shares and the amounts paid up thereon respectively. Every such Certificate shall be delivered to the Member within two months after the allotment or lodging with the Company of the transfer, as the case may be, of the Shares comprised therein. Certificates
15. If any Certificate be defaced, worn out, lost, or destroyed, a new Certificate may be issued on payment of One Shilling or such less sum as the Directors may prescribe, and the person requiring the new Certificate shall surrender the defaced or worn-out Certificate or give such evidence of the loss or destruction of the Certificate and such indemnity to the Company as the Directors think fit. Renewal of Certificates.
- ### JOINT HOLDERS OF SHARES.
16. Where two or more persons are registered as the holders of any Share they shall be deemed to hold the same as joint tenants with benefit of survivorship, subject to the provisions following:— Joint Holders.
- (a) The Company shall not be bound to register more than four persons as the holders of any Share. Maximum number.
 - (b) The joint holders of any Share shall be liable, severally as well as jointly, in respect of all payments which ought to be made in respect of such Share. Liability several as well as joint.
 - (c) On the death of any one of such joint holders the survivor or survivors shall be the only person or persons recognised by the Company as having any title to such Share; but nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any Share which had been jointly held by him. Survivors of joint Holders only recognised.
 - (d) Any one of such joint holders may give effectual receipts for any dividend, bonus or return of Capital payable to such joint holders. Receipts
 - (e) A notice may be given by the Company to the joint holder first named in the register, and any notice so given shall be deemed notice to all the joint holders. Provided that any one of such holders may attend Who entitled to Certificate, votes, &c.

personally or by proxy and speak and vote at the meeting as if he were the sole holder of the Share, but if more than one of such joint holders be present personally or by proxy 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 for this purpose seniority shall be determined by the order in which the names stand in the register of members.

CALLS ON SHARES.

Calls, how made.

17. The Directors may from time to time make calls upon the Members in respect of all moneys unpaid on their Shares (whether on account of the nominal amount of the Shares or by way of premium) and not by the terms of issue thereof made payable at any fixed time; provided that no call shall exceed one-fourth of the nominal amount of the Share, or be made payable within two months after the date when the last instalment of the last preceding call shall have been made payable; and each Member shall, subject to receiving twenty-one days' notice at least, specifying the time and place for payment, pay the amount called on his Shares to the persons and at the time and place appointed by the Directors. A call may be made payable by instalments, and may be revoked or postponed as the Directors may determine.

When call deemed to be made.

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

Difference in amounts paid on Shares.

19. The Directors may make arrangements on the issue of Shares for a difference between the holders of such Shares in the amount of calls to be paid and in the time of payment of such calls.

Interest on calls in arrear.

20. If a call payable in respect of any Share or any instalment of a call be not paid before or on the day appointed for payment thereof, the holder for the time being of such Share shall be liable to pay interest on the same at such rate, not exceeding ten per centum per annum, as the Directors shall determine from the day appointed for the payment of such call or instalment to the time of actual payment; but the Directors may, if they shall think fit, waive the payment of such interest or any part thereof.

Instalments to be treated as calls.

21. If by the terms of the issue of any Shares, or otherwise, any amount is made payable at any fixed time, whether on account of the nominal amount of the Shares or by way of premium, every such amount shall be payable as if it were a call duly made by the Directors, of which due notice had been given; and all the provisions hereof with respect to the payment of calls and interest thereon, or to the forfeiture of Shares for non-payment of calls, shall apply to every such amount and the Shares in respect of which it is payable.

Payment in advance of calls.

22. The Directors may, if they think 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 upon all or any of the moneys so paid in advance the Directors may (until the same would, but for such advance, become presently payable) pay interest at such rate (not exceeding, without the sanction of the Company in General Meeting, six per centum per annum) as may be agreed upon between the Member paying the moneys in advance and the Directors.

TRANSFER OF SHARES.

Execution of instrument of transfer &c.

23. The instrument of transfer of any Shares in the Company shall be in writing, and shall be executed by or on behalf of the transferor and transferee, and duly attested. The transferor shall (except as provided by paragraph 2(4) of the seventh Schedule to the Act) be deemed to remain the holder of such Shares until the name of the transferee is entered in the Register in respect thereof.

24. Shares in the Company may be transferred in any usual or common form which the Directors shall approve. Every instrument of transfer shall be lodged with the Company, accompanied by the certificate of the Shares comprised therein, and such evidence as the Board may require to prove the title of the transferor, and thereupon and upon payment of the proper fee, the transferee shall (subject to the Board's right to decline to register herein mentioned) be registered as a Member in respect of such Shares, and the instrument of transfer shall be retained by the Company. The Board may waive the production of any certificate upon evidence satisfactory to them of its loss or destruction.

Instruments of transfer.

25. Save as hereinafter provided no Shares shall be transferred save in accordance with the following regulations:—

Transfer Provisions.

- (a) Except as provided by Article 26 no Member shall be entitled to transfer any shares without giving a notice in writing to the Secretary of the Company (hereinafter referred to as a "transfer notice") containing an offer to sell the same at the "fair value" to be ascertained in accordance with Article 25(b) or at a reduced price and stating the number of shares which he desires to sell. A transfer notice shall operate as if it were a separate notice in respect of each share and shall not be revocable except with the sanction of the Directors. The shares specified in any transfer notice given as aforesaid shall be forthwith offered in the following manner and such shares (or any part thereof not previously accepted) shall remain on offer for a period of ten days in each case, namely: Firstly, to the holders of the Preferred Ordinary Shares of the Company for purchase in such proportions as they shall agree and in default of agreement *pro rata* according to the number of Preferred Ordinary Shares held by them; Secondly, to the whole of the Members in proportion to their respective holdings of shares in the Company. And so that if any shares cannot be apportioned such shares shall be offered in order determined by lot. Should the holders of Preferred Ordinary Shares or Members within ten days of the same being offered to them respectively accept the shares offered or any part thereof on behalf of one or more of their number, the shares so accepted shall be transferred accordingly. If within forty-two days after the service of the transfer notice on the Secretary, the selling Member shall not receive notice that his offer to sell has been accepted on behalf of some one or more of the persons entitled to accept such offer he may, within three months from the expiration of such forty-two days, sell or dispose of the shares referred to in such transfer notice or so many of them as shall not have been agreed to be purchased by a person entitled as aforesaid, subject only to the provisions of Article 27 and to the proviso that such sale or disposal be at a price not less than the price named in the transfer notice.
- (b) The "fair value" of a Share shall be fixed by the Auditor or Auditors from time to time as occasion may arise and upon any sale pursuant to this Article the amount so fixed shall be deemed to be the "fair value" for the purposes of such sale. In so fixing the "fair value" of a Share the Auditors shall be deemed to act as experts and not as arbitrators and accordingly the provisions of the Arbitration Act, 1950 (and any subsequent statutory modification or re-enactment thereof) shall not apply.

26. Any share of a deceased Member may be transferred by his personal representatives to any son or daughter, widow or widower of such deceased Member, unless the proposed transferee is in the opinion of the Directors a competitor in trade of the Company. The provisions of Article 27(c) hereof shall not apply to any such transfer.

