

Number of  
Company

1046274

# THE COMPANIES ACTS 1948 to 1967

DECLARATION of Compliance with the requirements of the  
Companies Act 1948 on application for registration of a Company.

*Pursuant to Section 15 (2) of the Companies Act 1948*

Insert the  
Name of the  
Company.

SEVERN VALLEY RAILWAY (HOLDINGS)

LIMITED

Presented by

Presentor's Reference RHD/JMB/B.127 S

WYNN GIBSON, DUNN & CO.,

125 EDMUND STREET,

BIRMINGHAM B.3 2 HX

Form No. 41  
(No filing fee payable)

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PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS

I, RICHARD HUGH DUNN

of 125 EDMUND STREET, BIRMINGHAM P.3 2 HY

Do solemnly and sincerely declare that I am (a) a Solicitor

of the Supreme Court engaged in the formation

of Severn Valley Railway (Holdings)

Limited,

And that all the requirements of the Companies Act 1948 in respect of matters precedent to the registration of the said Company and incidental thereto have been complied with, And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835

Declared at Birmingham  
THAT CITY  
in the County of Warwick

the 17th day of March 1972

one thousand nine hundred and  
seventy-two

Before me,

Note.—This margin is reserved for binding and must not be written across.

*Richard Dunn*

*[Signature]*

Number of  
Company

1046274

2

# STATEMENT OF THE NOMINAL CAPITAL

OF

SEVERN VALLEY RAILWAY (HOLDINGS)

LIMITED

Pursuant to Section 112 of the Stamp Act 1891, as amended by Section 7 of the Finance Act 1899, Section 39 of the Finance Act 1920 and Section 41 of the Finance Act 1933.

THE NOMINAL CAPITAL of the above named Company is £ 150,000

Signature

Description

Director

Dated the 2nd day of March 19 72

NOTES.—The Stamp Duty on the Nominal Capital is Ten Shillings for every £100 or fraction of £100.

This Statement is to be filed with the Memorandum of Association or other Document when the Company is registered and should be signed by an Officer of the Company if appointed by the Articles of Association, or by the Solicitor(s) engaged in the formation.

Presented by

Presentor's Reference RHD/JMB/B.127 S

WYNN GIBSON, DUNN & CO.,

125 EDMUND STREET, BIRMINGHAM B.3 2 HX

Form No. 25

COMPANY LIMITED BY SHARES.

**Memorandum of Association**  
OF  
**1046274/3**  
**Severn Valley Railway (Holdings) Limited**

1. The name of the Company is "SEVERN VALLEY RAILWAY (HOLDINGS) LIMITED."

2. The registered office of the Company will be situate in England.

3. The objects for which the Company is established are—

- (A) To enter into and carry into effect, with such (if any) modifications or alterations as may be agreed upon, an Agreement already prepared and expressed to be made between Severn Valley Railway Company Limited of the one part and this Company of the other part, a draft of which has been subscribed with a view to identification by Richard Hugh Dunn, of Messrs. Wynn Gibson Dunn and Company, and to carry on, develop and turn to account the business of the Severn Valley Railway Company Limited at Bridgnorth, Eardington and Hampton Loade in the County of Salop and between Bridgnorth aforesaid and Bewdley and Kidderminster in the County of Worcester and the assets comprised in the said Agreement.
- (B) To take over the assets and liabilities of the Severn Valley Railway.
- (C) To appoint six Directors to the Board of Severn Valley Railway Company Limited and to appoint the Chairman of that Company.
- (D) To complete the purchase, restoration and re-opening to the public of the whole of the Severn Valley Branch Railway between Bridgnorth, Bewdley and Kidderminster aforesaid.
- (E) To carry on the business of the Severn Valley Railway as a public railway.

7 MAR 1972 OFFICE

REGISTRATION



- (F) To carry on any other trade or business whatsoever which can, in the opinion of the Board of Directors, be advantageously carried on by the Company in connection with or as ancillary to any of the above businesses or the general business of the Company.
- (G) To manufacture or procure the manufacture of building and engineering appliances or other articles or component parts for railway rolling stock or other general utility whether for the purposes of building or engineering or for other trades, or for general, railway or domestic use, and to stock, hire out, sell and generally to trade and deal in the same.
- (H) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof.
- (I) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above.
- (J) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business, and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society.
- (K) To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.
- (L) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its

customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly.

- (M) To receive money on deposit or loan upon such terms as the Company may approve, and to guarantee the obligations and contracts of customers and others.
- (N) To make advances to customers and others with or without security, and upon such terms as the Company may approve, and generally to act as bankers for customers and others.
- (O) To grant pensions, allowances, gratuities and bonuses to officers, ex-officers, employees or ex-employees of the Company or its predecessors in business or the dependents or connections of such persons, to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory) with a view to providing pensions or other benefits for any such persons as aforesaid, their dependents or connections, and to support or subscribe to any charitable funds or institutions, the support of which may, in the opinion of the Directors, be calculated directly or indirectly to benefit the Company or its employees, and to institute and maintain any club or other establishment or profit-sharing scheme calculated to advance the interests of the Company or its officers or employees.
- (P) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.
- (Q) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined.
- (R) To pay for any property or rights acquired by the Company, either in cash or fully or partly paid-up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.
- (S) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or special rights or restrictions in respect of dividend, repayment of

capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.

- (r) To enter into any partnership or joint-purpose arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.
- (u) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company, and to acquire and hold or dispose of shares, stock or securities of and guarantee the payment of the dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.
- (v) To purchase or otherwise acquire and undertake all or any of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on.
- (w) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.
- (x) To amalgamate with any other company whose objects are or include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any

such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.

- (y) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, and in particular any bonus or free of charge or complimentary tickets to travel on the railway in lieu of dividends, or any shares debentures or securities of other companies belonging to this Company or of which this Company may have the power of disposing, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- (z) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise, and to do all such other things as are incidental or conducive to the above objects or any of them.

4. The liability of the members is limited.

5. The share capital of the Company is £150,000, divided into 150,000 shares of £1 each. The shares in the original or any increased capital may be divided into several classes, and there may be attached thereto respectively any preferential, deferred or other special rights, privileges, conditions or restrictions as to dividend, capital, voting or otherwise.

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

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.	Number of Shares taken by each Subscriber.
<p><i>Charles D. R. as a</i>  <i>Kt. The Orchard House,</i>  <i>Broadway House.</i></p>	<p><i>ONE</i></p>
<p><i>R. J. D. as a</i>  <i>Lawn Farm</i>  <i>T. G. B. as a</i>  <i>Worcester.</i></p>	<p><i>ONE</i></p>
<p><i>Client House, Croydon Rd.</i>  <i>Keaton Kent</i></p>	<p><i>ONE</i></p>
<p><i>W. C. H. as a</i>  <i>W. C. H. as a</i>  <i>W. C. H. as a</i></p>	<p><i>ONE</i></p>
<p><i>W. C. H. as a</i>  <i>W. C. H. as a</i>  <i>W. C. H. as a</i></p>	<p><i>ONE</i></p>
<p><i>W. C. H. as a</i>  <i>W. C. H. as a</i>  <i>W. C. H. as a</i></p>	<p><i>ONE</i></p>
<p><i>W. C. H. as a</i>  <i>W. C. H. as a</i>  <i>W. C. H. as a</i></p>	<p><i>ONE</i></p>

Dated this 1<sup>st</sup> day of March 1972.

Witness to the above Signatures—(as above)

*The Companies Acts 1948 to 1967*

COMPANY LIMITED BY SHARES.

## Articles of Association

OF

### Severn Valley Railway (Holdings) Limited

---

1. Subject as hereinafter provided, the regulations contained or incorporated in Part II of Table A in the First Schedule to the Companies Act 1948 (hereinafter referred to as "Part II of Table A") shall apply to the Company.

2. Regulations 24, 53, 75, 77 and 88 of Part I of Table A aforesaid (hereinafter referred to as "Part I of Table A") and regulation 5 of Part II of Table A shall not apply to the Company, but the Articles hereinafter contained together with the remaining regulations of Part I of Table A and regulations 2, 3 and 4 of Part II of Table A, subject to the modifications hereinafter expressed, shall constitute the regulations of the Company.

3. The shares shall be at the disposal of the Directors, who may allot, grant options over or otherwise dispose of them to such persons at such times and on such conditions as they think proper, subject to the provisions of the next following Article and to regulation 2 of Part II of Table A, and provided that no shares shall be issued at a discount, except as provided by Section 57 of the Act.

4. The Company in General Meeting may direct that any original shares for the time being unissued, and any new shares from time to time to be created shall, before they are issued, be offered to the members or to any class of members. If any such direction is given, such offer shall be made by notice specifying the number of shares offered, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered, the Directors may, subject to these Articles, dispose of the same in such manner as they think most beneficial to the Company, and the Directors may, in like manner, dispose of any such new or original shares as aforesaid, which, by reason of the proportion borne by them

to the number of persons entitled to any such offer as aforesaid or by reason of any other difficulty in apportioning the same, cannot in the opinion of the Directors be conveniently offered in manner hereinbefore provided.

5. In regulation 11 of Part I of Table A the words "(not being a fully paid share)" and "(other than fully paid shares)" shall be omitted.

6. The instrument of transfer of a fully paid share need not be executed by or on behalf of the transferee and regulation 22 of Part I of Table A shall be modified accordingly.

7. The proviso to regulation 32 of Part I of Table A shall be omitted.

8. The Company shall as speedily as possible after the incorporation of the Company, enter into an agreement with Severn Valley Railway Company Limited in the terms of the agreement referred to in the Memorandum of Association, with such (if any) modifications or alterations as may be agreed upon, whether before or after the execution thereof. It is hereby expressly declared that the validity of the said agreement or of any such modification thereof as aforesaid shall not be impeached on the ground that any of the vendors as a promoter, Director or otherwise, stands in a fiduciary relation to the Company, and every person who shall at any time become a member of the Company shall be deemed to approve and confirm the said agreement with or without modification as aforesaid.

9. The initial capital of the Company is £150,000 divided into 150,000 ordinary shares of £1 each.

10. Unless and until otherwise determined by the Company in General Meeting, the number of the Directors shall not be less than six nor more than twelve. The following shall be the first Directors of the Company, that is to say—Sir Gerald David Nunes Nabarro, Richard Hugh Dunn, David Lindsay-Bethune Viscount Garnock, ~~William Bennett, Esq., Samuel Holston Hogg, Esq.,~~ David John Porter and William Edward Charteris Watkinson.

11. The qualification of a Director shall be the holding of 250 £1 ordinary shares in the Company.

12. The proviso to regulation 79 of Part I of Table A shall be omitted.

13. The Company shall not be subject to Section 185 of the Act, and accordingly any person may be appointed or elected as a Director, whatever his age, and no Director shall be required to vacate his office of Director by reason of his attaining or having attained the age of seventy years or any other age.

3

14. The office of a Director shall be vacated—

- (1) If by notice in writing to the Company he resigns the office of Director.
- (2) If he ceases to be a Director by virtue of Section 182 of the Act.
- (3) If he becomes bankrupt or insolvent, or enters into any arrangement with his creditors.
- (4) If he becomes of unsound mind.
- (5) If he is prohibited from being a Director by any order made under Section 188 of the Act.
- (6) If he removed from office by a resolution duly passed under Section 184 of the Act.



4/

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.

*Charles R. James*  
The Orchard House, Broadway, Worcester.  
AP. R.  
Member of  
Parliament  
and Director  
of Companies.

R. H. Dunn  
Lawn Farm, Titchborne, Worcs. Solicitor

*John H. Crompton*  
Clent House, Croydon Rd., Keston, Kent } Director of  
Companies

*W. E. Chubb*  
Tyke Hill, Hatching, Worcs. } Farmer and  
Company Director.

*John H. Crompton*  
Conventry Abbey, Whitby, Shropshire } Director of Companies

*W. R. Broadbent*  
The Firs, Aston, Nantwich, } Director of  
Companies  
Cheshire.

*B. V. W. Puri*  
37, Kinsley, Village  
Seven Stree, Worcester. Chartered  
Accountant

*W. H. Howarth*  
X  
Housekeeper: of the Orchard  
House, Broadway,  
Worcester.

*W. H. Howarth*  
125, T. Street,  
Birmingham B3 2HX  
Partnership Secretary  
M. E. Oliver  
31 Acer Rd., Biggin Hill, Kent  
Secretary.

*W. H. Howarth*  
201 Henrich Road, Worcester WR2 5PG.  
Accountant.

*W. H. Howarth*  
- Secretary  
30 Greenford Avenue  
Queensbury Bradford  
G. H. P. Kramers Chair House,  
Gillaton, Nantwich Cheshire.  
Solicitor.

*W. H. Howarth*  
201 Henrich Road, Worcester WR2 5PG.  
Accountant.

Dated this 1<sup>st</sup> day of March 1972.

Witness to the above Signatures— (as above)



# CERTIFICATE OF INCORPORATION

No. 1046274

I hereby certify that

SEVERN VALLEY RAILWAY (HOLDINGS) LIMITED

is this day incorporated under the Companies Acts 1948 to 1967 and that the Company is Limited.

Given under my hand at London the 15th March 1972

A handwritten signature in dark ink, appearing to read 'R. W. Westley'.

R. W. WESTLEY

Assistant Registrar of Companies

A small handwritten mark or signature, possibly initials, located below the title 'Assistant Registrar of Companies'.

*Unaudited & Proper*

The Companies Acts 1948 to 1967.

COMPANY LIMITED BY SHARES.

## Special Resolution

OF

## Severn Valley Railway (Holdings) Limited.

Passed the 11th day of April, 1972.

AT an EXTRAORDINARY GENERAL MEETING of the above-named Company, duly convened, and held at The Chartered Accountants, Moorgate Place, in the City of London, on the 11th day of April, 1972, the subjoined SPECIAL RESOLUTION was duly passed, viz.:—

### RESOLUTION.

That the Company become and be a Public Company and that the regulations contained in the printed document of which a copy has been produced to this meeting and subscribed by the Chairman of the meeting for identification be and the same are hereby adopted as the Articles of Association of the Company in substitution for its existing Articles of Association, and to the exclusion thereof.

*Gerald J. Nabarro*  
Chairman. *NP.*



*We hereby certify that this is a true copy of the within-written Special Resolution dated the 11th day of April, 1972.*

*Dated this 11th day of April, 1972,*

*Walter Gibson, Secy. & Co.*

*125, Edmund Street, Birmingham B3 2HX. Solicitors for Severn Valley Railway (Holdings) Limited.*



COMPANY LIMITED BY SHARES.

Articles of Association

OF

**Severn Valley Railway (Holdings) Limited.**

*(Adopted by Special Resolution passed on the 11th day of April, 1972)*

TABLE A.

1. The regulations in Table A in the First Schedule to the Companies Act, 1948, shall not apply to the Company except so far as the same are repeated or contained in these Articles.

Table A excluded

INTERPRETATION.

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

Interpretation  
clause

WORDS			MEANINGS
The Act	...	...	The Companies Act, 1948.
The Statutes	...	...	The Companies Acts 1948 to 1967 and every other Act for the time being in force concerning joint stock companies and affecting the Company.
These Articles	...	...	These Articles of Association and the regulations of the Company for the time being in force.
The Office	...	...	The registered office of the Company.
The Seal	...	...	The Common Seal of the Company.
The United Kingdom	...	...	Great Britain and Northern Ireland.

Definitions

WORDS	MEANINGS
Month ... ..	Calendar month.
Paid up ... ..	Includes credited as paid up.
Dividend ... ..	Includes bonus.
In writing ... ..	Written, printed or lithographed, or visibly expressed in all or any of these or any other modes of representing or reproducing words.
Subsidiary company	

Words importing the singular number only shall include the plural number, and vice versa.

Words importing the masculine gender only shall include the feminine gender, and

Words importing persons shall include corporations.

Words in Statutes to bear same meaning in Articles

3. Subject as aforesaid, any words or expressions defined in the Statutes shall bear the same meanings in these Articles.

#### BUSINESS.

Directors may commence or drop any branch business

4. Any branch or kind of business which by the Memorandum of Association of the Company, or these Articles, is either expressly or by implication authorised to be undertaken by the Company may be undertaken by the Directors at such time or times as they shall think fit, and further, may be suffered by them to be in abeyance, whether such branch or kind of business may have been actually commenced or not, so long as the Directors may deem it expedient not to commence or proceed with such branch or kind of business.

#### SHARES.

Funds not to be employed in purchase of shares

5. Save in so far as any particular transaction may be authorised by the Statutes, no part of the funds of the Company shall be employed in the purchase or in loans on the security of the Company's shares.

Underwriting of shares

6. The Company may pay a commission to any person in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally, or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any shares in the capital of the Company, such commission not to exceed 10 per cent. of the price at which the shares are issued or an amount equivalent thereto. Any such commission may be paid in cash or in fully paid shares of the Company, or partly in one way and partly in the other, as may be arranged. The requirements of Sections 52 and 53 of the Act, and Part II (3) of the Sixth Schedule and Part I (3) of the Eighth Schedule to the Act shall be observed, so far as applicable.

Payment of interest out of capital in certain cases

7. Where any shares are issued for the purpose of raising money to defray the expenses of the construction of any works or buildings or the provision of any plant which cannot be made profitable for a

lengthened period, the Company may pay interest on so much of such share capital as is for the time being paid up for the period and subject to the conditions and restrictions mentioned in Section 65 of the Act of 1948, and may charge the same to capital as part of the cost of the construction of the works, buildings or plant.

8. Subject to the provisions of Article 51, unissued shares shall be at the disposal of the Directors, and they may allot, grant options over, or otherwise deal with or dispose of them to such persons at such times and generally on such terms and conditions as they think proper, but so that no shares shall be issued at a discount, except in accordance with Section 57 of the Act.

Shares at disposal  
of Directors

9. If two or more persons are registered as joint holders of any share, any one of such persons may give effectual receipts for any dividends, bonuses or other moneys payable in respect of such share.

Receipts of joint  
holders of shares

10. No person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by or recognise any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share, or (except only as by these Articles otherwise expressly provided or as by statute required or under an order of Court) any other right in respect of any share, except an absolute right to the entirety thereof in the registered holder.

No trust  
recognised

11. Every member shall without payment be entitled to receive within two months after allotment or lodgment of transfer (or within such other period as the conditions of issue shall provide) a certificate under the seal specifying the shares allotted or transferred to him, and the amount paid up thereon, provided that in the case of joint holders the Company shall not be bound to issue more than one certificate to all the joint holders, and delivery of such certificate to any one of them shall be sufficient delivery to all. Where part only of the shares comprised in a certificate are transferred, the member transferring shall be entitled without payment to a certificate for the balance thereof.

Members entitled  
to share  
certificates

12. If any such certificate shall be worn out, defaced, destroyed or lost, it may be renewed on such evidence being produced as the Directors shall require, and in case of wearing out or defacement on delivery up of the old certificate, and in case of destruction or loss on execution of such indemnity (if any) and in either case on payment of such sum, not exceeding one pound, as the Directors may from time to time require. In case of destruction or loss the member to whom such renewed certificate is given shall also bear and pay to the Company all expenses incidental to the investigation by the Company of the evidence of such destruction or loss and to such indemnity.

New certificate  
may be issued

13. No shareholder shall be entitled to receive any dividend or to be present or vote at any meeting or upon a poll, or to exercise any privilege as a member, until he shall have paid all calls for the time

Member not  
entitled to  
dividend or to  
vote until all calls  
paid

authorised by the Stock Transfer Act 1963, or in such other form as the Directors may approve; and transfers of partly paid shares shall be in such form as the Directors may approve.

**Execution of transfers**

25. The instrument of transfer of a share shall be signed by the transferor and, when the share is not fully paid, by the transferee, and the transferor shall be deemed to remain the holders of the share until the name of the transferee is entered in the register of members in respect thereof.

**Directors may refuse to register transfers in certain cases**

26. The Directors may, in their discretion and without assigning any reason therefor, refuse to register the transfer of any share (not being a fully paid-up share) to any person whom they shall not approve as transferee. The Directors may also refuse to register any transfer of a share on which the Company has a lien.

**Notice of refusal**

27. If the Directors refuse to register a transfer of any share, they shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal, as required by Section 78 of the Act.

**Fees on registration**

28. Such fee, not exceeding one pound, as the Directors may from time to time determine, may be charged for registration of a transfer or of any probate, letters of administration, certificate of death or marriage, power of attorney, notice in lieu of distringas, or other document relating to or affecting the title to any shares.

**Register of members may be closed**

29. The registration of transfers may be suspended and the register of members closed during the fourteen days immediately preceding every Annual General Meeting of the Company, and at such other times (if any) and for such period as the Directors may from time to time determine, provided always that the register shall not be closed for more than thirty days in any year.

### TRANSMISSION OF SHARES.

**On death of member survivor or executor only recognised**

30. In the case of the death of a member, the survivors or survivor, where the deceased was a joint holder, and the executors or administrators of the deceased where he was a sole or only surviving holder, shall be the only persons recognised by the Company as having any title to his shares, but nothing herein contained shall release the estate of a deceased holder (whether sole or joint) from any liability in respect of any share solely or jointly held by him.

**Person becoming entitled on death or bankruptcy of member may be registered**

31. Any person becoming entitled to a share in consequence of the death or bankruptcy of any member may upon producing such evidence of title as the Directors shall require, and subject as herein-after provided, either be registered himself as holder of the share, or elect to have some person nominated by him registered as the transferee thereof.

**Person electing to be registered to give notice**

32. If the person so becoming entitled shall elect to be registered himself, he shall deliver or send to the Company a notice in writing

signed by him and stating that he so elects. For all purposes of these Articles relating to the registration of transfers of shares, such notice shall be deemed to be a transfer, and the Directors shall have the same power of refusing to give effect thereto by registration as if the event upon which the transmission took place had not occurred and the notice were a transfer executed by the person from whom the title by transmission is derived.

33. If the person so becoming entitled shall elect to have his nominee registered, he shall testify his election by executing to his nominee a transfer of such share. The Directors shall have, in respect of transfers so executed, the same power of refusing registration as if the event upon which the transmission took place had not occurred, and the transfer were a transfer executed by the person from whom the title by transmission is derived.

Persons electing to have a nominee registered to execute transfer

34. A person entitled to a share by transmission shall be entitled to receive and give a discharge for any dividends or other moneys payable in respect of the share, but he shall not be entitled to receive notices of or to attend or vote at meetings of the Company, or (save as aforesaid) to any of the rights or privileges of a member, unless and until he shall have become a member in respect of the share.

Rights of persons entitled by transmission

#### FORFEITURE OF SHARES.

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

Directors may require payment of call with interest and expenses

36. The notice shall name a further day on or before which such call, or such part thereof as aforesaid, and all such interest and expenses as aforesaid, are to be paid. It shall also name the place where payment is to be made, and shall 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 was made will be liable to be forfeited.

Notice requiring payment to contain certain particulars

37. If the requisitions of any such notice as aforesaid are not complied with, any share in respect of which such notice has been given may at any time thereafter, before payment of all calls, interest and expenses due in respect thereof has been made, be forfeited by a resolution of the Directors to that effect.

On non-compliance with notice shares forfeited on resolution of Directors

38. A forfeiture of shares under the preceding Articles shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.

Forfeiture to include dividends declared though not actually paid



Notice of  
forfeiture to be  
given and entered  
in register of  
members

39. When any share has been forfeited in accordance with these Articles, notice of the forfeiture shall forthwith be given to the holder of the share, or the person entitled to the share by transmission, as the case may be, and an entry of such notice having been given, and of the forfeiture with the date thereof, shall forthwith be made in the register of members opposite to the entry of the share; but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make such entry as aforesaid.

Directors may  
allow forfeited  
share to be  
redeemed

40. Notwithstanding any such forfeiture as aforesaid, the Directors may at any time before the forfeited share has been otherwise disposed of permit the share so forfeited to be redeemed upon the terms of payment of all calls and interest due upon and expenses incurred in respect of the share, and upon any further or other terms they may think fit.

Shares forfeited  
belong to  
Company

41. Every share which shall be forfeited shall thereupon become the property of the Company, and may be sold, re-allotted or otherwise disposed of, either to the person who was before forfeiture the holder thereof or entitled thereto, or to any other person, upon such terms and in such manner as the Directors shall think fit, and whether with or without all or any part of the amount previously paid on the share being credited as paid. The Directors may, if necessary authorise some person to transfer a forfeited share to any such other person as aforesaid.

Holders of  
forfeited shares  
liable for call  
made before  
forfeiture

42. A shareholder whose shares have been forfeited shall, notwithstanding, be liable to pay to the Company all calls made and not paid on such shares at the time of forfeiture, with interest thereon to the date of payment at such rate, not exceeding 10 per cent. per annum, as the Directors shall think fit, in the same manner in all respects as if the shares had not been forfeited, and to satisfy all (if any) the claims and demands which the Company might have enforced in respect of the shares at the time of forfeiture without any deduction or allowance for the value of the shares at the time of forfeiture.

Consequences of  
forfeiture

43. The forfeiture of a share shall involve the extinction at the time of forfeiture of all interest in and all claims and demands against the Company in respect of the share and all other rights and liabilities incidental to the share as between the shareholder whose share is forfeited and the Company, except only such of those rights and liabilities as are by these Articles expressly saved, or as are by the Statutes given or imposed in the case of past members.

Title to forfeited  
share

44. A statutory declaration in writing that the declarant is a Director of the Company, and that a share has been duly forfeited in pursuance of these Articles, and stating the time when it was forfeited, shall, as against all persons claiming to be entitled to the share, be conclusive evidence of the facts therein stated, and such declaration, together with a certificate of proprietorship of the share under the seal delivered to a purchaser or allottee thereof, shall (subject

to the execution of any necessary transfer) constitute a good title to the share, and the new holder thereof shall be discharged from all calls made prior to such purchase or allotment, and shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any omission, irregularity or invalidity in or relating to or connected with the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the share.

#### CONVERSION OF SHARES INTO STOCK.

45. The Company may, from time to time, by resolution of a General Meeting, convert all or any of its paid-up shares into stock and may from time to time, in like manner, re-convert any such stock into paid-up shares of any denomination.

Shares may be converted into stock

46. When any shares have been converted into stock, the several holders of such stock may transfer their respective interests therein, or any part of such interests, in such manner as the Company in General Meeting shall direct, but in default of any such direction 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 will admit. But the Company in General Meeting, or failing a resolution of a General Meeting, the Directors may, if they think fit, from time to time fix the minimum amount of stock transferable, and restrict or forbid the transfer of fractions of that minimum, provided that the minimum shall not exceed the nominal amount of the shares from which the stock arose, and may prescribe that stock is to be divided and transferable in units of corresponding amount.

Stock may be transferred

47. The several holders of stock shall be entitled to participate in the dividends and profits of the Company according to the amount of their respective interest in such stock, and such interests shall, in proportion to the amount thereof, confer on the holders thereof respectively the same privileges and advantages for the purpose of voting at meetings of the Company and for other purposes as if they held the shares from which the stock arose, but so that none of such privileges or advantages, except the participation in the dividends, profits and assets of the Company, shall be conferred by any such aliquot part of stock as would not, if existing in shares, have conferred such privilege or advantage.

Holders of stock entitled to same dividends and privileges as holders of shares

48. All such provisions of these Articles as are applicable to paid-up shares shall apply to stock, and in all such provisions the words "share" and "shareholder" shall include "stock" and "stockholder".

Share and shareholder include stock and stockholder

#### CAPITAL.

49. The capital of the Company at the date of the adoption of these Articles is £150,000, divided into 150,000 shares of £1 each.

Capital

## INCREASE OF CAPITAL.

Company may  
increase its capital

50. The Company may from time to time, in General Meeting, whether all the shares for the time being authorised shall have been issued, or all the shares for the time being issued shall have been fully called up or not, increase its capital by the creation of new shares, such aggregate increase to be of such amount and to be divided into shares of such respective amounts as the General Meeting resolving upon the creation thereof shall direct. Subject and without prejudice to any rights for the time being attached to the shares of any special class, any shares in such increased capital may have attached thereto such special rights or privileges as the General Meeting, resolving upon the creation thereof shall direct, or, failing such direction, as the Directors shall by resolution determine, and in particular any such shares may be issued with a preferential, deferred or qualified right to dividends or in the distribution of assets and with a special or without any right of voting. Any Preference Share may 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 (subject to the provisions of the Statutes) as may be provided by the Articles of Association of the Company for the time being in force.

New shares may  
be offered to  
members

51. The Company in General Meeting may direct that any new shares shall be offered to the existing members in proportion as nearly as the circumstances admit to the number of existing shares held by them or that the same be offered to the holders of shares of any particular class or classes. Such offer shall be made by notice specifying the number of shares offered, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the member to whom such notice is given that he declines to accept the shares offered, the Directors may dispose of the same in such manner as they think most beneficial to the Company; and further if, owing to the proportion which the number of the new shares bears to the number of shares held by members entitled to such offer as aforesaid, or from any other cause, any difficulty shall arise in apportioning the new shares or any of them in manner aforesaid, the Directors may in like manner dispose of the shares in respect of which such difficulty arises.

New shares  
considered as  
Ordinary Shares

52. Subject to any directions that may be given in accordance with the powers contained in the Memorandum of Association or these Articles, any capital raised by the creation of new shares shall be considered as consisting of Ordinary Shares, and shall be subject to the same provisions with reference to the payment of calls, transfer, transmission, forfeiture, lien and otherwise as if it had been part of the existing capital.

## ALTERATIONS OF CAPITAL.

Company may  
alter its capital in  
certain ways

53. The Company may from time to time in General Meeting—  
(A) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares, or

- (B) 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, or
- (c) by sub-division of its existing shares, or any of them, divide its capital, or any part thereof, into shares of smaller amount than is fixed by its Memorandum of Association, and so that as between the holders of the resulting shares one or more of such shares may by the resolution by which the sub-division is effected be given any preference or advantage as regards dividend, capital, voting or otherwise over the others or any other of such shares.

54. The Company may from time to time by Special Resolution reduce its share capital and any capital redemption reserve fund or share premium account in any manner authorised and with and subject to any incident prescribed or allowed by the Statutes.

Company may reduce its capital

55. Anything done in pursuance of either of the last two preceding Articles shall be done in manner provided and subject to any conditions imposed by the Statutes, so far as they shall be applicable, and, so far as they shall not be applicable, in accordance with the terms of the resolution authorising the same, and, so far as such resolution shall not be applicable, in such manner as the Directors deem most expedient, with power for the Directors, on any consolidation of shares, to deal with fractions of shares in any manner they may think fit.

Any alteration of capital to be made according to Statutes

#### MODIFICATION OF RIGHTS.

56. Subject to the provisions of Section 72 of the Act of 1948, all or any of the rights or privileges for the time being attached to any class of shares forming part of the capital for the time being of the Company (and notwithstanding that the Company may be or be about to be in liquidation) may be modified or abrogated in any manner with the sanction of an Extraordinary Resolution passed at a separate meeting of the members of that class. To any such separate meeting all the provisions of these Articles as to General Meetings (including the obligation to notify members as to their right to appoint proxies) shall *mutatis mutandis* apply, provided always that the necessary quorum shall be members of the class holding or representing by proxy one-third of the capital paid up on the issued shares of the class, and that the members of such class shall on a poll have one vote for each share of the class held by them respectively, provided also that if at any adjourned meeting of the members of such class a quorum as above defined is not present, those members who are present shall form a quorum.

Rights of shareholders may be altered

#### GENERAL MEETINGS.

57. A General Meeting shall be held as the Annual General Meeting in every calendar year, at such time and place as may be determined by the Company in General Meeting, or failing such

Annual General Meetings

determination by the Directors, but so that not more than fifteen months shall elapse between the holding of any two successive Annual General Meetings.

Extraordinary  
General Meetings

58. All General Meetings other than the Annual General Meeting shall be called Extraordinary General Meetings.

Calling of  
Extraordinary  
General Meetings

59. The Directors may call an Extraordinary General Meeting whenever they think fit, and Extraordinary General Meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided by the Statutes.

Notice of meeting

60. Twenty-one days' notice in writing at the least of every meeting convened for the purpose of passing a Special Resolution and of every Annual General Meeting and fourteen days' notice in writing at the least of every other General Meeting (the length of notice being exclusive in every case both of the day on which the notice is served or deemed to be served and of the day for which the notice is given), specifying the place, the day and the hour of meeting, and in the case of special business the general nature of such business, shall be given in manner hereinafter mentioned to such persons, including the Auditors, as are under the provisions hereinafter contained or under the Act entitled to receive notices from the Company, provided always that with such consents as are prescribed by Sections 133 (3) and 141 (2) of the Act of 1948 a meeting may be convened upon a shorter notice and in such manner as the consenting members may approve; but the accidental omission to give such notice to or the non-receipt of such notice by any person entitled to receive the same shall not invalidate any resolution passed or proceeding had at any such meeting. Every notice of an Annual General Meeting shall describe the meeting as an Annual General Meeting and every notice of a General Meeting or a class meeting shall comply with any requirements of the Statutes as regards the notification to members of their rights as to the appointment of proxies.

#### PROCEEDINGS AT GENERAL MEETINGS.

Special business

61. All business shall be deemed special that is transacted at an Extraordinary General Meeting. All business that is transacted at an Annual General Meeting shall also be deemed special, with the exception of sanctioning a dividend, the consideration of the balance sheet and profit and loss account, the group accounts (if any), and the reports of the Directors and Auditors and other documents required to accompany or be annexed to the balance sheet, the election of Directors in place of those retiring and the appointment and fixing of the remuneration of the Auditors.

No business to be  
transacted unless  
quorum present

Quorum

62. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. Three members personally present shall be a quorum for the choice of a Chairman, the declaration of a dividend and the adjournment of the meeting. For all other purposes the quorum shall be five members personally present.

63. If within half an hour from the time appointed for the holding of a General Meeting a quorum is not present, the meeting, if convened on 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 is not present within fifteen minutes from the time appointed for holding the meeting, the members present shall be a quorum.

If quorum not  
present meeting  
adjourned or  
dissolved

64. The Chairman, with the consent of any meeting at which a quorum is present, may adjourn the meeting from time to time and from place to place, as the meeting shall determine. Whenever a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the members shall not be entitled to any notice of an adjournment or of the business to be transacted at an adjourned meeting. No business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place.

Notice of  
adjournment to be  
given

65. The Chairman (if any) of the Board of Directors shall preside at every General Meeting, but if there be no such Chairman or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding the same, or shall be present but unwilling to act as Chairman, the members present shall choose some Director, or if no Director be present, or if all the Directors present decline to take the chair, one of themselves to be Chairman of the meeting.

Chairman of  
Board to preside  
at all meetings

66. At any General Meeting of the Company a resolution put to the vote of the meeting shall be decided on a show of hands unless before or upon the declaration of the result of the show of hands a poll be demanded by the Chairman of the meeting or by at least three members. The time being entitled to vote at the meeting, or by a member or members representing one-tenth or more of the total voting rights of all the members having the right to vote at the meeting, or by a member or members holding shares 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, and unless a poll be so demanded a declaration by the Chairman of the meeting that a resolution has been carried, or carried unanimously or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the 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.

How resolution  
decided

67. The instrument appointing a proxy to vote at a meeting shall be deemed to confer authority to demand or join in demanding a poll, and for the purposes of the last preceding Article a demand by a person as proxy for a member shall be the same as a demand by the member.