Directors may
refuse to
transfer

27. The Directors may refuse to register any transfer of a share:—

- (a) Where the Company has a lien thereon.
- (b) In the case of shares not fully paid up where the transferee is an infant or a married woman, or where it is not proved to the satisfaction of the Directors that the transferee is a responsible person.
- (c) Where the proposed transferee is in the opinion of the Directors a competitor in trade of the Company.
- (d) Where in the case of a transfer to a stranger the transferor and the transferee or either of them shall fail or refuse after being required in writing by the Directors so to do to make a statutory declaration that the consideration mentioned in the transfer is the true consideration paid by the transferee for the transfer of the shares comprised therein and that it is not subject to any rebate or reduction.
- (e) If they do not approve of the proposed transferee. Provided that the provisions of this sub-clause shall not apply if the proposed transferee is already a Member of the Company.
- (f) If the registration thereof will reduce the number of shareholders to less than two, or will increase the number of shareholders (exclusive of that category of persons mentioned in Article 4 hereof) to more than fifty.

Instruments of
Transfer.

28. The Directors may decline to recognise any instrument of transfer unless (a) a fee not exceeding two shillings and six pence is paid to the Company in respect thereof, and (b) the instrument of transfer is accompanied by the Certificate of Shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer, and (c) the instrument of transfer is in respect of only one class of Share. If the Directors refuse to register a transfer of any Shares they shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal and return to him the instrument of transfer.

COMPULSORY TRANSFER.

Compulsory
Transfer.

29. Whenever any Member of the Company (other than a Director) in the employment of the Company ceases to be so employed the Directors may at any time or from time to time within twelve calendar months after his resignation, dismissal, or his otherwise ceasing to be employed by the Company, or his death, serve such Member or his personal representative, as the case may be, with a notice in writing requiring him or them to transfer at the fair value all or any of the Shares registered in the name of such Member or such representatives, as the case may be. At the expiration of fourteen days after service of such notice, he or they shall be deemed to have served the Company with a transfer notice constituting the Company his or their agents for the sale of such Shares in accordance with Article 25 hereof, and all the ancillary and consequential provisions of these Articles shall apply thereto.

30. The holders for the time being of three-fourths of the issued capital may at any time serve the Company with a requisition to enforce the transfer of any particular shares not held by the requisitionists. The Company shall forthwith give to the holder of such shares notice in writing of the requisition (with a copy of this clause sub-joined) and unless within fourteen days thereafter the holder shall give notice to the Company of his desire to execute a transfer of the said shares to the nominee of the Company, he shall be deemed at the expiration of that period to have appointed the Company his agent for the sale of the said shares to such nominee at the fair value to be fixed in accordance with Article 25(b). For the purpose of this Clause any person entitled to transfer the said shares shall be deemed to be the holder of such shares.

TRANSMISSION OF SHARES.

31. On the death of any Member (not being one of two or more joint holders of a Share) the legal personal representatives of such deceased Member shall be the only persons recognised by the Company as having any title to the Share or Shares registered in his name, but nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any Share jointly held by him.

Persons
recognised on
death of
Shareholder.

32. Any person becoming entitled to a Share in consequence of the death or bankruptcy of any Member shall, upon such evidence being produced as may from time to time be required by the Directors, have the right either to be himself registered as a Member in respect of the Share or, instead of being registered himself, to make such transfer as the deceased or bankrupt person could have made; but the Directors shall in either case have the same right to decline or suspend registration as they would have had in the case of a transfer of the Share by the deceased or bankrupt person before the death or bankruptcy.

Registration.

33. Any person becoming entitled to a Share by reason of the death or bankruptcy of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the Share, except that he shall not, unless and until he is registered as a Member in respect of the Share, be entitled in respect of it to exercise any right conferred by Membership in relation to Meetings of the Company: Provided always that the Directors may at any time give notice requiring any such person to elect either to be registered himself or to make such transfer as aforesaid, and if such notice is not complied with within ninety days after service thereof the Directors may thereafter withhold payment of all dividends and other moneys payable in respect of such Share until the requirement of the notice has been complied with.

Limitation of
rights before
registration.

34. The Company shall be entitled to charge such fee, not exceeding two shillings and sixpence, as the Directors may from time to time determine for registering any probate, letters of administration, certificate of marriage or death, or other instrument relating to or affecting the title to any Shares.

Registration
fee.

FORFEITURE OF SHARES

35. If any Member fail to pay any call or instalment of a call on the day appointed for payment thereof, the Directors may, at any time thereafter during such time as any part of the call or instalment remains unpaid, serve a notice on him requiring him to pay so much of the call or instalment as is unpaid, together with interest accrued and any expenses incurred by reason of such non-payment.

Notice requiring
payment of
call or
instalment.

36. The notice shall name a further day (not being earlier than the expiration of fourteen days from the date of the notice) on or before which such call or instalment and all interest accrued and expenses incurred by reason of such non-payment are to be paid, and it shall also name the place where payment is to be made. The notice shall also state that in the event of non-payment at or before the time and at the place appointed the Shares in respect of which such call or instalment is payable will be liable to forfeiture.

What the notice
is to state.

37. If the requisitions of any such notice as aforesaid be not complied with, any Shares in respect of which such notice has been given may, at any time thereafter before the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect, and any such forfeiture shall extend to all dividends declared in respect of the Shares so forfeited, but not actually paid before such forfeiture.

Forfeiture.

38. Any Shares so forfeited shall be deemed to be the property of the Company, and may be sold or otherwise disposed of in such manner, either subject to or

Forfeited Shares
the property of
the Company.

discharged from all calls made or instalments due prior to the forfeiture, as the Directors think fit; or the Directors may, at any time before such Shares are sold or otherwise disposed of, annul the forfeiture upon such terms as they may approve. For the purpose of giving effect to any such sale or other disposition the Directors may authorise some person to transfer the Shares so sold or otherwise disposed of to the purchaser thereof or other person becoming entitled thereto.

Liability to
pay calls after
forfeiture.

39. Any person whose Shares have been forfeited shall cease to be a Member in respect of the forfeited Shares, but shall, notwithstanding, remain liable to pay to the Company all moneys which at the date of the forfeiture were presently payable by him to the Company in respect of the Shares, together with interest thereon at such rate not exceeding ten per centum per annum, as the Directors shall appoint, down to the date of payment, but his liability shall cease if and when the Company receive payment in full of the nominal amount of the Shares. The Directors may, if they shall think fit, remit the payment of such interest or any part thereof.

Entry of
particulars.

40. When any Shares have been forfeited an entry shall forthwith be made in the Register recording the forfeiture and the date thereof, and so soon as the Shares so forfeited have been sold or otherwise disposed of an entry shall also be made of the manner and date of the sale or disposal thereof.

LIEN.

Lien.