Proxy may  
demand a poll

Poll to be taken  
as Chairman shall  
direct

68. Subject as provided in Article 69, if a poll be demanded in manner aforesaid, it shall be taken at such time (within fourteen days) and place and in such manner as the Chairman shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

No poll in certain  
cases

69. No poll shall be demanded on the election of a Chairman of a meeting or on any question of adjournment.

Chairman to have  
casting vote

70. In the case of an equality of votes, either on a show of hands or at a poll, the Chairman shall be entitled to a further or casting vote in addition to the votes to which he may be entitled as a member.

Business to be  
continued if poll  
demanded

71. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

#### VOTES OF MEMBERS.

Member to have  
one vote or one  
vote for every  
£1 of share capital

72. Subject to any special rights, restrictions or prohibitions as regards voting for the time being attached to any special class of shares in the capital of the Company, on a show of hands every member personally present shall have one vote only, and in case of a poll every member shall (subject as hereinafter provided) have one vote for every £1 of share capital held by him.

Votes of member  
of unsound mind

73. If a member be of unsound mind, or *non compos mentis*, he may vote, whether on a show of hands or at a poll, by his receiver, committee, *curator bonis*, or other legal curator, and such last-mentioned persons may give their votes by proxy on a poll.

Votes of joint  
holders of shares

74. If two or more persons are jointly entitled to a share, then, in voting upon any question, the vote of a senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other holders of the share, and for this purpose seniority shall be determined by the order in which the names stand in the register of members.

Registered  
members only  
entitled to vote

75. Save as herein expressly provided, no member other than a member duly registered who shall have paid everything for the time being due from him and payable to the Company in respect of his shares, shall be entitled on any question either personally or by proxy at any General Meeting.

How votes may be  
given and who can  
act as proxy

76. Votes may be given either personally or by proxy. On a show of hands a member present only by proxy shall have no vote, but a proxy for a corporation may vote on a show of hands. A proxy need not be a member.

Votes may be cast  
in different ways

77. On a poll taken at a meeting of the Company or at a meeting of any class of members a member entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way.

78. Any corporation which is a member of this Company may, by resolution of its directors or other governing body, authorise any person to act as its representative at any meeting of this Company or of any class of members thereof; and such representative shall be entitled to exercise the same powers on behalf of the corporation which he represents as if he had been an individual shareholder, including power, when personally present, to vote on a show of hands.

Representation of companies which are members of this Company at meetings

79. The instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney duly authorised in writing, or if such appointor is a corporation under its common seal or under the hand of some officer or attorney duly authorised in that behalf.

Instrument appointing proxy to be in writing

80. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed, or a notarially certified or office copy of such power or authority, shall be deposited at the office at least forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in such instrument proposes to vote, or in the case of a poll not less than twenty-four hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.

Instrument appointing a proxy to be left at Company's office

81. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or authority under which it was executed, provided that no intimation in writing of the death, insanity or revocation shall have been received at the office one hour at least before the time fixed for holding the meeting.

When vote by proxy valid though authority revoked

82. Any instrument appointing a proxy shall be in the following form, with such variations as circumstances may require or the Statutes permit or in such other form as the Stock Exchange Authorities may approve.

Form of proxy

" SEVERN VALLEY RAILWAY (HOLDINGS) LIMITED.

" I,

" of  
 " a member of the above-named Company, hereby  
 " appoint  
 " of  
 " and failing him,  
 " of  
 " to vote for me and on my behalf at the [Annual,  
 " Extraordinary, or Adjourned, as the case may be]  
 " General Meeting of the Company, to be held on the  
 " day of and at every  
 " adjournment thereof for/against\* the resolution[s] to  
 " be proposed thereat.

" As witness my hand this day of 19 .

" \*Strike out whichever is not desired. Unless otherwise  
 " instructed the proxy will vote or abstain from voting as  
 " he thinks fit."

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



## DIRECTORS

Appointment and  
number of  
Directors

53. Until otherwise determined by a General Meeting, the number of Directors shall not be less than six nor more than nine of whom two shall be selected and appointed by Severn Valley Railway Company Limited and whose appointment shall be subject to the unanimous approval of the Directors of this Company.

No age limit of  
Directors

54. Unless and until otherwise determined by the Company in General Meeting, either generally or in any particular case, no Director shall vacate or be required to vacate his office as a Director on or by reason of his attaining or having attained the age of seventy or any other age, and any Director retiring or liable to retire under the provisions of these Articles and any person proposed to be appointed a Director shall be capable of being re-appointed or appointed (as the case may be) as a Director notwithstanding that at the time of such re-appointment or appointment he has attained the age of seventy, and no special notice need be given of any resolution for the re-appointment or appointment or approving the appointment as a Director of a person who shall have attained the age of seventy, and it shall not be necessary to give to the members notice of the age of any Director or person proposed to be re-appointed or appointed as such.

55. The Directors may from time to time appoint any other person to be a Director either to fill a casual vacancy or by way of addition to the Board, but so that the maximum number fixed as above shall not be thereby exceeded. Any Director appointed under this Article shall hold office only until the Annual General Meeting following next after his appointment, when he shall retire, but shall be eligible for election as a Director at that meeting.

Directors may not  
exceed standing  
vacancies but if  
less than minimum  
number fixed by  
Articles may run  
all vacancies to  
next meeting

56. The continuing Directors at any time may act notwithstanding any vacancies in their body: provided always that in case the Directors shall at any time be or be reduced in number to less than the minimum number fixed by or in accordance with these Articles, it shall be lawful for them to act as Directors for the purpose of filling up vacancies in their body or calling a General Meeting of the Company, but not for any other purpose.

Director's  
qualification

57. The qualification of a Director shall be the holding in his own right alone, and not jointly, with any other person or estate or stock at the Company of the nominal value of £250 and Section 192 of the Act shall be duly complied with by every Director.

88. The remuneration of the Directors shall from time to time be determined by the Company in General Meeting, and any such remuneration shall (unless otherwise directed by the resolution by which it is voted) be divided amongst the Directors as they shall agree, or, failing agreement, equally. The Directors shall also be entitled to be repaid all travelling, hotel and other expenses properly incurred by them in and about the business of the Company, including their expenses of travelling to and from Board or Committee Meetings.

Directors' remuneration

89. The Directors may grant special remuneration to any member of the Board who, being called upon, shall be willing to render any special or extra services to the Company, or to go or reside abroad in connection with the conduct of any of the affairs of the Company. Such special remuneration may be made payable to such Director in addition to or in substitution for his ordinary remuneration as a Director, and may be made payable by a lump sum or by way of salary, or by a percentage of profits, or by any or all of those modes.

Special remuneration

90. Subject to the provisions of Sections 191 and 192 of the Act of 1948, and without prejudice to any other powers conferred upon them by the Articles of the Company, 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 to his widow or dependents and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

#### MANAGING DIRECTORS.

91. The Directors may from time to time appoint one or more of their body to be Managing Director or Managing Directors, for such period, at such remuneration and upon such terms as to the duties to be performed, the powers to be exercised and all other matters as they think fit, but so that no Managing Director shall be invested with any powers or entrusted with any duties which the Directors themselves could not have exercised or performed. The remuneration of a Managing Director may be by way of salary or commission or participation in profits, or by any or all of those modes, and it may be made a term of his appointment that he be paid a pension or gratuity on retirement from his office.

Directors may appoint Managing Director

92. A Managing Director shall not, while he continues to hold that office, be subject to retirement by rotation, and he shall not be taken into account in determining the rotation of retirement of Directors, but he shall (subject to the provisions of any contract between him and the Company) be subject to the same provisions as to removal as the other Directors of the Company, and if he cease to hold the office of Director he shall, *ipso facto* and immediately, cease to be a Managing Director.

What provisions Managing Director will be subject to

## SECRETARY.

Secretary

93. The Secretary shall be appointed by the Directors for such time at such remuneration and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them. The provisions of Sections 177 and 179 of the Act of 1948 shall apply and be observed. The Directors may from time to time if there is no Secretary or no Secretary capable of acting by resolution appoint an assistant or deputy Secretary, who shall be deemed to be the Secretary during the term of his appointment.

Power for  
Directors to  
appoint an  
assistant or deputy

## THE SEAL.

Seal to be affixed  
by authority of  
resolution of  
Board and in the  
presence of one  
Director and  
Secretary

94. The seal shall not be affixed to any instrument except by the authority of a resolution of the Board, and in the presence of at least one Director and of the Secretary, and the said Director and the Secretary shall sign every instrument to which the seal shall be so affixed in their presence and, in favour of any purchaser or person bona fide dealing with the Company, such signatures shall be conclusive evidence of the fact that the seal has been properly affixed. Every certificate for shares, stock, debenture stock or representing any other form of security (other than letters of allotment or scrip certificates) shall be issued under the seal.

## POWERS OF DIRECTORS.

Business of  
Company to be  
managed by  
Directors

95. The business of the Company shall be managed by the Directors, who may exercise all such powers of the Company (including the powers expressly mentioned in Clause 3 of the Memorandum of Association of the Company), and do on behalf of the Company all such acts as may be exercised and done by the Company and as are not by the Statutes or by these Articles required to be exercised or done by the Company in General Meeting, subject, nevertheless, to any regulations of these Articles, to the provisions of the Statutes, and to such regulations being not inconsistent with the aforesaid regulations or 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.

Company may  
exercise powers  
under Sections 35  
and 119 of the Act

96. The Directors may make such arrangements as may be thought fit for the management of the Company's affairs abroad, and may for this purpose (without prejudice to the generality of their powers) appoint Local Boards, Attorneys and Agents, and fix their remuneration, and delegate to them such powers as may be deemed requisite or expedient. The Company may exercise all the powers of Section 35 of the Act of 1948, and the official seal shall be affixed by the authority and in the presence of, and the instruments sealed therewith shall be signed by, such persons as the Directors shall from time to time by writing under the seal appoint. The Company may also exercise the powers of Section 119 of the Act of 1948 with reference to the keeping of Dominion Registers. The obligations and conditions imposed by those sections and any sections ancillary thereto shall be duly observed.

97. (A) Subject as hereinafter provided the Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, and to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.

Limit to Directors' borrowing powers

(B) The Directors shall restrict the borrowings of the Company and exercise all voting and other rights or powers of control exercisable by the Company in relation to its subsidiary companies (if any) so as to secure (so far as by such restriction and exercise they can do so) that the aggregate amount for the time being remaining undischarged of all moneys borrowed by the Company and/or any of its subsidiary companies (exclusive of moneys borrowed by the Company from and for the time being owing to any such subsidiary or by any such subsidiary from and for the time being owing to the Company or another such subsidiary) shall not at any time without the previous sanction of an Ordinary Resolution of the Company exceed twice the amount paid up on the share capital of the Company for the time being issued. For the purposes of the said limit the issue of debentures shall be deemed to constitute borrowing notwithstanding that the same may be issued in whole or in part for a consideration other than cash.

(C) No person dealing with the Company or any of its subsidiaries shall by reason of the foregoing provisions be concerned to see or inquire whether this limit is observed, and no debt incurred or security given in excess of such limit shall be invalid or ineffectual unless the lender or the recipient of the security had at the time when the debt was incurred or security given express notice that the limit hereby imposed had been or would thereby be exceeded.

98. All moneys, bills and notes belonging to the Company shall be paid to or deposited with the Company's bankers to an account to be opened in the name of the Company. Cheques on the Company's bankers, unless and until the Directors shall otherwise from time to time resolve, shall be signed by at least two Directors and countersigned by the Secretary.

All moneys to be paid into banking account

Cheques to be signed by two Directors and Secretary

#### DISQUALIFICATION OF DIRECTORS.

99. The office of a Director shall be vacated—

- (A) If a receiving order is made against him, or he makes any arrangement or composition with his creditors.
- (B) If he becomes of unsound mind.
- (C) If he ceases to hold the number of shares required to qualify him for office or does not acquire the same within two months after election or appointment.
- (D) If he absents himself from the meetings of the Directors during a continuous period of six months without special leave of absence from the Directors, and they pass a resolution that he has by reason of such absence vacated office.

Office of Director vacated in certain cases

- (E) If he is prohibited from being a Director by an Order made under Section 188 of the Act.
- (F) If by notice in writing to the Company he resigns his office.
- (G) If he is removed from office by a resolution duly passed pursuant to Section 184 of the Act.

Directors may  
hold other offices

100. A Director may hold any other office or place of profit under the Company (except that of Auditor) in conjunction with his office of Director and on such terms as to remuneration and otherwise as the Directors shall approve.

Director may  
contract with  
Company

101. A Director may contract with and be interested in any contract or proposed contract with the Company either as vendor, purchaser or otherwise, and shall not be liable to account for any profit made by him by reason of any such contract or proposed contract, provided that the nature of the interest of the Director in such contract or proposed contract be declared at a meeting of the Directors as required by and subject to the provisions of Section 199 of the Act of 1948. No Director shall vote as a Director in respect of any contract or arrangement in which he shall be interested, and if he do so vote his vote shall not be counted; but this provision shall not apply to any arrangement for giving a Director security for advances or by way of indemnity or to any allotment to or any contract or arrangement for the underwriting or subscription by a Director of shares or debentures of the Company or to any arrangement made in exercise of the powers conferred by Article 90.

Directors holding  
office with  
companies in  
which Company  
is interested, etc.

102. Any Director may continue to be or become a director, managing director, manager or other officer or member of any other company in which this Company may be interested, and (unless otherwise agreed) no such Director shall be accountable for any remuneration or other benefits received by him as a director, managing director, manager or other officer or member of any such company. Notwithstanding anything contained in the last preceding Article, the Directors may exercise the voting powers conferred by the shares in any other company held or owned by the Company, or exercisable by them as directors of such other company, in such manner in all respects as they think fit (including the exercise thereof in favour of any resolution appointing themselves or any of them directors, managing directors, managers or other officers of such company), and any Director of the Company may vote in favour of the exercise of such voting rights in manner aforesaid, notwithstanding that he may be, or be about to be, appointed a director, managing director, manager or other officer of such other company, and as such is or may become interested in the exercise of such voting rights in manner aforesaid.

## ROTATION OF DIRECTORS.

103. At the Annual General Meeting in every year one-third of the Directors for the time being or if their number is not a multiple of three then the number nearest to but not exceeding one-third shall retire from office.

One-third of  
Directors to retire  
at Annual General  
Meeting

104. The Directors to retire at the Annual General Meeting in every year shall be the Directors who have been longest in office since their last election. As between Directors of equal seniority, the Directors to retire shall in the absence of agreement be selected from among them by lot. A retiring Director shall be eligible for re-election and shall act as a Director throughout the meeting at which he retires.

Senior Directors to  
retire

Retiring Director  
re-eligible

105. The Company may, at the meeting at which any Director retires in manner aforesaid, fill up the vacated office by electing a person thereto. In default the retiring Director shall be deemed to have been re-elected unless at such meeting it is resolved not to fill up the vacated office or a resolution for the re-election of the retiring Director has been rejected.

Office may be  
filled at meeting  
at which Directors  
retire

106. No person not being a Director retiring at the meeting shall, unless recommended by the Directors for election, be eligible for the office of Director at any General Meeting unless, within the prescribed time before the day appointed for the meeting, there shall have been given to the Secretary notice in writing by some member duly qualified to be present and vote at the meeting for which such notice is given, of his intention to propose such person for election, and also notice in writing, signed by the person to be proposed, of his willingness to be elected.

Members eligible  
for office of  
Director if  
prescribed notice  
and consent  
lodged at office

107. The prescribed time above mentioned shall be such that, between the date when the notice is served, or deemed to be served, and the day appointed for the meeting, there shall be not less than four nor more than twenty-eight clear intervening days.

Prescribed notice

108. The Company may from time to time in General Meeting increase or reduce the number of Directors, and may make the appointments necessary for effecting any such increase, and may determine in what rotation such increased or reduced number shall go out of office.

Number of  
Directors may be  
increased or  
reduced

109. In addition and without prejudice to the provisions of Section 184 of the Act, the Company may by Ordinary Resolution remove any Director before the expiration of his period of office, and may, if thought fit, by Ordinary Resolution appoint another person in his stead; any person so appointed shall retain his office so long only as the Director in whose place he is appointed would have held the same if he had not been removed, but shall be eligible for re-election

Directors may be  
removed by  
Extraordinary  
Resolution

## PROCEEDINGS OF DIRECTORS.

Meeting of  
Directors

110. The Directors or any committee of Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business. Until otherwise determined three shall be 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.

Quorum

Casting vote of  
Chairman

Director may call  
meeting of Board

111. A Director may, and on the request of a Director the Secretary shall, at any time summon a meeting of the Directors by notice served upon the several members of the Board; but a Director who is absent from the United Kingdom shall not be entitled to notice of any meeting of Directors.

Directors may  
elect Chairman

112. The Directors or any committee of the Directors may from time to time elect a Chairman, who shall preside at their meetings, 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, a substitute for that meeting shall be appointed by such meeting from among the Directors present.

Directors may  
delegate powers  
to committees

113. The Directors may delegate any of their powers, other than the powers to borrow and make calls, to committees consisting of such member or members of their body as they think fit. Any committee so formed shall in the exercise of the power so delegated conform to any regulations that may from time to time be imposed upon them by the Board.

All acts done by  
Directors to be  
valid

114. All acts bona fide done by any meeting of Directors, or by a committee of Directors or by any person acting as a Director, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Director.

Minutes to be  
made and when  
signed by  
Chairman to be  
conclusive  
evidence

115. The Directors shall cause proper minutes to be made in books to be provided for the purpose of all appointments of officers made by the Directors, of the proceedings of all meetings of Directors and committees of Directors, and of the attendances thereat, and of the proceedings of all meetings of the Company and all business transacted, resolutions passed and orders made at such meetings, and any such minutes of any such meeting, if purporting to be signed by the Chairman of such meeting, or by the Chairman of the next succeeding meeting of the Company or Directors or committee, as the case may be, shall be sufficient evidence without any further proof of the facts therein stated.

## DIVIDENDS AND RESERVE FUND.

116. Subject to any rights or privileges for the time being attached to any shares in the capital of the Company having preferential, deferred or other special rights in regard to dividends, the profits of the Company which it shall from time to time be determined to distribute by way of dividend shall be applied in payment of dividends upon the shares of the Company in proportion to the amounts paid up thereon respectively otherwise than in advance of calls.

Application of profits

117. The Company in General Meeting may from time to time declare dividends, but no such dividend shall (except as by the Statutes expressly authorised) be payable otherwise than out of the profits of the Company. No higher dividend shall be paid than is recommended by the Directors, and a declaration by the Directors as to the amount of the profits at any time available for dividends shall be conclusive. The Directors may, if they think fit, and if in their opinion the position of the Company justifies such payment, from time to time to pay an interim dividend, or pay any preferential dividends on shares issued upon the terms that the preferential dividends thereon shall be payable on fixed dates.

Declaration of dividends

118. With the sanction of a General Meeting, dividends may be paid wholly or in part in specie, and may be satisfied in whole or in part by the distribution amongst the members in accordance with their rights of fully paid shares, stock or debentures of any other company, or of an other property suitable for distribution as aforesaid. The Directors shall have full liberty to make all such valuations, adjustments and arrangements, and to issue all such certificates or documents of title as may in their opinion be necessary or expedient with a view to facilitating the equitable distribution amongst the members of any dividends or portions of dividends to be satisfied as aforesaid or to giving them the benefit of their proper shares and interests in the property, and no valuation, adjustment or arrangement so made shall be questioned by any member.

Payment of dividends in specie

119. The Directors may, before recommending any dividend, set aside out of the profits of the Company such sums as they think proper to a reserve fund or reserve account, which shall at the discretion of the Directors be applicable for meeting contingencies, or for repairing or maintaining any works connected with the business of the Company, or for any other purposes for which the profits of the Company may lawfully be applied, or shall, with the sanction of the Company in General Meeting, be as to the whole or in part applicable for equalising dividends, or for distribution by way of special dividend or bonus, and the Directors may divide the reserve fund into separate funds for special purposes, and may either employ the sums from time to time carried to the credit of such fund or funds in the business of the Company or invest the same in such investments (other than the shares of the Company) as they may select. The Directors may also from time to time carry forward such sums as they may deem expedient in the interests of the Company.

Directors may form a reserve fund and invest it



Unpaid calls and  
debts may be  
deducted from  
dividends

120. The Directors may deduct from any dividend or other moneys payable in respect of any shares held by a member, either alone or jointly with any other member, all such sums of money (if any) as may be due and payable by him either alone or jointly with any other person to the Company on account of calls or otherwise.

Dividend warrant

Dividend warrants  
to be sent to  
members by post

121. Any dividend, instalment of dividend or interest in respect of any share may be paid by cheque or warrant payable to the order of the member entitled thereto, or (in the case of joint holders) of that member whose name stands first on the register in respect of the joint holding. Every such cheque or warrant shall (unless otherwise directed) be sent by post to the last registered address of the member entitled thereto, and the receipt of the person whose name appears on the register of members as the holder of any share, or, in the case of joint holders, of any one of such holders, or of his or their agent duly appointed in writing, shall be a good discharge to the Company for all dividends or other payments made in respect of such share. Every such cheque or warrant shall be sent at the risk of the person entitled to the money represented thereby.

Unpaid dividends  
not to bear interest

122. No unpaid dividend or interest shall bear interest as against the Company.

#### CAPITALISATION OF RESERVES, ETC.

Capitalisation

123. Subject to any necessary sanction or authority being obtained the Company in General Meeting may at any time and from time to time pass a resolution that any sum not required for the payment or provision of any fixed preferential dividends, and (A) for the time being standing to the credit of any reserve fund or reserve account of the Company, including premiums received on the issue of any shares, debentures or debenture stock of the Company, or (B) being undivided net profits in the hands of the Company, be capitalised, and that such sum be appropriated as capital to and amongst the ordinary shareholders in the shares and proportions in which they would have been entitled thereto if the same had been distributed by way of dividend on the Ordinary Shares, and in such manner as the resolution may direct, and such resolution shall be effective; and the Directors shall in accordance with such resolution apply such sum in paying up in full any unissued shares in the capital of the Company, or (save as regards any amount standing to the credit of a share premium account or capital redemption reserve fund) any debentures or debenture stock of the Company, on behalf of the ordinary shareholders aforesaid, and appropriate such shares, debentures or debenture stock to, and distribute the same credited as fully paid up amongst, such shareholders in the proportions aforesaid, in satisfaction of their shares and interests in the said capitalised sum, or (save as regards any such amount as aforesaid) shall apply the sum so resolved to be capitalised or any part thereof on behalf of the shareholders aforesaid in paying up the whole or part of any uncalled balance which shall for the time being be unpaid in respect of any issued Ordinary Shares held by such shareholders. Where any difficulty arises in respect of any such distribution the

Directors may settle the same as they think expedient, and in particular they may issue fractional certificates, fix the value for distribution of any fully paid-up shares, debentures or debenture stock, make cash payments to adjust rights, and vest any such shares, debentures or debenture stock in trustees upon such trusts for or for the benefit of the persons entitled to share in the appropriation and distribution as may seem just and expedient to the Directors. When deemed requisite a proper contract for the allotment and acceptance of any shares to be distributed as aforesaid shall be delivered to the Registrar of Companies for registration in accordance with Section 52 of the Act of 1948, and the Directors may appoint any person to sign such contract on behalf of the persons entitled to share in the appropriation and distribution, and such appointment shall be effective.

### ACCOUNTS.

124. The Directors shall cause proper books of account to be kept:— Accounts to be kept

- (A) of the assets and liabilities of the Company,
- (B) of the sums of money received and expended by the Company, and the matters in respect of which such receipts and expenditure take place, and
- (C) of all sales and purchases of goods by the Company,

and such books shall be so kept as to give a true and fair view of the state of the Company's affairs and to explain its transactions. The books of account shall be kept at the office, or, subject to Section 147 (3) of the Act of 1948, at such other place or places as the Directors shall think fit, and shall always be open to the inspection of the Directors. Where books may be kept

125. The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company, or any of them, shall be open to the inspection of members, and no member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by the Statutes or authorised by the Directors or by a resolution of the Company in General Meeting. Accounts and book may be inspected by members

126. Once at least in every year the Directors shall lay before the Company in General Meeting a profit and loss account for the period since the preceding account made up to a date not more than six months before such meeting and in conformity with the requirements of the Statutes. Yearly statement of income and expenditure to be made up and laid before Company

127. A balance sheet shall be made out in every year and laid before the Company in General Meeting. Such balance sheet shall contain all such particulars as are required by the Statutes, and shall be made up as at the date to which the profit and loss account is made up, and shall be accompanied by or have annexed or attached thereto a report of the Directors as to the state of the Company's affairs Balance sheet, etc., to be made out yearly

(which shall duly comply with the requirements of the Statutes), a report of the Auditors, such group accounts (if any), and such other documents as are required by the Statutes to accompany the same or to be annexed or attached thereto. Printed copies of all such documents as aforesaid shall, twenty-one clear days at least before each meeting, be delivered or sent by post to the registered address of every member who is entitled to receive the same, to the Auditors, and to every holder of debentures of the Company who is entitled to receive the same, as required by Section 158 of the Act but subject as provided in paragraphs (b) and (c) of the proviso to Subsection (1) of that section, and four copies of each of the said documents shall at the same time be forwarded to the Secretary of the Share and Loan Department, The Stock Exchange, London. The Auditors' report shall be read before the Company in General Meeting and shall be open to inspection by any member as required by Section 162 of the Act.

#### AUDIT.

Accounts to be  
audited

128. Once at least in every year the accounts of the Company shall be examined, and the correctness of the profit and loss account and balance sheet ascertained by one or more properly qualified Auditor or Auditors.

Provisions as to  
audit

129. The appointment, powers, rights, remuneration and duties of the Auditors shall be regulated by Sections 159 to 162 of the Act.

#### NOTICES.

Service of notices  
by Company

130. A notice or other document may be served by the Company upon any member either personally or by sending it through the post in a prepaid letter addressed to such member at his registered address.

How joint holders  
of shares may be  
served

131. All notices directed to be given to the members shall with respect to any share to which persons are jointly entitled be given to whichever of such persons is named first in the register of members, and notice so given shall be sufficient notice to all the holders of such share.

Members abroad  
not entitled to  
notices unless they  
give address

132. Any member described in the register of members by an address not within the United Kingdom who shall from time to time give to the Company an address within the United Kingdom at which notices may be served upon him, shall be entitled to have notices served upon him at such address, but, save as aforesaid and as provided by the Act, only those members who are described in the register of members by an address within the United Kingdom shall be entitled to receive any notices from the Company.

Service of notices  
on Company

133. Any summons, notice, order or other document required to be sent to or served upon the Company, or upon any officer of the Company, may be sent or served by leaving the same or sending it through the post in a prepaid registered letter addressed to the Company, or to such officer, at the office.

134. Any notice or other document if served by post shall be deemed to have been served on the day following that on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice or document was properly addressed and put into the post office as a prepaid letter or prepaid registered letter as the case may be.

When service  
effected

135. Any notice or other document served upon or sent to any member in accordance with these Articles shall, notwithstanding that he be then deceased or bankrupt, and whether the Company have notice of his death or bankruptcy or not, be deemed to be duly served or sent in respect of any shares held by him (either alone or jointly with others) until some other person is registered in his stead as the holder or joint holder of such shares, and such service or sending shall be a sufficient service or sending on or to his executors, administrators or assigns and all other persons (if any) interested in such shares.

Service on  
deceased or  
bankrupt  
members

#### WINDING UP.

136. If the Company shall be wound up the Liquidators (whether voluntary or official) may, with the sanction of an Extraordinary Resolution, divide among the members in specie any part of the assets of the Company and may, with the like sanction, vest any part of the assets of the Company in trustees upon such trusts for or for the benefit of the members or any of them as the Liquidators with the like sanction shall think fit. Any such resolution may provide for and sanction a distribution of any specific assets amongst different classes of members otherwise than in accordance with their existing rights, but each member shall in that event have a right of dissent and other ancillary rights in the same manner as if such resolution were a Special Resolution passed pursuant to Section 287 of the Act of 1948.

Distribution of  
assets in specie

#### INDEMNITY.

137. Every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities (including any such liability as is mentioned in paragraph (b) of the proviso to Section 205 of the Act of 1948) which he may sustain or incur in or about the execution of his office or otherwise in relation thereto, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by the said section.

Indemnity

This is the print of the New Articles of Association of SEVERN VALLEY RAILWAY (HOLDINGS) LIMITED, referred to in the Special Resolution of the Company passed on the 11th day of April, 1972.

*Errol D.N.*  
Chairman

*James*  
*M.P.*

THE COMPANIES ACT, 1948.

Notice of Place where Register of Members  
is kept or of any Change in that place.

COMPANIES  
REGISTRATION.

A 5/-  
Company  
Registration  
Fee Stamp  
must be  
impressed  
here.

Pursuant to Section 110 (3).

To the REGISTRAR OF COMPANIES.

SEVERN VALLEY RAILWAY (HOLDINGS)

LIMITED

hereby gives you notice, in accordance with subsection (3) of Section 110 of the  
Companies Act, 1948, that the Register of Members of the Company is kept at

MESSRS. HUBERT LEICESTER & CO., REGISTRARS,

14, PIERPOINT STREET, WORCESTER.

(Signature).....

SECRETARY.

(State whether Director or Secretary).....

DATED the THIRTEENTH day of APRIL. 19 72

NOTE :— This notice must be forwarded to the Registrar of Companies within 14 days after the date of  
the incorporation of the Company or of the change, as the case may be.

CAT. NO. C.F.103.

JORDAN & SONS, LTD.,  
116, Chancery Lane, London, W.C.2.

SHAW & SONS LTD.,  
7, 8 & 9, Fetter Lane, London, E.C.4.

Law Stationers and Company Registration Agents.

5007(v) 7

Presented by

HUBERT LEICESTER & CO.,

14, PIERPOINT STREET,



This margin to be reserved for binding.

Company No. 1046274.

*The Companies Acts 1948 to 1967.*

COMPANY LIMITED BY SHARES.

## Special Resolution

OF

## Severn Valley Railway (Holdings) Limited

*Passed on the 29th day of June 1973.*

AT an EXTRAORDINARY GENERAL MEETING of the above named Company, duly convened, and held at Birmingham on the 29th day of June 1973, the following RESOLUTION was duly passed as a SPECIAL RESOLUTION:—

### SPECIAL RESOLUTION.

“THAT:—

- (A) the Conditional Agreement dated 16th June 1973 and expressed to be between Severn Valley Railway Company Limited of the first part, Severn Valley Railway (Holdings) Limited of the second part, and Severn Valley Railway Association of the third part (a copy whereof was produced to the Meeting and for identification signed by the Chairman thereof) be and the same is hereby approved.
- (B) upon and subject to the said Conditional Agreement becoming unconditional in accordance with the terms thereof:—
  - (1) the provisions of the Memorandum of Association of the Company with respect to its objects be altered by deleting Clause 3 (c) thereof



(2) the Articles of Association of the Company be altered as follows:—

(a) by deleting Article 83 and substituting therefor the following new Article, namely:—

‘83. Until otherwise determined by a General Meeting the number of Directors shall not be less than nine nor more than twelve of which two Directors will from time to time be appointed and removed by the Board of Severn Valley Railway Company Limited and a further Director will from time to time be appointed and removed by the Committee of Severn Valley Railway Association. Any such appointment or removal shall be in writing under the hand of the Secretary of the said Company or, as the case may be, the said Association and shall take effect as and when delivered to or deposited at the Registered Office of the Company.

As at the date of the adoption of this Article Mr. D. E. Guest and Mr. C. R. P. Ridgway are, for the purposes of this Article, deemed to have been appointed to the Board of the Company by the said Severn Valley Railway Company Limited.’

(b) by amending Article 87 by the addition thereto of the following words, namely:—

‘Until otherwise determined by a General Meeting, any Director appointed by Severn Valley Railway Company Limited or Severn Valley Railway Association shall be required to hold a share qualification in his own right of a nominal value of £50.’

(c) by adding at the end of Article 101 the following words, namely:—

‘or to any contract or arrangement in which the Director is interested as a member or officer of Severn Valley Railway Company Limited or Severn Valley Railway Association.’”

Company No. 1046274.

*The Companies Acts 1948 to 1967.*

COMPANY LIMITED BY SHARES.

## Memorandum

*(As amended by Special Resolution passed on the 29th day of June 1973)*

AND

NEW

## Articles of Association

*(Adopted by Special Resolution passed on the 11th day of April 1972  
and as amended by Special Resolution passed on the 29th day of June 1973)*

OF

**Severn Valley Railway (Holdings)**  
LIMITED

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Incorporated the 15th day of March 1972.

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WYNN GIBSON, DUNN & CO.,  
*Solicitors,*  
125 EDMUND STREET,  
BIRMINGHAM,  
B3 2HX.

COMPANIES REGISTRATION  
17 NOV 1973



*The Companies Acts 1948 to 1967.*

COMPANY LIMITED BY SHARES.

## **Memorandum of Association**

*(As amended by Special Resolution passed on the 29th day of June 1973)*

OF

## **Severn Valley Railway (Holdings) Limited**

1. The name of the Company is "SEVERN VALLEY RAILWAY (HOLDINGS) LIMITED."
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are—
  - (A) To enter into and carry into effect, with such (if any) modifications or alterations as may be agreed upon, an Agreement already prepared and expressed to be made between Severn Valley Railway Company Limited of the one part and this Company of the other part, a draft of which has been subscribed with a view to identification by Richard Hugh Dunn, of Messrs. Wynn Gibson Dunn and Company, and to carry on, develop and turn to account the business of the Severn Valley Railway Company Limited at Bridgnorth, Eardington and Hampton Loade in the County of Salop and between Bridgnorth aforesaid and Bewdley and Kidderminster in the County of Worcester and the assets comprised in the said Agreement.
  - (B) To take over the assets and liabilities of the Severn Valley Railway.
  - (C) To complete the purchase, restoration and re-opening to the public of the whole of Severn Valley Branch Railway between Bridgnorth, Bewdley and Kidderminster aforesaid.
  - (D) To carry on the business of the Severn Valley Railway as a public railway.

- (e) To carry on any other trade or business whatsoever which can, in the opinion of the Board of Directors, be advantageously carried on by the Company in connection with or as ancillary to any of the above businesses or the general business of the Company.
- (f) To manufacture or procure the manufacture of building and engineering appliances or other articles or component parts for railway rolling stock or other general utility whether for the purposes of building or engineering or for other trades, or for general, railway or domestic use, and to stock, hire out, sell and generally to trade and deal in the same.
- (c) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof.
- (ii) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above.
- (i) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business, and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society.
- (j) To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.
- (k) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its

customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly.

- (L) To receive money on deposit or loan upon such terms as the Company may approve, and to guarantee the obligations and contracts of customers and others.
- (M) To make advances to customers and others with or without security, and upon such terms as the Company may approve, and generally to act as bankers for customers and others.
- (N) To grant pensions, allowances, gratuities and bonuses to officers, ex-officers, employees or ex-employees of the Company or its predecessors in business or the dependents or connections of such persons, to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory) with a view to providing pensions or other benefits for any such persons as aforesaid, their dependents or connections, and to support or subscribe to any charitable funds or institutions, the support of which may, in the opinion of the Directors, be calculated directly or indirectly to benefit the Company or its employees, and to institute and maintain any club or other establishment or profit-sharing scheme calculated to advance the interests of the Company or its officers or employees.
- (O) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.
- (P) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined.
- (Q) To pay for any property or rights acquired by the Company, either in cash or fully or partly paid-up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.
- (R) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or special rights or restrictions in respect of dividend, rep...

capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.