41. The Company shall have a first and paramount lien upon all Shares held by any Member of the Company (whether alone or jointly with other persons) and upon all dividends and bonuses which may be declared in respect of such Shares, for all debts, obligations, and liabilities of such Member to the Company: Provided always that if the Company shall register a transfer of any Shares upon which it has such a lien as aforesaid without giving to the transferee notice of its claim, the said Shares shall, in default of agreement to the contrary between the Company and the transferee, be freed and discharged from the lien of the Company.

Sale for lien.

42. The Directors may, at any time after the date for the payment or satisfaction of such debts, obligations, or liabilities shall have arrived, serve upon any Member who is indebted or under any obligation or liability to the Company, or upon the person entitled to his Shares by reason of the death or bankruptcy of such Member, a notice requiring him to pay the amount due to the Company or satisfy the said obligation or liability, and stating that if payment is not made or the said obligation or liability is not satisfied within a time (not being less than fourteen days) specified in such notice, the Shares held by such Member will be liable to be sold; and if such Member or the person entitled to his Shares as aforesaid shall not comply with such notice within the time aforesaid, the Directors may sell such Shares without further notice, and for the purpose of giving effect to any such sale the Directors may authorise some person to transfer the Shares so sold to the purchaser thereof.

Proceeds, how
applied.

43. Upon any sale being made by the Directors of any Shares to satisfy the lien of the Company thereon, the proceeds shall be applied: First, in the payment of all cost of such sale; next, in satisfaction of the debts, obligations, and liabilities of the Member to the Company; and the residue (if any) shall be paid to the person entitled to the Shares at the date of the sale, or as he shall in writing direct.

What necessary
to give title to
purchaser.

44. An entry in the Directors' Minute Book of the forfeiture of any Shares, or that any Shares have been sold to satisfy a lien of the Company, shall be sufficient evidence, as against all persons claiming to be entitled to such Shares, that the said Shares were properly forfeited and sold; and such entry, the receipt of the Company for the price of such Shares, and the appropriate Share Certificate, shall constitute a good title to such Shares, and the name of the purchaser or other person

entitled shall be entered in the Register as a Member of the Company, and he shall be entitled to a Certificate of title to the Shares and shall not be bound to see to the application of the purchase money, nor shall his title to the said Shares be affected by an irregularity or invalidity in the proceedings in reference to the forfeiture or sale. The remedy (if any) of the former Holder of such Shares, and of any person claiming under or through him, shall be against the Company and in damages only.

CONVERSION OF SHARES INTO STOCK.

45. The Company may by Ordinary Resolution convert any paid-up Shares into Stock, and reconvert any Stock into paid-up Shares of any denomination. Conversion into Stock.

46. The holders of Stock may transfer the same, or any part thereof, in the same manner, and subject to the same regulations, as and subject to which the Shares from which the Stock arose might previously to conversion have been transferred, or as near thereto as circumstances admit; and the Directors may from time to time fix the minimum amount of Stock transferable, but so that such minimum shall not exceed the nominal amount of the Shares from which the Stock arose. Transfer of Stock.

47. The holders of Stock shall, according to the amount of Stock held by them, have the same rights, privileges and advantages as regards dividends, voting at Meetings of the Company and other matters as if they held the Shares from which the Stock arose, but no such privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by an amount of Stock which would not, if existing in Shares, have conferred that privilege or advantage. Rights of Stockholders.

48. Such of the regulations of the Company as are applicable to paid-up Shares shall apply to Stock, and the words "Share" and "Shareholder" therein shall include "Stock" and "Stockholder."

ALTERATION OF SHARE CAPITAL.

49. The Company may by Ordinary Resolution increase the Capital by the creation of new Shares, such increase to be of such aggregate amount and to be divided into Shares of such respective amounts as the resolution shall prescribe. Capital, how increased.

50. Any capital raised by the creation of new Shares shall, unless otherwise provided by the conditions of issue, be considered as part of the original capital, and shall be subject to the same provisions with reference to the payment of calls and the forfeiture of Shares on non-payment of calls, transfer and transmission of Shares, lien, or otherwise, as if it had been part of the original capital. New Capital to be considered part of original unless otherwise provided.

51. The Company may by Ordinary Resolution:--

- (a) sub-divide its existing Shares or any of them into Shares of smaller amount than is fixed by the Memorandum of Association: Provided that in the sub-division of an existing Share the proportion between the amount paid and the amount (if any) unpaid on each reduced Share shall be the same as it was in the case of the Share from which the reduced Share is derived; Alteration of Capital.
- (b) consolidate and divide its capital or any part thereof into Shares of larger amount than its existing Shares; and
- (c) cancel any Shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person;

The Company may by Special Resolution reduce its Share Capital, any Capital Redemption Reserve Fund, and any Share Premium Account in any manner authorised by law.

Fractions of
Shares.

52. If and whenever as the result of any consolidation or sub-division and consolidation of shares any members become the holders of fractional parts of shares of any class, the Directors shall sell all the shares to which members are so entitled in fractions for the best price reasonably obtainable, and shall pay and distribute to and amongst the members entitled to such fractions of shares in due proportions the net proceeds of the sale thereof. For the purpose of giving effect to any such sale the Directors may authorise any person to transfer the shares sold to the purchaser thereof and the purchaser shall be registered as the holder of the shares comprised in any such transfer and he 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 or invalidity in the proceedings in reference to the sale.

GENERAL MEETINGS.

Annual
Meetings.

53. The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other Meetings in that year, and not more than fifteen months shall elapse between the date of one Annual General Meeting and that of the next. The Annual General Meeting shall be held at such time and place as the Directors shall appoint. All General Meetings other than Annual General Meetings shall be called "Extraordinary General Meetings."

Requisition for
Extraordinary
General
Meetings.

54. The Directors may whenever they think fit, and they shall upon a requisition made in writing by Members in accordance with Section 132 of the Act, convene an Extraordinary General Meeting. If at any time there shall not be present in England and capable of acting sufficient Directors to form a quorum, the Directors in England capable of acting, or if there shall be no such Directors then any two Members, may convene an Extraordinary General Meeting in the same manner as nearly as possible as that in which General Meetings may be convened by the Directors, and the Company at such Meeting shall have power to elect Directors.

Business at
Meeting called
by requisition

55. In the case of an Extraordinary General Meeting called in pursuance of a requisition, unless such Meeting shall have been called by the Directors, no business other than that stated in the requisition as the objects of the Meeting shall be transacted.

Notice of
Meeting

56. An Annual General Meeting and an Extraordinary General Meeting for the passing of a Special Resolution shall be called by twenty-one days' notice in writing at the least, and an Extraordinary General Meeting not for the passing of a Special Resolution shall be called by fourteen days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and also of the day for which it is given, and shall specify the place, the day, and the hour of meeting, and in case of special business the general nature of the business. The notice shall be given in manner hereinafter mentioned or in such other manner (if any) as may be prescribed by the Company in General Meeting to such persons as are under these Articles entitled to receive such notices from the Company. Every notice calling an Annual General Meeting shall specify the Meeting as such.

Meeting
convened by
short notice.

57. A Meeting of the Company shall, notwithstanding that it is called by shorter notice than specified in the last preceding Article, be deemed to have been duly called with regard to length of notice if it is so agreed:—

- (a) in the case of a Meeting called as the 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 the right to attend and vote at the Meeting, being a majority together holding not less than ninety-five per cent. in nominal value of the Shares giving that right.

58. In every notice calling a Meeting of the Company or of any class of Members of the Company there shall appear with reasonable prominence a statement that a Member entitled to attend and vote is entitled to appoint a proxy to attend and vote instead of him, and that a proxy need not also be a Member. Statement in notice.

59. The accidental omission to give notice to any Member, or the non-receipt by any Member of such notice, shall not invalidate the proceedings at any General Meeting. Omission to give notice.

PROCEEDINGS AT GENERAL MEETINGS.

60. The business of an Annual General Meeting shall be to receive and consider the accounts and Balance Sheets, the Reports of the Directors and Auditors, and any other documents required by law to be attached or annexed to the Balance Sheets, to elect Directors in place of those retiring, to fix the remuneration of the Auditors, and to declare a dividend. All other business transacted at an Annual General Meeting, and all business transacted at an Extraordinary General Meeting, shall be deemed special. Business of Meeting.

61. No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the Meeting proceeds to business; and such quorum shall consist of not less than three Members personally present and holding or representing by proxy not less than one-tenth of the issued Share Capital of the Company upon which all Calls or other sums then due have been paid. Quorum.

62. If within fifteen minutes from the time appointed for a General Meeting a quorum be not present the Meeting, if convened upon the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week at the same time and place; and if at such adjourned Meeting a quorum be not present within fifteen minutes from the time appointed for the Meeting, the Members present shall be deemed a quorum, and may proceed to the transaction of the business of the Meeting. Adjournment for want of quorum.

63. The Chairman (if any) of the Board of Directors shall preside as Chairman at every General Meeting of the Company. If there be no such Chairman, or if at any Meeting he be not present within fifteen minutes after the time appointed for holding the Meeting, or is unwilling to act as Chairman, the Members present shall choose one of the Directors present to be Chairman; or if no Director be present and willing to take the chair the Members present shall choose one of their number to be Chairman. Chairman

64. The Chairman may, with the consent of any General 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 any adjourned Meeting other than the business left unfinished at the Meeting from which the adjournment took place. When a Meeting is adjourned for thirty days or more, notice of the adjourned Meeting shall be given as in the case of an original Meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjourned Meeting or of the business to be transacted thereat. Adjournment with consent of Meeting.

Voting.

65. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (on or before the declaration of the result of the show of hands) demanded:—

- (a) by the Chairman; or
- (b) by at least two members present in person or by proxy; or
- (c) by any member or members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; or
- (d) by a member or members holding Shares in the Company conferring a right to vote at the meeting being Shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the Shares conferring that right.

Unless a poll be so demanded a declaration by the Chairman that a resolution has on a show of hands been carried or not carried, or carried or not carried by a particular majority, and an entry to that effect in the Minute Book of the Company, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against such resolution. The demand for a poll may be withdrawn.

Poll.

66. If a poll be directed or demanded in the manner before mentioned it shall (subject to the provisions of Article 69 hereof) be taken at such time (but not more than thirty days after such direction or demand) and in such manner as the Chairman may appoint, and the result of such poll shall be deemed to be the resolution of the Meeting at which the poll was directed or demanded.

Casting vote.

67. In the case of an equality of votes at any General Meeting, whether upon a show of hands or on a poll, the Chairman shall be entitled to a second or casting vote.

Disputed vote.

68. No objection to the admission or rejection of any vote shall be taken except at the Meeting or adjourned Meeting at which the vote in dispute is given or tendered. The Chairman shall determine any such objection if made within due time, and such determination shall be final and conclusive.

When poll taken without adjournment.

69. A poll demanded upon the election of a Chairman or upon a question of adjournment shall be taken forthwith. Any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.

VOTES OF MEMBERS.

Votes.

70. Subject to any special terms as to voting upon which any Shares may for the time being be held, on a show of hands every Member present in person shall have one vote, and upon a poll every Member present in person or by proxy shall have one vote for every Preference or Preferred Ordinary Share held by him, and one vote for every two Deferred Ordinary Shares held by him. Provided that unless the fixed cumulative preferential dividend on the Preference Shares is in arrear for twelve months, the holders of Preference Shares shall have no right to vote either personally or by proxy either on a show of hands or on a poll in respect of such shares, nor to receive notice of or attend any General Meeting of the Company.

By committee or curator.

71. If any Member be a person of unsound mind he may vote by his committee, receiver, *curator bonis*, or other legal curator.

Votes of persons whose Calls are unpaid.

72. No Member shall be entitled to vote at any General Meeting unless all calls or other sums presently payable by him in respect of the Shares held by him in the Company have been paid.

73. A resolution in writing signed by all the Members for the time being entitled to receive notice of and to attend and vote at General Meetings, or being corporations by their duly authorised representatives, shall be as valid and effective if the same had been passed at a General Meeting duly convened and held, and any such resolution may consist of several documents in like form each signed by one or more of such Members or their representatives, but this Article shall not apply to a resolution which by the Act is required to be passed by the Company in General Meeting.

Resolution in writing.

74. Upon a poll votes may be given either personally or by proxy.

Voting by proxy.

75. The instrument appointing a proxy shall be in writing under the hand of the appointor, or of his attorney duly authorised in writing, or if such appointor be a corporation either under its Common Seal or under the hand of an officer or attorney so authorised. A Member may appoint two or more persons as proxies in the alternative, but if he do so only one of such proxies may attend as such and vote instead of such Member on any one occasion.

How signed.

76. A proxy need not be a Member of the Company.

Any person may act as proxy.

77. The instrument appointing a proxy, and the power of attorney or other authority (if any) under which it is signed, or a notarially certified copy of such power or authority, shall be deposited at the Office not less than forty-eight hours before the time fixed for holding the Meeting or adjourned Meeting at which the person named in such instrument is authorised to vote, or, in the case of a poll, not less than forty-eight hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.

Deposit of proxy.

78. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

A proxy may demand poll.

79. A vote given or act done in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the appointor, or revocation of the proxy, or of the authority under which the proxy was executed, or the transfer of the Share in respect of which the proxy is given, unless notice in writing of such death, insanity, revocation or transfer as aforesaid shall have been received by the Company at the Office before the commencement of the Meeting or adjourned Meeting or poll at which the vote was given or the act was done.

When vote by proxy valid, though authority revoked.

80. An instrument appointing a proxy shall be in the following form, or in any other form of which the Directors shall approve:—

General form of proxy.

ABRAHAM MOON & SONS LIMITED.

I, _____, of _____, in the County of _____, being a Member of the above-named Company, hereby appoint _____ of _____, or failing him, _____, as my proxy to vote for me and on my behalf at the Annual (or Extraordinary, as the case may be) General Meeting of the Company to be held on the _____ day of _____ 19____, and at any adjournment thereof.