- (s) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.
- (r) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company, and to acquire and hold or dispose of shares, stock or securities of and guarantee the payment of the dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.
- (u) To purchase or otherwise acquire and undertake all or any of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on.
- (v) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.
- (w) To amalgamate with any other company whose objects are or include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any

such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.

- (x) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, and in particular any bonus or free of charge or complimentary tickets to travel on the railway in lieu of dividends, or any shares, debentures or securities of other companies belonging to this Company or of which this Company may have the power of disposing, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- (x) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise, and to do all such other things as are incidental or conducive to the above objects or any of them.

4. The liability of the members is limited.

5. The share capital of the Company is £150,000, divided into 150,000 shares of £1 each. The shares in the original or any increased capital may be divided into several classes, and there may be attached thereto respectively any preferential, deferred or other special rights, privileges, conditions or restrictions as to dividend, capital, voting or otherwise.

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

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.	Number of Shares taken by each Subscriber.
GERALD D. N. NABARRO, KNIGHT, The Orchard House, Broadway, Worcestershire, Member of Parliament & Director of Companies.	One.
R. H. DUNN, Lawn Farm, Tibberton, Worcestershire, Solicitor.	One.
D. J. PORTER, Clent House, Croydon Road, Keston, Kent, Director of Companies.	One.
W. E. C. WATKINSON, Tyre Hill, Hanley Swan, Worcestershire, Farmer & Company Director.	One.
GARNOCK, Combermere Abbey, Whitchurch, Director of Companies.	One.
W. B. BROADBENT, The Firs, Aston, Nantwich, Cheshire, Director of Companies.	One.
B. V. W. PRICE, 37 Kinnersley Village, Severn Stoke, Worcestershire, Chartered Accountant.	One.

Dated this 1st day of March 1972.

Witness to the signature of GERALD D. N. NABARRO, Knight—  
R. M. HOWARTH,  
Housekeeper of The Orchard House  
Broadway, Wors.

Witness to the signature of R. H. DUNN—  
NEVILLE H. BROWN,  
125 Edmund Street, Birmingham B3 2HX,  
Partnership Secretary.

Witness to the signature of D. J. PORTER—

M. E. OLIVER,  
31 Acer Road, Biggin Hill, Kent,  
Secretary.

Witness to the signature of W. E. C. WATKINSON—

A. DAVIES  
201, Henwick Road, Worcester WR2 5PG,  
Accountant.

Witness to the signature of DAVID LINDSAY-BETHUNE,  
Viscount GARNOCK,

S. SAWYER,  
Secretary  
30 Greenland Avenue, Queensbury, Bradford.

Witness to the signature of W. B. BROADBENT—

G. H. P. BEAMES,  
Cairn House, Lilleston, Nantwich, Cheshire,  
Solicitor.

Witness to the signature of B. V. W. PRICE—

A. DAVIES  
201, Henwick Road, Worcester WR2 5PG,  
Accountant.

COMPANY LIMITED BY SHARES.

Articles of Association

OF

Severn Valley Railway (Holdings) Limited

(Adopted by Special Resolution passed on the 11th day of April 1972  
and as amended by Special Resolution passed on the 29th day of June  
1973)

TABLE A.

1. The regulations in Table A in the First Schedule to the Companies Act, 1948, shall not apply to the Company except so far as the same are repeated or contained in these Articles. Table A excluded

INTERPRETATION.

2. In these Articles, unless the subject or context otherwise requires, the words standing in the first column of the table next hereinafter contained shall bear the meanings set opposite to them respectively in the second column thereof:— Interpretation clause

WORDS	MEANINGS	
The Act ...	The Companies Act, 1948.	
The Statutes ...	The Companies Acts 1948 to 1967 and every other Act for the time being in force concerning joint stock companies and affecting the Company.	Definitions
These Articles ...	These Articles of Association and the regulations of the Company for the time being in force.	
The Office ...	The registered office of the Company.	
The Seal ...	The Common Seal of the Company.	
The United Kingdom ...	Great Britain and Northern Ireland.	
Month ...	Calendar month.	
Paid up ...	Includes credited as paid up.	
Dividend ...	Includes bonus.	
In writing ...	Written, printed or lithographed, or visibly expressed in all or any of these or any other modes of representing or reproducing words.	
Subsidiary Company		



Words importing the singular number only shall include the plural number, and vice versa.

Words importing the masculine gender only shall include the feminine gender, and

Words importing persons shall include corporations.

Words in Statutes  
to bear same  
meaning in  
Articles

3. Subject as aforesaid, any words or expressions defined in the Statutes shall bear the same meanings in these Articles.

#### BUSINESS.

Directors may  
commence or  
drop any  
branch business

4. Any branch or kind of business which by the Memorandum of Association of the Company, or by these Articles, is either expressly or by implication authorised to be undertaken by the Company may be undertaken by the Directors at such time or times as they shall think fit, and further, may be suffered by them to be in abeyance, whether such branch or kind of business may have been actually commenced or not, so long as the Directors may deem it expedient not to commence or proceed with such branch or kind of business.

#### SHARES.

Funds not to be  
employed in  
purchase of shares

5. Save in so far as any particular transaction may be authorised by the Statutes, no part of the funds of the Company shall be employed in the purchase or in loans on the security of the Company's shares.

Underwriting of  
shares

6. The Company may pay a commission to any person in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally, or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any shares in the capital of the Company, such commission not to exceed 10 per cent. of the price at which the shares are issued or an amount equivalent thereto. Any such commission may be paid in cash or in fully paid shares of the Company, or partly in one way and partly in the other, as may be arranged. The requirements of Sections 52 and 53 of the Act, and Part II (3) of the Sixth Schedule and Part I (3) of the Eighth Schedule to the Act shall be observed, so far as applicable.

Payment of  
interest out of  
capital in certain  
cases

7. Where any shares are issued for the purpose of raising money to defray the expenses of the construction of any works or buildings or the provision of any plant which cannot be made profitable for a lengthened period, the Company may pay interest on so much of such share capital as is for the time being paid up for the period and subject to the conditions and restrictions mentioned in Section 65 of the Act of 1948, and may charge the same to capital as part of the cost of the construction of the works, buildings or plant.

Shares at disposal  
of Directors

8. Subject to the provisions of Article 51, the shares shall be at the disposal of the Directors, and they may allot, grant options over, or otherwise deal with or dispose of them to such persons at such times

and generally on such terms and conditions as they think proper, but so that no shares shall be issued at a discount, except in accordance with Section 57 of the Act.

9. If two or more persons are registered as joint holders of any share, any one of such persons may give effectual receipts for any dividends, bonuses or other moneys payable in respect of such share.

Receipts of joint holders of shares

10. No person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by or recognise any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share, or (except only as by these Articles otherwise expressly provided or as by statute required or under an order of Court) any other right in respect of any share, except an absolute right to the entirety thereof in the registered holder.

No trust recognised

11. Every member shall without payment be entitled to receive within two months after allotment or lodgment of transfer (or within such other period as the conditions of issue shall provide) a certificate under the seal specifying the shares allotted or transferred to him, and the amount paid up thereon, provided that in the case of joint holders the Company shall not be bound to issue more than one certificate to all the joint holders, and delivery of such certificate to any one of them shall be sufficient delivery to all. Where part only of the shares comprised in a certificate are transferred, the member transferring shall be entitled without payment to a certificate for the balance thereof.

Members entitled to share certificates

12. If any such certificate shall be worn out, defaced, destroyed or lost, it may be renewed on such evidence being produced as the Directors shall require, and in case of wearing out or defacement on delivery up of the old certificate, and in case of destruction or loss on execution of such indemnity (if any) and in either case on payment of such sum, not exceeding one pound, as the Directors may from time to time require. In case of destruction or loss the member to whom such renewed certificate is given shall also bear and pay to the Company all expenses incidental to the investigation by the Company of the evidence of such destruction or loss and to such indemnity.

New certificate may be issued

13. No shareholder shall be entitled to receive any dividend or to be present or vote at any meeting or upon a poll, or to exercise any privilege as a member, until he shall have paid all calls for the time being due and payable on every share held by him, whether alone or jointly with any other person, together with interest and expenses (if any).

Member not entitled to dividend or to vote until all calls paid

#### LIEN ON SHARES.

14. The Company shall have a first and paramount lien and charge on all the shares not fully paid up registered in the name of a member (whether solely or jointly with others) for all moneys due to

Company to have lien on shares

the Company from him or his estate, either alone or jointly with any other person, whether a member or not, and whether such moneys are presently payable or not. The Company's lien (if any) on a share shall extend to all dividends payable thereon.

Lien may be enforced by sale of shares

15. For the purpose of enforcing such lien the Directors may sell all or any of the shares subject thereto in such manner as they think fit, but no sale shall be made until such time as the moneys are presently payable, and until a notice in writing stating the amount due and demanding payment, and giving notice of intention to sell in default, shall have been served in such manner as the Directors shall think fit on such member or the person (if any) entitled by transmission to the shares, and default in payment shall have been made by him or them for seven days after such notice.

Application of proceeds of sale

16. The net proceedings of any such sale shall be applied in or towards satisfaction of the amount due, and the residue (if any) shall be paid to the member or the persons (if any) entitled by transmission to the shares; provided always that the Company shall be entitled to a lien upon such residue in respect of any moneys due to the Company but not presently payable like to that which it had upon the shares immediately before the sale thereof.

Directors may enter purchaser's name in share register

17. Upon any such sale as aforesaid, the Directors may authorise some person to transfer the shares sold to the purchaser and may enter the purchaser's name in the register as holder of the shares, and the purchaser shall not be bound to see to the regularity or validity of, or be affected by any irregularity or invalidity in the proceedings or be bound to see to the application of the purchase money, and after his name has been entered in the register the validity of the sale shall not be impeached by any person, and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

#### CALLS ON SHARES.

Directors may make calls

Fourteen days' notice to be given

When call deemed made

18. The Directors may, subject to the regulations of these Articles and to any conditions of allotment, from time to time make such calls upon the shareholders in respect of all moneys unpaid on their shares as they think fit, provided that fourteen days' notice at least is given of each call, and each shareholder shall be liable to pay the amount of every call so made upon him to the persons and at the times and places appointed by the Directors. A call may be made payable by instalments. A call shall be deemed to have been made as soon as the resolution of the Directors authorising such call shall have been passed.

Liability of joint holders

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

Interest on unpaid call

20. If before or on the day appointed for payment thereof a call payable in respect of a share is not paid, the person from whom the amount of the call is due shall pay interest on such amount at the

rate of 10 per cent. per annum from the day appointed for payment thereof to the time of actual payment, but the Directors shall have power to remit such interest or any part thereof.

21. Any sum which by the terms of allotment of a share is made payable upon allotment or at any fixed date and any instalment of a call shall, for all purposes of these Articles, be deemed to be a call duly made and payable on the date fixed for payment, and in case of non-payment the provisions of these Articles as to payment of interest and expenses, forfeiture and the like, and all other the relevant provisions of the Statutes or of these Articles shall apply as if such sum were a call duly made and notified as hereby provided.

Sums payable on allotment deemed a call

22. The Directors may from time to time 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.

Difference in calls

23. The Directors may, if they think fit, receive from any shareholder willing to advance the same all or any part of the moneys due upon his shares beyond the sums actually called up thereon, and upon all or any of the moneys so advanced the Directors may (until the same would, but for such advance, become presently payable) pay or allow such interest (not exceeding, without the consent of a General Meeting, 10 per cent. per annum) as may be agreed upon between them and such shareholder, in addition to the dividend payable upon such part of the share in respect of which such advance has been made as is actually called up. No sum paid up in advance of calls shall entitle the holder of a share in respect thereof to any portion of a dividend subsequently declared in respect of any period prior to the date upon which such sum would, but for such payment, become presently payable.

Calls may be paid in advance

#### TRANSFER OF SHARES.

24. Subject to the restrictions of these Articles, any member may transfer all or any of his shares, but every transfer must be in writing, and must be left at the office of the Company, accompanied by the certificate of the shares to be transferred, and such other evidence (if any) as the Directors may require to prove the title of the intending transferor. Transfers of fully paid shares shall be in a form authorised by the Stock Transfer Act 1963, or in such other form as the Directors may approve; and transfers of partly paid shares shall be in such form as the Directors may approve.

Members may transfer shares

25. The instrument of transfer of a share shall be signed by the transferor and, when the share is not fully paid, by the transferee, and the transferor shall be deemed to remain the holders of the share until the name of the transferee is entered in the register of members in respect thereof.

Execution of transfers

26. The Directors may, in their discretion and without assigning any reason therefor, refuse to register the transfer of any share (not

Directors may refuse to register transfers in certain cases

being a fully paid-up share) to any person whom they shall not approve as transferee. The Directors may also refuse to register any transfer of a share on which the Company has a lien.

Notice of refusal

27. If the Directors refuse to register a transfer of any share they shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal, as required by Section 78 of the Act.

Fees on registration

28. Such fee, not exceeding one pound, as the Directors may from time to time determine, may be charged for registration of a transfer or of any probate, letters of administration, certificate of death or marriage, power of attorney, notice in lieu of *distringas*, or other document relating to or affecting the title to any shares.

Register of members may be closed

29. The registration of transfers may be suspended and the register of members closed during the fourteen days immediately preceding every Annual General Meeting of the Company, and at such other times (if any) and for such period as the Directors may from time to time determine, provided always that the register shall not be closed for more than thirty days in any year.

#### TRANSMISSION OF SHARES.

On death of member survivor or executor only recognised

30. In the case of the death of a member, the survivors or survivor, where the deceased was a joint holder, and the executors or administrators of the deceased where he was a sole or only surviving holder, shall be the only persons recognised by the Company as having any title to his shares, but nothing herein contained shall release the estate of a deceased holder (whether sole or joint) from any liability in respect of any share solely or jointly held by him.

Persons becoming entitled on death or bankruptcy of member may be registered

31. Any person becoming entitled to a share in consequence of the death or bankruptcy of any member may upon producing such evidence of title as the Directors shall require, and subject as herein-after provided, either be registered himself as holder of the share, or elect to have some person nominated by him registered as the transferee thereof.

Person electing to be registered to give notice

32. If the person so becoming entitled shall elect to be registered himself, he shall deliver or send to the Company a notice in writing signed by him and stating that he so elects. For all purposes of these Articles relating to the registration of transfers of shares, such notice shall be deemed to be a transfer, and the Directors shall have the same power of refusing to give effect thereto by registration as if the event upon which the transmission took place had not occurred and the notice were a transfer executed by the person from whom the title by transmission is derived.

Persons electing to have nominee registered to execute transfer

33. If the person so becoming entitled shall elect to have his nominee registered, he shall testify his election by executing to his nominee a transfer of such share. The Directors shall have, in respect of transfers so executed, the same power of refusing registration as if

the event upon which the transmission took place had not occurred, and the transfer were a transfer executed by the person from whom the title by transmission is derived.

34. A person entitled to a share by transmission shall be entitled to receive and give a discharge for any dividends or other moneys payable in respect of the share, but he shall not be entitled to receive notices of or to attend or vote at meetings of the Company, or (save as aforesaid) to any of the rights or privileges of a member, unless and until he shall have become a member in respect of the share.

Rights of persons  
entitled by  
transmission

### FORFEITURE OF SHARES.

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

Directors may  
require payment  
of call with  
interest and  
expenses

36. The notice shall name a further day on or before which such call, or such part thereof as aforesaid, and all such interest and expenses as aforesaid, are to be paid. It shall also name the place where payment is to be made, and shall 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 was made will be liable to be forfeited.

Notice requiring  
payment to  
contain certain  
particulars

37. If the requisitions of any such notice as aforesaid are not complied with, any share in respect of which such notice has been given may at any time thereafter, before payment of all calls, interest and expenses due in respect thereof has been made, be forfeited by a resolution of the Directors to that effect.

On non-  
compliance with  
notice shares  
forfeited on  
resolution of  
Directors

38. A forfeiture of shares under the preceding Articles shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.

Forfeiture to  
include dividends  
declared though  
not actually paid

39. When any share has been forfeited in accordance with these Articles, notice of the forfeiture shall forthwith be given to the holder of the share, or the person entitled to the share by transmission, as the case may be, and an entry of such notice having been given, and of the forfeiture with the date thereof, shall forthwith be made in the register of members opposite to the entry of the share; but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make such entry as aforesaid.

Notice of  
forfeiture to be  
given and entered  
in register of  
members

40. Notwithstanding any such forfeiture as aforesaid, the Directors may at any time before the forfeited share has been otherwise disposed of permit the share so forfeited to be redeemed upon the terms of payment of all calls and interest due upon and expenses incurred in respect of the share, and upon any further or other terms they may think fit.

Directors may  
allow forfeited  
share to be  
redeemed

Shares forfeited  
belong to  
Company

41. Every share which shall be forfeited shall thereupon become the property of the Company, and may be sold, re-allotted or otherwise disposed of, either to the person who was before forfeiture the holder thereof or entitled thereto, or to any other person, upon such terms and in such manner as the Directors shall think fit, and whether with or without all or any part of the amount previously paid on the share being credited as paid. The Directors may, if necessary authorise some person to transfer a forfeited share to any such other person as aforesaid.