As witness my hand this _____ day of _____, 19____.

81. Where it is desired to afford Members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form, or in any form of which the Directors shall approve.—

Two-way form of proxy.

ABRAHAM MOON & SONS LIMITED.

I, _____, of _____ in
the County of _____, being a Member of the above-named
Company, hereby appoint _____, of _____,
or failing him _____, of _____, as
my proxy to vote for me on my behalf at the Annual (or Extraordinary
as the case may be) General Meeting of the Company to be held on
the _____ day of _____, 19____, and at any adjournment
thereof.

As witness my hand this _____ day of _____, 19____.

This Form is to be used *in favour of/against the resolution. Unless otherwise instructed
the proxy will vote as he thinks fit.

*Strike out whichever is not desired.

DIRECTORS.

Number of
Directors.

82. Unless and until the Company in General Meeting shall otherwise determine, the number of Directors shall not be less than two nor more than seven. The Directors of the Company at the date of the adoption of these presents are Arthur Cyril Walsh, Arthur James Pullar Walsh, Tom Clapham, Alfred William Dudbridge, Harry Turner Spence and Albert Edward Taylor.

Remuneration of
Directors.

83. The remuneration of the Directors (if any) shall from time to time be determined by the Company in General Meeting and the sum so fixed shall be divided among them in such proportions and in such manner as they shall agree, or in default of unanimous agreement equally; Provided that any Director who shall not have served during the whole period for which the remuneration is payable shall receive only an amount proportioned to the time served by him. Any resolution of the Board reducing or postponing the time for payment of the Directors' remuneration shall bind all the Directors. The Directors shall also be paid such travelling, hotel and other expenses as may properly be incurred by them in the execution of their duties including any such expenses incurred in connection with their attendance at Meetings of Directors, at General Meetings, and otherwise on the business of the Company. The Directors may award special remuneration out of the funds of the Company to any Director going or residing abroad in the interests of the Company, or undertaking any work additional to that usually required of Directors of a company similar to this.

No share
qualification.

84. The shareholding qualification for Directors may be fixed by the Company in General Meeting, and unless and until so fixed no qualification shall be required. ✓

Register of
holdings of
Shares or
Debentures
by Directors.

85. The Company shall in accordance with the provisions of Section 195 of the Act duly keep at the Office such register, showing, as respects each Director, the number, description and amount of any Shares in or Debentures of the Company and of such other bodies corporate referred to in such Section in which he is interested. Such register shall be open to inspection between the hours of 10 a.m. and 12 noon during the periods prescribed by the Section and shall also be produced at the commencement of each Annual General Meeting and shall remain open and accessible during the continuance of the Meeting to any person attending the Meeting.

BORROWING POWERS.

Borrowing

86. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock, and other securities ✓

whether outright or as security for any debt, liability, or obligation of the Company or of any third party.

POWERS AND DUTIES OF DIRECTORS.

87. The business of the Company shall be managed by the Directors, who may exercise all such powers of the Company as are not by the Act or by these Articles required to be exercised by the Company in General Meeting, subject, nevertheless, to the provisions of these Articles and of the Act, and to such regulations, not being inconsistent with the aforesaid provisions, as may be prescribed by the Company in General Meeting; but no regulation made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made. Powers.

88. Without prejudice to the generality of Article 87 hereof, the Directors may give or award pensions, annuities, gratuities and superannuation or other allowances or benefits to any persons who are or have at any time been Directors of or employed by the Company and to the wives, widows, children and other relatives and dependents of any such persons, and may set up, establish, support and maintain pension, superannuation or other funds or schemes (whether contributory or non-contributory) for the benefit of such persons as are hereinbefore referred to or any of them or any class of them. Any Director shall be entitled to receive and retain for his own benefit any such pension, annuity, gratuity, allowance or other benefit, and may vote as a Director in respect of the exercise of any of the powers by this Article conferred upon the Directors notwithstanding that he is or may be or become interested therein. Pensions, &c.

89. The Directors may from time to time and at any time by power of attorney appoint any company, firm or person or body of persons, whether nominated directly or indirectly, by the Directors, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these regulations) and for such period and subject to such conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him. Attorneys.

90. The Company may exercise the powers conferred by Section 35 of the Act with regard to having an official Seal for use abroad, and such powers shall be vested in the Directors. Seal for use abroad.

91. The Company may exercise the powers conferred upon the Company by Sections 119 to 123 (both inclusive) of the Act with regard to the keeping of a Dominion Register, and the Directors may (subject to the provisions of those Sections) make and vary such regulations as they may think fit respecting the keeping of any such Register. Dominion Register.

92. Any Debentures or other securities issued or to be issued by the Company shall be under the control of the Directors, who may issue them upon such terms and conditions and in such manner and for such consideration as they shall consider to be for the benefit of the Company. Bonds, Debentures, &c., to be subject to control of Directors.

93. A Register of the Holders of the Debentures, Debenture Stock and Bonds of the Company shall be kept at the Office and shall, except when duly closed (but subject to such reasonable restrictions as the Company in General Meeting impose, so that not less than two hours in each day shall be allowed for inspection), be open Register of Debentures, &c.

to the inspection of the registered holder of such security and of any holder of shares in the Company without fee, and of any other person on payment of a fee of One Shilling or such less sum as may be prescribed by the Company in General Meeting. The Directors may close such register for such period or periods as they may think fit, not exceeding in the aggregate thirty days in each year.

Indemnity may be given.

94. If any Director or other person shall become personally liable for the payment of any sum primarily due from the Company, the Directors may execute or cause to be executed any mortgage, charge, or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the Director or person so becoming liable as aforesaid from any loss in respect of such liability.

Power to hold other office.

95. A Director may hold any office or place of profit under the Company (other than that of Auditor) in conjunction with the office of Director for such period, and on such terms as to remuneration and otherwise, as the Directors may determine, and a Director or any firm in which he is interested may act in a professional capacity for the Company, and he or such firm shall be entitled to remuneration for professional services as if he were not a Director: Provided that nothing herein contained shall authorise a Director or any such firm to act as Auditor to the company.

Director may contract with the Company

96. A Director may enter into or be interested in contracts or arrangements or have dealings with the Company, and shall not be disqualified from office thereby, nor shall he be liable to account to the Company for any profit arising out of any such contract, arrangement, or dealing to which he is a party or in which he is interested by reason of his being at the same time a Director of the Company: Provided that such Director disclose to the Board at or before the time when such contract, arrangement or dealing is determined upon his interest therein or, if such interest is subsequently acquired, that he on the first occasion possible discloses to the Board the fact that he has acquired such interests, in accordance with Section 199 of the Act. For the purpose of this Article reference to the interest of a Director in any such contract arrangement or dealing shall be deemed to include the interest therein of any company or firm of which such Director is a member or employee, or for whom he may be acting as nominee or representative, and for the purposes of this Article a general notice given to the Directors of the Company by any Director to the effect that he is a member of a specified company or firm and is to be regarded as interested in any contract which may after the date of the notice be made with that company or firm, shall be deemed to be a sufficient declaration of interest in relation to any contract so made. A Director, subject to the disclosure of his interest as hereinbefore provided, shall be entitled to vote as a Director in regard to any contract, arrangement or dealing in which he is interested or upon any matter arising therefrom, and if he shall so vote his vote shall be counted, and he shall be reckoned in estimating a quorum when any such contract, arrangement or dealing is under consideration.

Interests of Directors in other companies.

97. A Director may be or continue or may become a Director or other officer of, or otherwise interested in, any other company in which the Company is in any way interested and shall not (in the absence of agreement to the contrary) be liable to account to the Company for any emoluments or other benefits received or receivable by him as Director, or officer of, or from his interest in, such other company

Exercise of voting rights conferred by shares of other companies.

98. The Directors may exercise or procure the exercise of the voting rights attached to shares in any other company in which this Company is or becomes in any way interested, and may exercise any voting rights to which they are entitled as Directors of any such other company in such manner as they shall in their

absolute discretion think fit, including the exercise thereof in favour of any resolution appointing themselves or any of them as Directors, officers or servants of such other company, and fixing their remuneration as such, and may vote as Directors of this Company in connection with any of the matters aforesaid.

DISQUALIFICATION OF DIRECTORS.

99. The office of a Director shall be vacated if the Director:—

Disqualification.

- (a) becomes bankrupt or insolvent or compounds with his creditors generally.
- (b) becomes of unsound mind;
- (c) is convicted of an indictable offence, and the Directors shall resolve that it is undesirable in the interests of the Company that he remains a Director thereof;
- (d) absents himself from the Meetings of Directors for a period of six months without special leave of absence from the other Directors;
- (e) becomes prohibited from being a Director by reason of any order made under Section 188 of the Act;
- (f) fails to hold the necessary share qualification (if any);
- (g) gives the Company notice in writing that he resigns his office.

But any act done in good faith by a Director whose office is vacated as aforesaid shall be valid unless, prior to the doing of such act, written notice shall have been served upon the Company or an entry shall have been made in the Directors' Minute Book stating that such Director has ceased to be a Director of the Company.

ROTATION OF DIRECTORS.

100. At the Annual General Meeting in every year one of the Directors for the time being (not being a Managing Director) shall retire from office. The Director to retire in each year shall be the Director who has been the longest in office since his last election, but as between persons who became Directors on the same day the Director to retire shall (unless they otherwise agree among themselves) be determined by lot. A retiring Director shall be eligible for re-election.

Directors to retire by rotation.

Order of retirement.

Eligible for re-election.

101. The Company at the Annual General Meeting at which any Director retires in manner aforesaid may fill up the vacated office, and may fill up any other offices which may then be vacant by electing the necessary number of persons. The Company may also at any Extraordinary General Meeting, on notice duly given, fill up any vacancies in the office of Director, or appoint additional Directors, provided that the maximum number fixed as hereinbefore mentioned be not exceeded.

Filling vacancies.

102. If at any General Meeting at which an election of Directors ought to take place, the place of any retiring Director be not filled up, such retiring Director shall (unless a resolution for his re-election shall have been put to the Meeting and lost) continue in office until the Annual General Meeting in the next year, and so on from time to time until his place has been filled up, unless at any such Meeting it shall be determined to reduce the number of Directors in office.

If vacancies not filled.

103. The Company may from time to time in General Meeting increase or reduce the number of Directors, and may also determine in what rotation such increased or reduced number is to go out of office.

Number of Directors may be varied.

Power to add
to number.

104. The Directors shall have power at any time and from time to time to appoint any other person to be a Director of the Company, either to fill a casual vacancy or as an addition to the Board, but so that the total number of Directors shall not at any time exceed the maximum number fixed as hereinbefore mentioned. Subject to the provisions of Section 184 of the Act, any Director so appointed shall hold office only until the next following Annual General Meeting, when he shall retire, but shall be eligible for re-election.

Removal of
a Director

105. The Company may by Ordinary Resolution, of which special notice has been given in accordance with Section 142 of the Act, remove any Director before the expiration of his period of office (notwithstanding anything in these Articles or in any agreement between the Company and such Director), and may by an Ordinary Resolution appoint another person in his stead. The person so appointed shall be treated for the purpose of determining the time at which he or any other Director is to retire as if he had become a Director on the day on which the Director in whose place he is appointed was last appointed a Director.

Notice of
intention to
propose a
Director.

106. No person other than a Director retiring at the Meeting shall, unless recommended by the Directors for election, be eligible for election to the office of Director at any General Meeting unless, not less than seven nor more than twenty-one days before the day appointed for the Meeting, there shall have been left at the Office notice in writing, signed by a Member duly qualified to attend and vote at such Meeting, of his intention to propose such person for election, and also notice in writing signed by that person of his willingness to be elected. Provided always that if the members present at a General Meeting unanimously consent, the Chairman of such meeting may waive the said Notice, and may submit to the meeting the name of any duly qualified person.

PROCEEDINGS OF DIRECTORS.

Meetings and
quorum.

107. The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their Meetings as they think fit, and determine the quorum necessary for the transaction of business. Unless otherwise determined two Directors shall constitute a quorum. Questions arising at any Meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a Meeting of the Directors. Notice of every Meeting of Directors specifying the place, day and hour of Meeting and the general nature of the business to be transacted thereat shall be given to each Director for the time being but notice of a Meeting of Directors need not be given to a Director who is not in the United Kingdom.

Voting.

Directors may
act
notwithstanding
vacancy.

108. The continuing Directors may act notwithstanding any vacancy in their body, but if and so long as the number of Directors is reduced below the number fixed by or pursuant to these Articles as the necessary quorum of Directors, the continuing Directors may act for the purpose of increasing the number of Directors to that number, or of summoning a General Meeting of the Company, but for no other purpose.

Chairman.

109. The Directors may elect a Chairman of their Meetings, and determine the period for which he is to hold office; but if no such Chairman be elected, or if at any Meeting the Chairman be not present within five minutes after the time appointed for holding the same, the Directors present shall choose one of their number to be Chairman of such Meeting.

110. A memorandum in writing signed by all the Directors for the time being entitled to receive notice of a Meeting of Directors and annexed or attached to the Directors' Minute Book shall be as effective for all purposes as a resolution of the Directors passed at a Meeting duly convened, held, and constituted. Any such memorandum may consist of several documents in like form each signed by one or more of the Directors.

Memorandum
signed by all
the Directors.

111. The Directors may delegate any of their powers to Committees, consisting of such one or more of their body as they think fit. Any Committee so formed shall in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Directors. The regulations herein contained for the Meetings and proceedings of Directors shall, so far as they are not altered by any regulations made by the Directors, apply also to the Meetings and proceedings of any Committee.

Delegation to
Committees.

Procedure of
Committees.

112. All acts done by any Meeting of the Directors or of a Committee of Directors, or by any persons acting as Directors, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Directors or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

Acts valid
although
defective
appointment.