Holders of  
forfeited shares  
liable to call  
made before  
forfeiture

42. A shareholder whose shares have been forfeited shall, notwithstanding, be liable to pay to the Company all calls made and not paid on such shares at the time of forfeiture, with interest thereon to the date of payment at such rate, not exceeding 10 per cent. per annum, as the Directors shall think fit, in the same manner in all respects as if the shares had not been forfeited, and to satisfy all (if any) the claims and demands which the Company might have enforced in respect of the shares at the time of forfeiture without any deduction or allowance for the value of the shares at the time of forfeiture.

Consequences  
of forfeiture

43. The forfeiture of a share shall involve the extinction at the time of forfeiture of all interest in and all claims and demands against the Company in respect of the share and all other rights and liabilities incidental to the share as between the shareholder whose share is forfeited and the Company, except only such of those rights and liabilities as are by these Articles expressly saved, or as are by the Statutes given or imposed in the case of past members.

Title to forfeited  
share

44. A statutory declaration in writing that the declarant is a Director of the Company, and that a share has been duly forfeited in pursuance of these Articles, and stating the time when it was forfeited, shall, as against all persons claiming to be entitled to the share, be conclusive evidence of the facts therein stated, and such declaration, together with a certificate of proprietorship of the share under the seal delivered to a purchaser or allottee thereof, shall (subject to the execution of any necessary transfer) constitute a good title to the share, and the new holder thereof shall be discharged from all calls made prior to such purchase or allotment, and shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any omission, irregularity or invalidity in or relating to or connected with the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the share.

#### CONVERSION OF SHARES INTO STOCK.

Shares may be  
converted into  
stock

45. The Company may, from time to time, by resolution of a General Meeting, convert all or any of its paid-up shares into stock and may from time to time, in like manner, re-convert any such stock into paid-up shares of any denomination.

Stock may be  
transferred

46. When any shares have been converted into stock, the several holders of such stock may transfer their respective interests therein, or

any part of such interests, in such manner as the Company in General Meeting shall direct, but in default of any such direction 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 will admit. But the Company in General Meeting, or failing a resolution of a General Meeting, the Directors may, if they think fit, from time to time fix the minimum amount of stock transferable, and restrict or forbid the transfer of fractions of that minimum, provided that the minimum shall not exceed the nominal amount of the shares from which the stock arose, and may prescribe that stock is to be divided and transferable in units of corresponding amount.

47. The several holders of stock shall be entitled to participate in the dividends and profits of the Company according to the amount of their respective interest in such stock, and such interests shall, in proportion to the amount thereof, confer on the holders thereof respectively the same privileges and advantages for the purpose of voting at meetings of the Company and for other purposes as if they held the shares from which the stock arose, but so that none of such privileges or advantages, except the participation in the dividends, profits and assets of the Company, shall be conferred by any such aliquot part of stock as would not, if existing in shares, have conferred such privilege or advantage.

Holders of stock entitled to same dividends and privileges as holders of shares

48. All such provisions of these Articles as are applicable to paid-up shares shall apply to stock, and in all such provisions the words "share" and "shareholder" shall include "stock" and "stockholder".

Share and shareholder includes stock and stockholder

#### CAPITAL.

49. The capital of the Company at the date of the adoption of these Articles is £150,000, divided into 150,000 shares of £1 each.

Capital

#### INCREASE OF CAPITAL.

50. The Company may from time to time in General Meeting, whether all the shares for the time being authorised shall have been issued, or all the shares for the time being issued shall have been fully called up or not, increase its capital by the creation of new shares, such aggregate increase to be of such amount and to be divided into shares of such respective amounts as the General Meeting resolving upon the creation thereof shall direct. Subject and without prejudice to any rights for the time being attached to the shares of any special class, any shares in such increased capital may have attached thereto such special rights or privileges as the General Meeting resolving upon the creation thereof shall direct, or, failing such direction, as the Directors shall by resolution determine, and in particular any such shares may be issued with a preferential, deferred or qualified right to dividends or in the distribution of assets and with a special or without any right of voting. Any Preference Share may be issued on the terms that it is or at the option of the Company is liable to be redeemed on such

Company may increase its capital



terms and in such manner (subject to the provisions of the Statutes) as may be provided by the Articles of Association of the Company for the time being in force.

New shares may  
be offered to  
members

51. The Company in General Meeting may direct that any new shares shall be offered to the existing members in proportion as nearly as the circumstances admit to the number of existing shares held by them or that the same be offered to the holders of shares of any particular class or classes. Such offer shall be made by notice specifying the number of shares offered, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the member to whom such notice is given that he declines to accept the shares offered, the Directors may dispose of the same in such manner as they think most beneficial to the Company; and further if, owing to the proportion which the number of the new shares bears to the number of shares held by members entitled to such offer as aforesaid, or from any other cause, any difficulty shall arise in apportioning the new shares or any of them in manner aforesaid, the Directors may in like manner dispose of the shares in respect of which such difficulty arises.

New shares  
considered as  
Ordinary Shares

52. Subject to any directions that may be given in accordance with the powers contained in the Memorandum of Association or these Articles, any capital raised by the creation of new shares shall be considered as consisting of Ordinary Shares, and shall be subject to the same provisions with reference to the payment of calls, transfer, transmission, forfeiture, lien and otherwise as if it had been part of the existing capital.

#### ALTERATIONS OF CAPITAL.

Company may  
alter its capital  
in certain ways

53. The Company may from time to time in General Meeting:—
- (A) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares, or
  - (B) 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, or
  - (C) by sub-division of its existing shares, or any of them, divide its capital, or any part thereof, into shares of smaller amount than is fixed by its Memorandum of Association, and so that as between the holders of the resulting shares one or more of such shares may by the resolution by which the sub-division is effected be given any preference or advantage as regards dividend, capital, voting or otherwise over the others or any other of such shares.

Company may  
reduce its capital

54. The Company may from time to time by Special Resolution reduce its share capital and any capital redemption reserve fund or share premium account in any manner authorised and with and subject to any incident prescribed or allowed by the Statutes.

55. Anything done in pursuance of either of the last two preceding Articles shall be done in manner provided and subject to any conditions imposed by the Statutes, so far as they shall be applicable, and, so far as they shall not be applicable, in accordance with the terms of the resolution authorising the same, and, so far as such resolution shall not be applicable, in such manner as the Directors deem most expedient, with power for the Directors, on any consolidation of shares, to deal with fractions of shares in any manner they may think fit.

Any alteration of capital to be made according to Statutes

#### MODIFICATION OF RIGHTS.

56. Subject to the provisions of Section 72 of the Act of 1948, all or any of the rights or privileges for the time being attached to any class of shares forming part of the capital for the time being of the Company (and notwithstanding that the Company may be or be about to be in liquidation) may be modified or abrogated in any manner with the sanction of an Extraordinary Resolution passed at a separate meeting of the members of that class. To any such separate meeting all the provisions of these Articles as to General Meetings (including the obligation to notify members as to their right to appoint proxies) shall *mutatis mutandis* apply, provided always that the necessary quorum shall be members of the class holding or representing by proxy one-third of the capital paid up on the issued shares of the class, and that the members of such class shall on a poll have one vote for each share of the class held by them respectively, provided also that if at any adjourned meeting of the members of such class a quorum as above defined is not present, those members who are present shall form a quorum.

Rights of shareholders may be altered

#### GENERAL MEETINGS.

57. A General Meeting shall be held as the Annual General Meeting in every calendar year, at such time and place as may be determined by the Company in General Meeting, or failing such determination by the Directors, but so that not more than fifteen months shall elapse between the holding of any two successive Annual General Meetings.

Annual General Meetings

58. All General Meetings other than the Annual General Meeting shall be called Extraordinary General Meetings.

Extraordinary General Meetings

59. The Directors may call an Extraordinary General Meeting whenever they think fit, and Extraordinary General Meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided by the Statutes.

Calling of Extraordinary General Meetings

60. Twenty-one days' notice in writing at the least of every meeting convened for the purpose of passing a Special Resolution and of every Annual General Meeting and fourteen days' notice in writing at the least of every other General Meeting (the length of notice being exclusive in every case both of the day on which the

Notice of meeting

notice is served or deemed to be served and of the day for which the notice is given), specifying the place, the day and the hour of meeting, and in the case of special business the general nature of such business, shall be given in manner hereinafter mentioned to such persons, including the Auditors, as are under the provisions hereinafter contained or under the Act entitled to receive notices from the Company, provided always that with such consents as are prescribed by Sections 133 (3) and 141 (2) of the Act of 1948 a meeting may be convened upon a shorter notice and in such manner as the consenting members may approve; but the accidental omission to give such notice to or the non-receipt of such notice by any person entitled to receive the same shall not invalidate any resolution passed or proceeding had at any such meeting. Every notice of an Annual General Meeting shall describe the meeting as an Annual General Meeting and every notice of a General Meeting or a class meeting shall comply with any requirements of the Statutes as regards the notification to members of their rights as to the appointment of proxies.

### PROCEEDINGS AT GENERAL MEETINGS.

Special business

61. All business shall be deemed special that is transacted at an Extraordinary General Meeting. All business that is transacted at an Annual General Meeting shall also be deemed special, with the exception of sanctioning a dividend, the consideration of the balance sheet and profit and loss account, the group accounts (if any), and the reports of the Directors and Auditors and other documents required to accompany or be annexed to the balance sheet, the election of Directors in place of those retiring and the appointment and fixing of the remuneration of the Auditors.

No business to be transacted unless quorum present

Quorum

62. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. Three members personally present shall be a quorum for the choice of a Chairman, the declaration of a dividend and the adjournment of the meeting. For all other purposes the quorum shall be five members personally present.

If quorum not present meeting adjourned or dissolved

63. If within half an hour from the time appointed for the holding of a General Meeting a quorum is not present, the meeting, if convened on 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 is not present within fifteen minutes from the time appointed for holding the meeting, the members present shall be a quorum.

Notice of adjournment to be given

64. The Chairman, with the consent of any meeting at which a quorum is present, may adjourn the meeting from time to time and from place to place, as the meeting shall determine. Whenever a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the members shall not be entitled to any notice of an adjournment or of the business to be transacted at an adjourned

meeting. No business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place.

65. The Chairman (if any) of the Board of Directors shall preside at every General Meeting, but if there be no such Chairman or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding the same, or shall be present but unwilling to act as Chairman, the members present shall choose some Director, or if no Director be present, or if all the Directors present decline to take the chair, one of themselves to be Chairman of the meeting.

Chairman of Board to preside at all meetings

66. At any General Meeting of the Company a resolution put to the vote of the meeting shall be decided on a show of hands unless before or upon the declaration of the result of the show of hands a poll be demanded by the Chairman of the meeting or by at least three members for the time being entitled to vote at the meeting, or by a member or members representing one-tenth or more of the total voting rights of all the members having the right to vote at the meeting, or by a member or members holding shares 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, and unless a poll be so demanded a declaration by the Chairman of the meeting that a resolution has been carried, or carried unanimously or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the 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.

How resolution decided

67. The instrument appointing a proxy to vote at a meeting shall be deemed to confer authority to demand or join in demanding a poll, and for the purposes of the last preceding Article a demand by a person as proxy for a member shall be the same as a demand by the member.

Proxy may demand a poll

68. Subject as provided in Article 69, if a poll be demanded in manner aforesaid, it shall be taken at such time (within fourteen days) and place and in such manner as the Chairman shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

Poll to be taken as Chairman shall direct

69. No poll shall be demanded on the election of a Chairman of a meeting or on any question of adjournment.

No poll in certain cases

70. In the case of an equality of votes, either on a show of hands or at a poll, the Chairman of the meeting shall be entitled to a further or casting vote in addition to the votes to which he may be entitled as a member.

Chairman to have casting vote

71. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

Business to be continued if poll demanded

## VOTES OF MEMBERS.

Member to have  
one vote or one  
vote for every  
£1 of share  
capital

72. Subject to any special rights, restrictions or prohibitions as regards voting for the time being attached to any special class of shares in the capital of the Company, on a show of hands every member personally present shall have one vote only, and in case of a poll every member shall (subject as hereinafter provided) have one vote for every £1 of share capital held by him.

Votes of member  
of unsound mind

73. If a member be of unsound mind, or *non compos mentis*, he may vote, whether on a show of hands or at a poll, by his receiver, committee, *curator bonis*, or other legal curator, and such last-mentioned persons may give their votes by proxy on a poll.

Votes of joint  
holders of shares

74. If two or more persons are jointly entitled to a share, then, in voting upon any question, the vote of a senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other holders of the share, and for this purpose seniority shall be determined by the order in which the names stand in the register of members.

Registered  
members only  
entitled to vote

75. Save as herein expressly provided, no member other than a member duly registered who shall have paid everything for the time being due from him and payable to the Company in respect of his shares, shall be entitled on any question either personally or by proxy at any General Meeting.

How votes may be  
given and who  
can act as proxy

76. Votes may be given either personally or by proxy. On a show of hands a member present only by proxy shall have no vote, but a proxy for a corporation may vote on a show of hands. A proxy need not be a member.

Votes may be cast  
in different ways

77. On a poll taken at a meeting of the Company or at a meeting of any class of members a member entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way.

Representation of  
companies which  
are members of  
this Company at  
meetings

78. Any corporation which is a member of this Company may, by resolution of its directors or other governing body, authorise any person to act as its representative at any meeting of this Company or of any class of members thereof; and such representative shall be entitled to exercise the same powers on behalf of the corporation which he represents as if he had been an individual shareholder, including power, when personally present, to vote on a show of hands.

Instrument  
appointing proxy  
to be in writing

79. The instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney duly authorised in writing, or if such appointor is a corporation under its common seal or under the hand of some officer or attorney duly authorised in that behalf.

Instrument  
appointing a  
proxy to be left  
at Company's  
office

80. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed, or a notarially certified or office copy of such power or authority, shall be deposited at the office at least forty-eight hours before the time appointed for

holding the meeting or adjourned meeting at which the person named in such instrument proposes to vote, or in the case of a poll not less than twenty-four hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.

81. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or authority under which it was executed, provided that no intimation in writing of the death, insanity or revocation shall have been received at the office one hour at least before the time fixed for holding the meeting.

When vote by proxy valid though authority revoked

82. Any instrument appointing a proxy shall be in the following form, with such variations as circumstances may require or the Statutes permit or in such other form as the Stock Exchange Authorities may approve.

Form of proxy

" SEVERN VALLEY RAILWAY (HOLDINGS) LIMITED."

" I,  
 " of  
 " a member of the above-named Company, hereby  
 " appoint  
 " of  
 " and failing him,  
 " of  
 " to vote for me and on my behalf at the [Annual,  
 " Extraordinary, or Adjourned, as the case may be]  
 " General Meeting of the Company, to be held on the  
 " day of and at every  
 " adjournment thereof for/against\* the resolution[s] to  
 " be proposed thereat.

" As witness my hand this day of 19 .

" \* Strike out whichever is not desired. Unless otherwise  
 " instructed the proxy will vote or abstain from voting as  
 " he thinks fit."

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

#### DIRECTORS

83. Until otherwise determined by a General Meeting the number of Directors shall not be less than nine nor more than twelve of which two Directors will from time to time be appointed and removed by the Board of Severn Valley Railway Company Limited and a further Director will from time to time be appointed and removed by the Committee of Severn Valley Railway Association. Any such appointment or removal shall be in writing under the hand of the Secretary of the said Company or as the case may be the said Association and shall take effect as and when delivered to or deposited at the registered office of the Company.

Appointment and number of Directors

As at the date of the adoption of this Article Mr. D. E. Guest and Mr. C. R. P. Ridgway are for the purposes of this Article deemed to have been appointed to the Board of the Company by the said Severn Valley Railway Company Limited.

No age limit of Directors

84. Unless and until otherwise determined by the Company in General Meeting, either generally or in any particular case, no Director shall vacate or be required to vacate his office as a Director on or by reason of his attaining or having attained the age of seventy or any other age, and any Director retiring or liable to retire under the provisions of these Articles and any person proposed to be appointed a Director shall be capable of being re-appointed or appointed (as the case may be) as a Director notwithstanding that at the time of such re-appointment or appointment he has attained the age of seventy, and no special notice need be given of any resolution for the re-appointment or appointment or approving the appointment as a Director of a person who shall have attained the age of seventy, and it shall not be necessary to give to the members notice of the age of any Director or person proposed to be re-appointed or appointed as such.

85. The Directors may from time to time appoint any other person to be a Director either to fill a casual vacancy or by way of addition to the Board, but so that the maximum number fixed as above shall not be thereby exceeded. Any Director appointed under this Article shall hold office only until the Annual General Meeting following next after his appointment, when he shall retire, but shall be eligible for election as a Director at that meeting.

Directors may act notwithstanding vacancies, but if less than minimum number fixed by Articles may only fill vacancies or call meeting

86. The continuing Directors at any time may act, notwithstanding any vacancy in their body; provided always that in case the Directors shall at any time be or be reduced in number to less than the minimum number fixed by or in accordance with these Articles, it shall be lawful for them to act as Directors for the purpose of filling up vacancies in their body or calling a General Meeting of the Company, but not for any other purpose.

Directors' qualification

87. The qualification of a Director shall be the holding in his own right alone, and not jointly with any other person, of shares or stock of the Company of the nominal value of £250, and Section 182 of the Act shall be duly complied with by every Director. Until otherwise determined by a General Meeting any Director appointed by Severn Valley Railway Company Limited or Severn Valley Railway Association shall be required to hold a share qualification in his own right of a nominal value of £50.

Directors' remuneration

88. The remuneration of the Directors shall from time to time be determined by the Company in General Meeting, and any such remuneration shall (unless otherwise directed by the resolution by which it is voted) be divided amongst the Directors as they shall agree, or, failing agreement, equally. The Directors shall also be entitled to be repaid all travelling, hotel and other expenses properly incurred

by them in and about the business of the Company, including their expenses of travelling to and from Board or Committee Meetings.