MANAGING DIRECTORS.

113. The Directors may from time to time appoint one or more of their body to the office of Managing Director, or to any other office (except that of Auditor) or employment under the Company, for such period and on such terms as they think fit, and may also continue any person appointed to be a Director in any other office or employment held by him before he was so appointed.

Managing
Directors.

114. A Director appointed to the office of Managing Director shall not, while holding that office, be subject to retirement by rotation, but his appointment shall be subject to determination ipso facto if he cease from any cause to be a Director or (subject to the terms of any contract between him and the Company) if the Directors resolve that his term of office as Managing Director be determined.

Managing
Director not to
retire by
rotation.

115. Unless otherwise expressly provided in any such contract the determination of a Director's appointment as Managing Director by reason of his being removed from his office of Director by resolution of the Company in general meeting shall not constitute a breach by the Company of his contract of employment as Managing Director.

Determination
of Appointment.

116. The remuneration of any Managing Director for his services as such shall be determined by the Directors, 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 dependents, or the payment of a pension or other benefits to him or his dependents on or after retirement or death, apart from membership of any such scheme or fund.

Remuneration.

117. The Directors may entrust to and confer upon a Managing Director all or any of the powers exercisable by them as Directors (excepting the power to make calls, forfeit Shares, borrow money or issue Debentures) upon such terms and conditions and with such further restrictions as they think fit, either collaterally with or to the exclusion of their own powers, and may from time to time revoke, withdraw, alter or vary all or any of such powers.

Powers may be
delegated.

SECRETARY.

Secretary.

118. (a) The Directors shall appoint a Secretary, and shall fix his remuneration and conditions of employment.

(b) No person shall be Secretary who is either:—

(a) the sole Director of the Company; or

(b) a corporation the sole Director of which is the sole Director of the Company;

(c) the sole Director of a corporation which is the sole Director of the Company.

119. A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary.

MINUTES.

Minutes to be made.

120. The Directors shall cause Minutes to be made in books provided for the purpose:—

(a) of all appointments of officers made by the Directors;

(b) of the names of the Directors present at each Meeting of the Directors and of any Committee of the Directors;

(c) of all resolutions and proceedings at all Meetings of the Company and of Directors and of Committees of Directors

ALTERNATE DIRECTORS.

Alternate Directors.

121. Any Director may at any time appoint any person approved in writing by the Board to be an alternate Director of the Company and may at any time remove any alternate Director so appointed by him from office. An alternate Director so appointed shall not be entitled to receive any remuneration from the Company nor be required to hold any qualification nor be entitled to appoint an alternate Director pursuant to the provisions of this Article but shall otherwise be subject to the provisions of these presents with regard to Directors. An alternate Director shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served upon him) be entitled to receive notices of all meetings of the Board to attend and vote as a Director at any such meeting at which the Director appointing him is not personally present and generally to perform all the functions of his appointor as a Director. An alternate Director shall *ipso facto* cease to be an alternate Director if his appointor ceases for any reason to be a Director. All appointments and removals of alternate Directors shall be effected by writing under the hand of the Director making or revoking such appointment left at the office. An alternate Director present at any meeting shall be counted for the purpose of ascertaining whether a quorum is present thereat. In appointing an alternate Director the appointor may (with the approval of the Board) appoint a second person to act in the absence of the first and third person to act in the absence of the first and second but only the first named alternate Director shall be entitled to receive notice of the meeting.

THE SEAL.

Seal and sealing.

122. The Directors shall provide for the safe custody of the Seal, which shall only be used by the express authority of a resolution of the Directors or of a Committee of the Directors authorised by the Directors in that behalf, and every

instrument to which the Seal shall be affixed shall (unless and until the Directors shall otherwise determine) be signed by a Director, and shall be countersigned by the Secretary or by a second Director or by some other person appointed by the Directors for the purpose.

DIVIDENDS.

123. Subject to the rights of the holders of any Shares entitled to any priority, preference, or special privileges, all Dividends shall be declared and paid to the Members in proportion to the amounts paid upon the Shares held by them respectively. No amount paid on a Share in advance of calls shall be treated for the purposes of this Article as paid on the Share. All Dividends shall, subject as aforesaid, be apportioned and paid proportionately to the amounts paid up on the Shares during any portion or portions of the period in respect of which the Dividend is paid: but any Share is issued on terms providing that it shall rank for Dividend from a particular date it shall rank accordingly. Dividends—how payable.

124. The Directors shall lay before the Company in General Meeting a recommendation as to the amount (if any) which they consider should be paid by way of Dividend, and the Company shall declare the Dividend to be paid, but such Dividend shall not exceed the amount recommended by the Directors. Directors to declare Dividend Company to recommend

125. No Dividend shall be paid otherwise than out of the profits of the Company. Dividend only out of profits.

126. The Directors may from time to time pay to the Members, or any class of Members, such Interim Dividends as appear to the Directors to be justified by the profits of the Company. Interim Dividends.

127. The Directors may deduct from the Dividends payable to any Member all such sums of money as may be due from him to the Company on account of calls or otherwise. Deduction.

128. The Company may transmit any Dividend or bonus payable in respect of any Share by ordinary post to the registered address of the holder or, in the case of joint holders, of one of the holders of such Share or to such person and address as the holder or joint holders may direct, and shall not be responsible for any loss arising in respect of such transmission. Dividends may be sent by post.

129. No Dividend shall bear interest as against the Company.

Dividends not to bear interest.

130. The Directors may, with the sanction of the Company in General Meeting, distribute in kind among the members by way of dividend any of the assets of the Company, and in particular any Shares or securities of other companies to which this Company is entitled: Provided always that no distribution shall be made which would amount to a distribution of capital except in the manner appointed by law.

Distribution of assets in kind.

RESERVE FUND.

131. Before recommending a dividend the Directors may set aside any part of the net profits of the Company to a Reserve Fund, and may apply the same either by employing it in the business of the Company or by investing it in such manner (subject to Article 3 hereof) as they shall think fit, and the income arising from such Reserve Fund shall be treated as part of the gross profits of the Company. Such Reserve Fund may be applied for the purpose of maintaining the property of the

Reserve Fund.

Company, replacing wasting assets, meeting contingencies, forming an Insurance Fund, equalising dividends, paying special dividends or bonuses, or for any other purpose for which the net profits of the Company may be lawfully used, and until the same shall be so applied it shall be deemed to remain undivided profit. The Directors may also carry forward to the accounts of the succeeding year or years any profit or balance of profit which they shall not think fit to divide or to place to reserve.

CAPITALISATION OF PROFITS.

Capitalisation
of profits.