89. The Directors may grant special remuneration to any member of the Board who, being called upon, shall be willing to render any special or extra services to the Company, or to go or reside abroad in connection with the conduct of any of the affairs of the Company. Such special remuneration may be made payable to such Director in addition to or in substitution for his ordinary remuneration as a Director, and may be made payable by a lump sum or by way of salary, or by a percentage of profits, or by any or all of those modes.

Special  
remuneration

90. Subject to the provisions of Section 191 and 192 of the Act of 1948, and without prejudice to any other powers conferred upon them by the Articles of the Company, 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 to his widow or dependents and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

#### MANAGING DIRECTORS.

91. The Directors may from time to time appoint one or more of their body to be Managing Director or Managing Directors, for such period, at such remuneration and upon such terms as to the duties to be performed, the powers to be exercised and all other matters as they think fit, but so that no Managing Director shall be invested with any powers or entrusted with any duties which the Directors themselves could not have exercised or performed. The remuneration of a Managing Director may be by way of salary or commission or participation in profits, or by any or all of those modes, and it may be made a term of his appointment that he be paid a pension or gratuity on retirement from his office.

Directors may  
appoint Managing  
Director

92. A Managing Director shall not, while he continues to hold that office, be subject to retirement by rotation, and he shall not be taken into account in determining the rotation of retirement of Directors, but he shall (subject to the provisions of any contract between him and the Company) be subject to the same provisions as to removal as the other Directors of the Company, and if he cease to hold the office of Director he shall, *ipso facto* and immediately, cease to be a Managing Director.

What provisions  
Managing Director  
will be subject to

#### SECRETARY.

93. Secretary shall be appointed by the Directors for such time at such remuneration and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them. The provisions of Sections 177 and 179 of the Act of 1948 shall apply and be observed. The Directors may from time to time if there is no Secretary or no Secretary capable of acting by resolution appoint an assistant or deputy Secretary, who shall be deemed to be the Secretary during the term of his appointment.

Secretary

Power for  
Directors to  
appoint an  
assistant or deputy



## THE SEAL.

Seal to be affixed  
by authority of  
resolution of  
Board and in the  
presence of one  
Director and  
Secretary

94. The seal shall not be affixed to any instrument except by the authority of a resolution of the Board, and in the presence of at least one Director and of the Secretary, and the said Director and the Secretary shall sign every instrument to which the seal shall be so affixed in their presence and, in favour of any purchaser or person bona fide dealing with the Company, such signatures shall be conclusive evidence of the fact that the seal has been properly affixed. Every certificate for shares, stock, debenture stock or representing any other form of security (other than letters of allotment or scrip certificate) shall be issued under the seal.

## POWERS OF DIRECTORS.

Business of  
Company to be  
managed by  
Directors

95. The business of the Company shall be managed by the Directors, who may exercise all such powers of the Company (including the powers expressly mentioned in Clause 3 of the Memorandum of Association of the Company), and do on behalf of the Company all such acts as may be exercised and done by the Company and as are not by the Statutes or by these Articles required to be exercised or done by the Company in General Meeting, subject, nevertheless, to any regulations of these Articles, to the provisions of the Statutes, and to such regulations being not inconsistent with the aforesaid regulations or 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.

Company may  
exercise powers  
under Sections 35  
and 119 of the Act

96. The Directors may make such arrangements as may be thought fit for the management of the Company's affairs abroad, and may for this purpose (without prejudice to the generality of their powers) appoint Local Boards, Attorneys and Agents, and fix their remuneration, and delegate to them such powers as may be deemed requisite or expedient. The Company may exercise all the powers of Section 35 of the Act of 1948, and the official seal shall be affixed by the authority and in the presence of, and the instruments sealed therewith shall be signed by, such persons as the Directors shall from time to time by writing under the seal appoint. The Company may also exercise the powers of Section 119 of the Act of 1948 with reference to the keeping of Dominion Registers. The obligations and conditions imposed by those sections and any sections ancillary thereto shall be duly observed.

Limit to Directors'  
borrowing powers

97. (A) Subject as hereinafter provided the Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, and to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.

(b) The Directors shall restrict the borrowings of the Company and exercise all voting and other rights or powers of control exercisable by the Company in relation to its subsidiary companies (if any) so as to secure (so far as by such restriction and exercise they can do so) that the aggregate amount for the time being remaining undischarged of all moneys borrowed by the Company and/or any of its subsidiary companies (exclusive of moneys borrowed by the Company from and for the time being owing to any such subsidiary or by any such subsidiary from and for the time being owing to the Company or another such subsidiary) shall not at any time without the previous sanction of an Ordinary Resolution of the Company exceed twice the amount paid up on the share capital of the Company for the time being issued. For the purposes of the said limit the issue of debentures shall be deemed to constitute borrowing notwithstanding that the same may be issued in whole or in part for a consideration other than cash.

(c) No person dealing with the Company or any of its subsidiaries shall by reason of the foregoing provisions be concerned to see or enquire whether the said limit is observed and no debt incurred or security given in excess of such limit shall be invalid or ineffectual unless the lender or the recipient of the security had at the time when the debt was incurred or security given express notice that the limit hereby imposed had been or was thereby exceeded.

98. All moneys, bills and notes belonging to the Company shall be paid to or deposited with the Company's bankers to an account to be opened in the name of the Company. Cheques on the Company's bankers, unless and until the Directors shall otherwise from time to time resolve, shall be signed by at least two Directors and countersigned by the Secretary.

All moneys to be paid into banking account

Cheques to be signed by two Directors and Secretary

#### DISQUALIFICATION OF DIRECTORS.

99. The office of a Director shall be vacated—

Office of Director vacated in certain cases

- (A) If a receiving order is made against him, or he makes any arrangement or composition with his creditors.
- (B) If he becomes of unsound mind.
- (C) If he ceases to hold the number of shares required to qualify him for office or does not acquire the same within two months after election or appointment.
- (D) If he absents himself from the meetings of the Directors during a continuous period of six months without special leave of absence from the Directors, and they pass a resolution that he has by reason of such absence vacated office.

- (E) If he is prohibited from being a Director by an order made under Section 183 of the Act.
- (F) If by notice in writing to the Company he resigns his office.
- (G) If he is removed from office by a resolution duly passed pursuant to Section 184 of the Act.

Directors may  
hold other offices

100. A Director may hold any other office or place of profit under the Company (except that of Auditor) in conjunction with his office of Director and on such terms as to remuneration and otherwise as the Directors shall approve.

Director may  
contract with  
Company

101. A Director may contract with and be interested in any contract or proposed contract with the Company either as vendor, purchaser or otherwise, and shall not be liable to account for any profit made by him by reason of any such contract or proposed contract, provided that the nature of the interest of the Director in such contract or proposed contract be declared at a meeting of the Directors as required by and subject to the provisions of Section 199 of the Act of 1948. No Director shall vote as a Director in respect of any contract or arrangement in which he shall be interested, and if he do so vote his vote shall not be counted; but this provision shall not apply to any arrangement for giving a Director security for advances or by way of indemnity or to any allotment to or any contract or arrangement for the underwriting or subscription by a Director of shares or debentures of the Company or to any arrangement made in exercise of the powers conferred by Article 90, or to any contract or arrangement in which the Director is interested as a member or officer of Severn Valley Railway Company Limited or Severn Valley Railway Association.

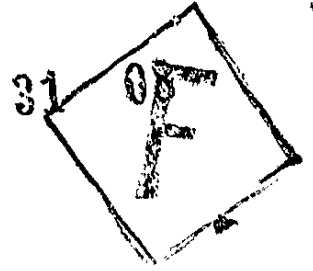
Directors holding  
office with  
companies in  
which Company  
is interested, etc.

102. Any Director may continue to be or become a director, managing director, manager or other officer or member of any other company in which this Company may be interested, and (unless otherwise agreed) no such Director shall be accountable for any remuneration or other benefits received by him as a director, managing director, manager or other officer or member of any such company. Notwithstanding anything contained in the last preceding Article, the Directors may exercise the voting powers conferred by the shares in any other company held or owned by the Company, or exercisable by them as directors of such other company, in such manner in all respects as they think fit (including the exercise thereof in favour of any resolution appointing themselves or any of them directors, managing directors, managers or other officers of such company), and any Director of the Company may vote in favour of the exercise of such voting rights in manner aforesaid, notwithstanding that he may be, or be about to be, appointed a director, managing director, manager or other officer of such other company, and as such is or may become interested in the exercise of such voting rights in manner aforesaid.

21/6  
Company No. 1046274.

31

The Companies Acts 1948 to 1967.



COMPANY LIMITED BY SHARES.

**Ordinary and Special Resolutions**  
OF  
**Severn Valley Railway (Holdings) Limited**

*(Passed on the 29th day of March 1974).*

AT an EXTRAORDINARY GENERAL MEETING of the above-named Company duly convened and held at Birmingham, on the 29th day of March 1974, the following RESOLUTION Numbered 1 was duly passed as an ORDINARY RESOLUTION and the following RESOLUTION Numbered 2 was duly passed as a SPECIAL RESOLUTION:--

ORDINARY RESOLUTION.

1. That the authorised share capital of the Company be increased from £150,000 to £550,000 by the creation of 400,000 Ordinary Shares of £1 each to rank *pari passu* in all respects with the existing Ordinary Shares of £1 each in the capital of the Company.

SPECIAL RESOLUTION.

2. That Article 107 of the Articles of Association of the Company be altered by the deletion of the words "twenty-eight" and the substitution therefor of the words "forty-two".

GARNOCK,

Chairman.

*The Companies Acts 1948 to 1967.*

COMPANY LIMITED BY SHARES.

## **Memorandum of Association**

*(As amended by Special Resolution passed on the 29th day of June 1973  
and Ordinary Resolution passed on the 29th day of March 1974)*

OF

## **Severn Valley Railway (Holdings) Limited**

1. The name of the Company is "SEVERN VALLEY RAILWAY (HOLDINGS) LIMITED."
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are—
  - (A) To enter into and carry into effect, with such (if any) modifications or alterations as may be agreed upon, an Agreement already prepared and expressed to be made between Severn Valley Railway Company Limited of the one part and this Company of the other part, a draft of which has been subscribed with a view to identification by Richard Hugh Dunn, of Messrs. Wynn Gibson Dunn and Company, and to carry on, develop and to account the business of the Severn Valley Railway Company Limited at Bridgnorth, Eardington and Hampton Loade in the County of Salop and between Bridgnorth aforesaid and Bewdley and Kidderminster in the County of Worcester and the assets comprised in the said Agreement.
  - (B) To take over the assets and liabilities of the Severn Valley Railway.
  - (C) To complete the purchase, restoration and re-opening to the public of the whole of Severn Valley Branch Railway between Bridgnorth, Bewdley and Kidderminster aforesaid.
  - (D) To carry on the business of the Severn Valley Railway as a public railway.

# ROTATION OF DIRECTORS.

103. At the Annual General Meeting in every year, one-third of the Directors for the time being or if their number is not a multiple of three then the number nearest to but not exceeding one-third shall retire from office.

One-third of Directors to retire at Annual General Meeting

104. The Directors to retire at the Annual General Meeting in every year shall be the Directors who have been longest in office since their last election. As between Directors of equal seniority, the Directors to retire shall in the absence of agreement be selected from among them by lot. A retiring Director shall be eligible for re-election and shall act as a Director throughout the meeting at which he retires.

Senior Directors to retire

Retiring Director re-eligible

105. The Company may at the meeting at which any Director retires in manner aforesaid, fill up the vacated office by electing a person thereto. In default the retiring Director shall be deemed to have been re-elected unless at such meeting it is resolved not to fill up the vacated office or a resolution for the re-election of the retiring Director has been rejected.

Office may be filled at meeting at which Directors retire

106. No person not being a Director retiring at the meeting shall, unless recommended by the Directors for election, be eligible for the office of Director at any General Meeting unless, within the prescribed time before the day appointed for the meeting, there shall have been given to the Secretary notice in writing by some member duly qualified to be present and vote at the meeting for which such notice is given, of his intention to propose such person for election, and also notice in writing, signed by the person to be proposed, of his willingness to be elected.

Members eligible for office of Director if prescribed notice and consent lodged at office

107. The prescribed time above mentioned shall be such that, between the date when the notice is served, or deemed to be served, and the day appointed for the meeting, there shall be not less than four nor more than twenty-eight clear intervening days.

Prescribed notice

108. The Company may from time to time in General Meeting increase or reduce the number of Directors, and may make the appointments necessary for effecting any such increase, and may determine in what rotation such increased or reduced number shall go out of office.

Number of Directors may be increased or reduced

109. In addition and without prejudice to the provisions of Section 184 of the Act, the Company may by Ordinary Resolution remove any Director before the expiration of his period of office, and may, if thought fit, by Ordinary Resolution appoint another person in his stead; any person so appointed shall retain his office so long only as the Director in whose place he is appointed would have held the same if he had not been removed, but shall be eligible for re-election.

Directors may be removed by Extraordinary Resolution

## PROCEEDINGS OF DIRECTORS.

Meeting of  
Directors

Quorum

Casting vote of  
Chairman

110. The Directors or any committee of Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business. Until otherwise determined three shall be 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.

Director may call  
meeting of Directors

111. A Director may, and on the request of a Director the Secretary shall, at any time summon a meeting of the Directors by notice served upon the several members of the Board; but a Director who is absent from the United Kingdom shall not be entitled to notice of any meeting of Directors.

Directors may  
elect Chairman

112. The Directors or any committee of the Directors may from time to time elect a Chairman, who shall preside at their meetings, 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, a substitute for that meeting shall be appointed by such meeting from among the Directors present.

Directors may  
delegate powers  
to committees

113. The Directors may delegate any of their powers, other than the powers to borrow and make calls, to committees consisting of such member or members of their body as they think fit. Any committee so formed shall in the exercise of the power so delegated conform to any regulations that may from time to time be imposed upon them by the Board.

All acts done by  
Directors to be  
valid

114. All acts bona fide done by any meeting of Directors, or by a committee of Directors or by any person acting as a Director, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Director.

Minutes to be  
made and when  
signed by  
Chairman to be  
conclusive  
evidence

115. The Directors shall cause proper minutes to be made in books to be provided for the purpose of all appointments of officers made by the Directors, of the proceedings of all meetings of Directors and committees of Directors, and of the attendances thereat, and of the proceedings of all meetings of the Company and all business transacted, resolutions passed and orders made at such meetings, and any such minutes of any such meeting, if purporting to be signed by the Chairman of such meeting, or by the Chairman of the next succeeding meeting of the Company or Directors or committee, as the case may be, shall be sufficient evidence without any further proof of the facts therein stated.

## DIVIDENDS AND RESERVE FUND.

116. Subject to any rights or privileges for the time being attached to any shares in the capital of the Company having preferential, deferred or other special rights in regard to dividends, the profits of the Company which it shall from time to time be determined to distribute by way of dividend shall be applied in payment of dividends upon the shares of the Company in proportion to the amounts paid up thereon respectively otherwise than in advance of calls.

Application of profits

117. The Company in General Meeting may from time to time declare dividends, but no such dividend shall (except as by the Statutes expressly authorised) be payable otherwise than out of the profits of the Company. No higher dividend shall be paid than is recommended by the Directors, and a declaration by the Directors as to the amount of the profits at any time available for dividends shall be conclusive. The Directors may, if they think fit, and if in their opinion the position of the Company justifies such payment, from time to time to pay an interim dividend, or pay any preferential dividends on shares issued upon the terms that the preferential dividends thereon shall be payable on fixed dates.

Declaration of dividends

118. With the sanction of a General Meeting, dividends may be paid wholly or in part in specie, and may be satisfied in whole or in part by the distribution amongst the members in accordance with their rights of fully paid shares, stock or debentures of any other company, or of an other property suitable for distribution as aforesaid. The Directors shall have full liberty to make all such valuations, adjustments and arrangements, and to issue all such certificates or documents of title as may in their opinion be necessary or expedient with a view to facilitating the equitable distribution amongst the members of any dividends or portions of dividends to be satisfied as aforesaid or to giving them the benefit of their proper shares and interests in the property, and no valuation, adjustment or arrangement so made shall be questioned by any member.

Payment of dividends in specie

119. The Directors may, before recommending any dividend, set aside out of the profits of the Company such sums as they think proper to a reserve fund or reserve account, which shall at the discretion of the Directors be applicable for meeting contingencies, or for repairing or maintaining any works connected with the business of the Company, or for any other purposes for which the profits of the Company may lawfully be applied, or shall, with the sanction of the Company in General Meeting, be as to the whole or in part applicable for equalising dividends, or for distribution by way of special dividend or bonus, and the Directors may divide the reserve fund into separate funds for special purposes, and may either employ the sums from time to time carried to the credit of such fund or funds in the business of the Company or invest the same in such investments (other than the shares of the Company) as they may select. The Directors may also from time to time carry forward such sums as they may deem expedient in the interests of the Company.

Directors may form a reserve fund and invest it



Unpaid calls and  
debts may be  
deducted from  
dividends

120. The Directors may deduct from any dividend or other moneys payable in respect of any shares held by a member, either alone or jointly with any other member, all such sums of money (if any) as may be due and payable by him either alone or jointly with any other person to the Company on account of calls or otherwise.

Dividend warrants

Dividend warrants  
to be sent to  
members by post

121. Any dividend, instalment of dividend or interest in respect of any share may be paid by cheque or warrant payable to the order of the member entitled thereto, or (in the case of joint holders) of that member whose name stands first on the register in respect of the joint holding. Every such cheque or warrant shall (unless otherwise directed) be sent by post to the last registered address of the member entitled thereto, and the receipt of the person whose name appears on the register of members as the holder of any share, or, in the case of joint holders, of any one of such holders, or of his or their agent duly appointed in writing, shall be a good discharge to the Company for all dividends or other payments made in respect of such share. Every such cheque or warrant shall be sent at the risk of the person entitled to the money represented thereby.