132. The Company in General Meeting may from time to time and at any time when any fixed dividend on any preference shares of the Company is not in arrear, resolve that any moneys forming part of the undivided profits of the Company, whether standing to the credit of profit and loss account or of any reserve fund or otherwise in the hands of the Company and available for distribution (including any moneys representing premiums received on the issue of shares or debentures and standing to the credit of a share premium or reserve account and also any accretions to capital arising on sale or shown by a valuation or re-valuation of the property or assets of the Company) be capitalised, and accordingly that the sum so capitalised be appropriated as to 70 per cent. thereof to and amongst the holders of preferred ordinary shares and as to the balance of 30 per cent. thereof to and amongst the holders of deferred ordinary shares, both in proportion to the amount paid up on such shares held by them respectively, on the footing that they become entitled thereto as capital, and that the sum or sums so capitalised be applied on behalf of the shareholders entitled thereto either in or towards paying up any amounts for the time being unpaid on any shares held by such members respectively or paying up in full unissued shares or debentures of the Company to be allotted and distributed credited as fully paid up to and amongst such members in the proportion aforesaid, or partly in one way and partly in the other, and the Directors shall give effect to such resolution: *Provided that—*

- (a) No such distribution or payment as mentioned in this clause shall be made unless recommended by the Directors or otherwise than out of the undivided profits as defined in this clause.
- (b) A share premium account and a capital redemption reserve fund may, for the purposes of this Article, only be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares.

133. For the purpose of giving effect to any resolution under Article 132 the Directors may settle any difficulty which may arise in regard to the distribution as they think expedient and in particular may issue fractional certificates and may fix the value for distribution of any specific assets and may determine that cash payments shall be made to any Members upon the footing of the value so fixed and that fractions of less value than One Pound may be disregarded and may in any manner they think fit make provision for the case of shares, bonds or debentures becoming distributable in fractions and prior to any such allotment the Directors may authorise any person on behalf of all the shareholders entitled to participate to enter into an agreement with the Company providing for the allotment to such shareholders respectively of such further shares credited as fully or partly paid up bonds or debentures by way of capitalisation of profits as aforesaid and any agreement under any such authority shall be effective and binding on all such shareholders. Where requisite a proper contract shall be filed in accordance with the provisions of Section 52 of the Companies Act, 1948.

It shall be no objection to any resolution passed under any of the provisions of this Article that it was passed at the same meeting at which a resolution for increasing the Capital of the Company was passed provided that due notice of the intention to propose such resolutions had been given.

ACCOUNTS.

134. The Directors shall cause proper books of account (being such books of account as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions) to be kept with respect to:— Accounts to be kept.

- (a) all sums of money received and expended by the Company, and the matters in respect of which such receipts and expenditure take place;
- (b) all sales and purchases of goods by the Company;
- (c) the assets and liabilities of the Company.

135. The books of account shall be kept at the Office, or (subject to the provisions of Section 147 (3) of the Act) at such other place or places as the Directors may determine, and shall always be open to the inspection of the Directors. The Directors may from time to time by resolution determine whether and to what extent, and at what times and places, and on what conditions the books and accounts of the Company, or any of them, shall be open to the inspection of the Members (not being Directors), and the Members shall have only such rights of inspection as are given to them by the Act or by such resolution as aforesaid. Limitation of right to inspect.

136. The Directors shall from time to time in accordance with Sections 148, 150 and 157 of the Act cause to be prepared and to be laid before the Company in General Meeting such Profit and Loss Accounts, Balance Sheets, group accounts (if any) and reports as are referred to in those Sections. Production of Accounts.

137. A copy of every Balance Sheet, including every document required by law to be annexed thereto, which is to be laid before the Company in General Meeting, together with a copy of the Auditors' Report shall, not less than twenty-one clear days before the date of the Meetings, be sent to every Member (whether he is or is not entitled to receive notices of General Meetings of the Company), every holder of Debentures of the Company (whether he is or is not so entitled), and all other persons so entitled, but this Article shall not require a copy of such documents to be sent to any person to whom, by virtue of paragraph (b) of the proviso to Sub-Section (1) of Section 158 of the Act, the Company is not required to send the same. Copies

AUDIT.

138. Auditors shall be appointed and their duties regulated in the manner provided by Sections 159 to 162 of the Act. Auditors to be appointed.

NOTICES.

139. A notice may be served by the Company upon any Member either personally or by sending it through the post addressed to such Member at his registered address. Notice, how served.

140. No Member shall be entitled to have a notice served on him at any address not within the United Kingdom; but any Member whose registered address Members out of United Kingdom.

is not within the United Kingdom may by notice in writing require the Company to register an address within the United Kingdom, which, for the purpose of the service of notices, shall be deemed to be his registered address. A Member who has no registered address within the United Kingdom, and has not given notice as aforesaid, shall not be entitled to receive any notices from the Company.

Time of service
of notice.

141. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying, and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting at the expiration of 24 hours after the letter containing the same is posted, and in any other case at the time at which the letter would be delivered in the ordinary course of post.

Notice to be
given in case
of death or
bankruptcy
of a Member.

142. A notice may be given by the Company to the person entitled to a Share in consequence of the death or bankruptcy of a Member by sending it through the post in a prepaid letter addressed to him by name, or by the title of representatives of the deceased, or trustee of the bankrupt, or by any like description, at the address, if any, within the United Kingdom supplied for the purpose by the person claiming to be so entitled, or (until such an address has been so supplied) by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.

Persons entitled
to receive
notices.

143. Notice of every General Meeting shall be given in any manner hereinbefore authorised to:—

- (a) every Member except those Members who (having no registered address within the United Kingdom) have not supplied to the Company an address within the United Kingdom for the giving of notice to them;
- (b) every person upon whom the ownership of a Share devolves by reason of his being a legal personal representative or a trustee in bankruptcy of a Member where the Member but for his death or bankruptcy would be entitled to receive notice of the Meeting; and
- (c) the Auditor for the time being of the Company.

No other person shall be entitled to receive notices of General Meetings.

INDEMNITY.

Indemnity.

144. Every Managing or other Director, Agent, Auditor, Secretary and other Officer for the time being of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 448 of the Act in which relief is granted to him by the Court.

NO DISCLOSURE.

145. No shareholder (other than a Director), or meeting of shareholders, shall be entitled to require any information concerning any part of the Company's trading, or to inquire into the methods, means, or processes used or adopted by the Company, or the price at which, or the persons or firms from or to whom the Company purchases or sells any raw, manufactured, or other material or goods, or the quantity or weight of any material or goods in stock, or any matter connected with the internal working of the Company, or respecting any patent, trade secret, or mystery of trade, or regarding the conduct of the Company, or to inquire into or seek any information which the Directors in their discretion may consider it inexpedient to afford, and no shareholder (other than a Director) shall be entitled to enter into or upon any of the premises of the Company, or to inspect any of the

papers, or documents of the Company (except so far as such inspection is authorised by these presents or by statute), or in anywise to interfere with the management or conduct of the business of the Company.

WINDING-UP.

146. In a winding up any part of the assets of the Company, including any Shares in or securities of other companies, may, with the sanction of an Extraordinary Resolution of the Company, be divided among the Members of the Company in specie, or may be vested in trustees for the benefit of such Members, and the liquidation of the Company may be closed and the Company dissolved, but so that no Member shall be compelled to accept any Shares whereon there is any liability.

Assets may be distributed in specie.