Unpaid dividends  
not to bear interest

122. No unpaid dividend or interest shall bear interest as against the Company.

#### CAPITALISATION OF RESERVES, ETC.

Capitalisation

123. Subject to any necessary sanction or authority being obtained the Company in General Meeting may at any time and from time to time pass a resolution that any sum not required for the payment or provision of any fixed preferential dividends, and (A) for the time being standing to the credit of any reserve fund or reserve account of the Company, including premiums received on the issue of any shares, debentures or debenture stock of the Company, or (B) being undivided net profits in the hands of the Company, be capitalised, and that such sum be appropriated as capital to and amongst the ordinary shareholders in the shares and proportions in which they would have been entitled thereto if the same had been distributed by way of dividend on the Ordinary Shares, and in such manner as the resolution may direct, and such resolution shall be effective; and the Directors shall in accordance with such resolution apply such sum in paying up in full any unissued shares in the capital of the Company, or (save as regards any amount standing to the credit of a share premium account or capital redemption reserve fund) any debentures or debenture stock of the Company, on behalf of the ordinary shareholders aforesaid, and appropriate such shares, debentures or debenture stock to, and distribute the same credited as fully paid up amongst, such shareholders in the proportions aforesaid, in satisfaction of their shares and interests in the said capitalised sum, or (save as regards any such amount as aforesaid) shall apply the sum so resolved to be capitalised or any part thereof on behalf of the shareholders aforesaid in paying up the whole or part of any uncalled balance which shall for the time being be unpaid in respect of any issued Ordinary Shares held by such shareholders. Where any difficulty arises in respect of any such distribution the

Directors may settle the same as they think expedient, and in particular they may issue fractional certificates, fix the value for distribution of any fully paid-up shares, debentures or debenture stock, make cash payments to adjust rights, and vest any such shares, debentures or debenture stock in trustees upon such trusts for or for the benefit of the persons entitled to share in the appropriation and distribution as may seem just and expedient to the Directors. When deemed requisite a proper contract for the allotment and acceptance of any shares to be distributed as aforesaid shall be delivered to the Registrar of Companies for registration in accordance with Section 52 of the Act of 1948, and the Directors may appoint any person to sign such contract on behalf of the persons entitled to share in the appropriation and distribution, and such appointment shall be effective.

### ACCOUNTS.

124. The Directors shall cause proper books of account to be kept—

Accounts to be kept

- (A) of the assets and liabilities of the Company,
- (B) of the sums of money received and expended by the Company, and the matters in respect of which such receipts and expenditure take place, and
- (C) of all sales and purchases of goods by the Company,

and such books shall be so kept as to give a true and fair view of the state of the Company's affairs and to explain its transactions. The books of account shall be kept at the office, or, subject to Section 147 (3) of the Act, at such other place or places as the Directors shall think fit, and shall always be open to the inspection of the Directors.

Where books may be kept

125. The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company, or any of them, shall be open to the inspection of members, and no member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by the Statutes or authorised by the Directors or by a resolution of the Company in General Meeting.

Accounts and books may be inspected by members

126. Once at least in every year the Directors shall lay before the Company in General Meeting a profit and loss account for the period since the preceding account made up to a date not more than six months before such meeting and in conformity with the requirements of the Statutes

Yearly statement of income and expenditure to be made up and laid before Company

127. A balance sheet shall be made out in every year and laid before the Company in General Meeting. Such balance sheet shall contain all such particulars as are required by the Statutes, and shall be made up as at the date to which the profit and loss account is made up, and shall be accompanied by or have annexed or attached thereto a report of the Directors as to the state of the Company's affairs

Balance sheet, etc., to be made out yearly

- (e) To carry on any other trade or business whatsoever which can, in the opinion of the Board of Directors, be advantageously carried on by the Company in connection with or as ancillary to any of the above businesses or the general business of the Company.
- (f) To manufacture or procure the manufacture of building and engineering appliances or other articles or component parts for railway rolling stock or other general utility whether for the purposes of building or engineering or for other trades, or for general, railway or domestic use, and to stock, hire out, sell and generally to trade and deal in the same.
- (g) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof.
- (h) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above.
- (i) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business, and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society.
- (j) To mortgage and charge the undertaking and all or any of the real and personal property and assets present or future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.
- (k) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its

customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly.

- (L) To receive money on deposit or loan upon such terms as the Company may approve, and to guarantee the obligations and contracts of customers and others.
- (M) To make advances to customers and others with or without security, and upon such terms as the Company may approve, and generally to act as bankers for customers and others.
- (N) To grant pensions, allowances, gratuities and bonuses to officers, ex-officers, employees or ex-employees of the Company or its predecessors in business or the dependents or connections of such persons, to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory) with a view to providing pensions or other benefits for any such persons as aforesaid, their dependents or connections, and to support or subscribe to any charitable funds or institutions, the support of which may, in the opinion of the Directors, be calculated directly or indirectly to benefit the Company or its employees, and to institute and maintain any club or other establishment or profit-sharing scheme calculated to advance the interests of the Company or its officers or employees.
- (O) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.
- (P) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined.
- (Q) To pay for any property or rights acquired by the Company, either in cash or fully or partly paid-up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.
- (R) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or special rights or restrictions in respect of dividend, repayment of

capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.

- (s) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.
- (t) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company, and to acquire and hold or dispose of shares, stock or securities of and guarantee the payment of the dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.
- (u) To purchase or otherwise acquire and undertake all or any of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on.
- (v) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.
- (w) To amalgamate with any other company whose objects are or include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any

such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.

- (x) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, and in particular any bonus or free of charge or complimentary tickets to travel on the railway in lieu of dividends, or any shares, debentures or securities of other companies belonging to this Company or of which this Company may have the power of disposing, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- (y) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise, and to do all such other things as are incidental or conducive to the above objects or any of them.

4. The liability of the members is limited.

5. The share capital of the Company is £150,000, divided into 150,000 shares of £1 each. The shares in the original or any increased capital may be divided into several classes, and there may be attached thereto respectively any preferential, deferred or other special rights, privileges, conditions or restrictions as to dividend, capital, voting or otherwise.\*

\* NOTE.

*As amended by Ordinary Resolution passed on the 29th day of March 1974 that the authorised share capital of the Company be increased from £150,000 to £550,000 by the creation of 400,000 Ordinary Shares of £1 each to rank pari passu in all respects with the existing Ordinary Shares of £1 each in the capital of the Company.*

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

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.	Number of Shares taken by each Subscriber.
GERALD D. N. NABARRO, KNIGHT, The Orchard House, Broadway, Worcestershire, Member of Parliament & Director of Companies.	One.
R. H. DUNN, n F A Tibberton, Worcestershire, Solicitor.	One.
D. J. PORTER Clent House, Croydon Road, Keston, Kent, Director of Companies.	One.
W. E. C. WATKINSON, Tyre Hill, Hanley Swan, Worcestershire, Farmer & Company Director.	One.
GARNOCK, Combermere Abbey, Whitchurch, Director of Companies.	One.
W. B. BROADBENT, The Firs, Aston, Nantwich, Cheshire, Director of Companies.	One.
B. V. W. PRICE, 37 Kinnersley Village, Severn Stoke, Worcestershire, Chartered Accountant.	One.

Dated this 1st day of March 1972.

Witness to the signature of GERALD D. N. NABARRO, Knight—

M. HOWARTH,  
Housekeeper of The Orchard House,  
Broadway, Wors.

Witness to the signature of R. H. DUNN—

NEVILLE H. BROWN,  
125 Edmund Street, Birmingham B3 2HX,  
Partnership Secretary.

Witness to the signature of D. J. PORTER—

M. E. OLIVER,  
31 Acer Road, Biggin Hill, Kent,  
Secretary.

Witness to the signature of W. E. C. WATKINSON—

A. DAVIES  
201, Henwick Road, Worcester WR2 5PG,  
Accountant.

Witness to the signature of DAVID LINDSAY-BETHUNE,  
Viscount GARNOCK,

S. SAWYER,  
Secretary  
30 Greenland Avenue, Queensbury, Bradford.

Witness to the signature of W. B. BROADBENT—

G. H. P. BEAMES,  
Cairn House, Lilleston, Nantwich, Cheshire,  
Solicitor.

Witness to the signature of B. V. W. PRICE—

A. DAVIES  
201, Henwick Road, Worcester WR2 5PG,  
Accountant.



COMPANY LIMITED BY SHARES.

Articles of Association

OF

**Severn Valley Railway (Holdings) Limited**

*(Adopted by Special Resolution passed on the 11th day of April 1972  
and as amended by Special Resolutions passed on the 29th day of June  
1973 and 29th day of March 1974)*

TABLE A.

1. The regulations in Table A in the First Schedule to the Companies Act, 1948, shall not apply to the Company except so far as the same are repeated or contained in these Articles.

Table A excluded

INTERPRETATION.

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

Interpretation  
clause.

WORDS	MEANINGS
The Act ...	The Companies Act, 1948.
The Statutes ...	The Companies Acts 1948 to 1967 and every other Act for the time being in force concerning joint stock companies and affecting the Company.
These Articles ...	These Articles of Association and the regulations of the Company for the time being in force.
The Office ...	The registered office of the Company.
The Seal ...	The Common Seal of the Company.
The United Kingdom ...	Great Britain and Northern Ireland.
Month ...	Calendar month.
Paid up ...	Includes credited as paid up.
Dividend ...	Includes bonus.
In writing ...	Written, printed or lithographed, or visibly expressed in all or any of these or any other modes of representing or reproducing words.
Subsidiary Company	

Definitions

Words importing the singular number only shall include the plural number, and vice versa.

Words importing the masculine gender only shall include the feminine gender, and

Words importing persons shall include corporations.

Words in Statutes  
to bear same  
meaning in  
Articles

3. Subject as aforesaid, any words or expressions defined in the Statutes shall bear the same meanings in these Articles.

#### BUSINESS.

Directors may  
commence or  
drop any  
branch business

4. Any branch or kind of business which by the Memorandum of Association of the Company, or by these Articles, is either expressly or by implication authorised to be undertaken by the Company may be undertaken by the Directors at such time or times as they shall think fit, and further, may be suffered by them to be in abeyance, whether such branch or kind of business may have been actually commenced or not, so long as the Directors may deem it expedient not to commence or proceed with such branch or kind of business.

#### SHARES.

Funds not to be  
employed in  
purchase of shares

5. Save in so far as any particular transaction may be authorised by the Statutes, no part of the funds of the Company shall be employed in the purchase or in loans on the security of the Company's shares.

Underwriting of  
shares

6. The Company may pay a commission to any person in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally, or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any shares in the capital of the Company, such commission not to exceed 10 per cent. of the price at which the shares are issued or an amount equivalent thereto. Any such commission may be paid in cash or in fully paid shares of the Company, or partly in one way and partly in the other, as may be arranged. The requirements of Sections 52 and 53 of the Act, and Part II (3) of the Sixth Schedule and Part I (3) of the Eighth Schedule to the Act shall be observed, so far as applicable.

Payment of  
interest out of  
capital in certain  
cases

7. Where any shares are issued for the purpose of raising money to defray the expenses of the construction of any works or buildings or the provision of any plant which cannot be made profitable for a lengthened period, the Company may pay interest on so much of such share capital as is for the time being paid up for the period and subject to the conditions and restrictions mentioned in Section 65 of the Act of 1948, and may charge the same to capital as part of the cost of the construction of the works, buildings or plant.

Shares at disposal  
of Directors

8. Subject to the provisions of Article 51, the shares shall be at the disposal of the Directors, and they may allot, grant options over, or otherwise deal with or dispose of them to such persons at such times

and generally on such terms and conditions as they think proper, but so that no shares shall be issued at a discount, except in accordance with Section 57 of the Act.

9. If two or more persons are registered as joint holders of any share, any one of such persons may give effectual receipts for any dividends, bonuses or other moneys payable in respect of such share.

Receipts of joint holders of shares

10. No person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by or recognise any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share, or (except only as by these Articles otherwise expressly provided or as by statute required or under an order of Court) any other right in respect of any share, except an absolute right to the entirety thereof in the registered holder.

No trust recognised

11. Every member shall without payment be entitled to receive within two months after allotment or lodgment of transfer (or within such other period as the conditions of issue shall provide) a certificate under the seal specifying the shares allotted or transferred to him, and the amount paid up thereon, provided that in the case of joint holders the Company shall not be bound to issue more than one certificate to all the joint holders, and delivery of such certificate to any one of them shall be sufficient delivery to all. Where part only of the shares comprised in a certificate are transferred, the member transferring shall be entitled without payment to a certificate for the balance thereof.

Members entitled to share certificates

12. If any such certificate shall be worn out, defaced, destroyed or lost, it may be renewed on such evidence being produced as the Directors shall require, and in case of wearing out or defacement on delivery up of the old certificate, and in case of destruction or loss on execution of such indemnity (if any) and in either case on payment of such sum, not exceeding one pound, as the Directors may from time to time require. In case of destruction or loss the member to whom such renewed certificate is given shall also bear and pay to the Company all expenses incidental to the investigation by the Company of the evidence of such destruction or loss and to such indemnity.

New certificate may be issued

13. No shareholder shall be entitled to receive any dividend or to be present or vote at any meeting or upon a poll, or to exercise any privilege as a member, until he shall have paid all calls for the time being due and payable on every share held by him whether alone or jointly with any other person, together with interest and expenses (if any).

Member not entitled to dividend or to vote until all calls paid

#### LIEN ON SHARES.

14. The Company shall have a first and paramount lien and charge on all the shares not fully paid up registered in the name of a member (whether solely or jointly with others) for all moneys due to

Company to have lien on shares

the Company from him or his estate, either alone or jointly with any other person, whether a member or not, and whether such moneys are presently payable or not. The Company's lien (if any) on a share shall extend to all dividends payable thereon.

*Lien may be enforced by sale of shares*

15. For the purpose of enforcing such lien the Directors may sell all or any of the shares subject thereto in such manner as they think fit, but no sale shall be made until such time as the moneys are presently payable, and until a notice in writing stating the amount due and demanding payment, and giving notice of intention to sell in default, shall have been served in such manner as the Directors shall think fit on such member or the person (if any) entitled by transmission to the shares, and default in payment shall have been made by him or them for seven days after such notice.

*Application of proceeds of sale*

16. The net proceedings of any such sale shall be applied in or towards satisfaction of the amount due, and the residue (if any) shall be paid to the member or the persons (if any) entitled by transmission to the shares; provided always that the Company shall be entitled to a lien upon such residue in respect of any moneys due to the Company but not presently payable like to that which it had upon the shares immediately before the sale thereof.

*Directors may enter purchaser's name in share register*

17. Upon any such sale as aforesaid, the Directors may authorise some person to transfer the shares sold to the purchaser and may enter the purchaser's name in the register as holder of the shares, and the purchaser shall not be bound to see to the regularity or validity of, or be affected by any irregularity or invalidity in the proceedings or be bound to see to the application of the purchase money, and after his name has been entered in the register the validity of the sale shall not be impeached by any person, and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

#### CALLS ON SHARES.

*Directors may make calls*

*Fourteen days' notice to be given*

*When call deemed made*

18. The Directors may, subject to the regulations of these Articles and to any conditions of allotment, from time to time make such calls upon the shareholders in respect of all moneys unpaid on their shares as they think fit, provided that fourteen days' notice at least is given of each call, and each shareholder shall be liable to pay the amount of every call so made upon him to the persons and at the times and places appointed by the Directors. A call may be made payable by instalments. A call shall be deemed to have been made as soon as the resolution of the Directors authorising such call shall have been passed.

*Liability of joint holders*

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

*Interest on unpaid call*

20. If before or on the day appointed for payment thereof a call payable in respect of a share is not paid, the person from whom the amount of the call is due shall pay interest on such amount at the

rate of 10 per cent. per annum from the day appointed for payment thereof to the time of actual payment, but the Directors shall have power to remit such interest or any part thereof.

21. Any sum which by the terms of allotment of a share is made payable upon allotment or at any fixed date and any instalment of a call shall, for all purposes of these Articles, be deemed to be a call duly made and payable on the date fixed for payment, and in case of non-payment the provisions of these Articles as to payment of interest and expenses, forfeiture and the like, and all other the relevant provisions of the Statutes or of these Articles shall apply as if such sum were a call duly made and notified as hereby provided.

Sums payable on allotment deemed a call

22. The Directors may from time to time 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.

Difference in calls

23. The Directors may, if they think fit, receive from any shareholder willing to advance the same all or any part of the moneys due upon his shares beyond the sums actually called up thereon, and upon all or any of the moneys so advanced the Directors may (until the same would, but for such advance, become presently payable) pay or allow such interest (not exceeding, without the consent of a General Meeting, 10 per cent. per annum) as may be agreed upon between them and such shareholder, in addition to the dividend payable upon such part of the share in respect of which such advance has been made as is actually called up. No sum paid up in advance of calls shall entitle the holder of a share in respect thereof to any portion of a dividend subsequently declared in respect of any period prior to the date upon which such sum would, but for such payment, become presently payable.

Calls may be paid in advance

#### TRANSFER OF SHARES.

24. Subject to the restrictions of these Articles, any member may transfer all or any of his shares, but every transfer must be in writing, and must be left at the office of the Company, accompanied by the certificate of the shares to be transferred, and such other evidence (if any) as the Directors may require to prove the title of the intending transferor. Transfers of fully paid shares shall be in a form authorised by the Stock Transfer Act 1963, or in such other form as the Directors may approve; and transfers of partly paid shares shall be in such form as the Directors may approve.

Members may transfer shares

25. The instrument of transfer of a share shall be signed by the transferor and, when the share is not fully paid, by the transferee, and the transferor shall be deemed to remain the holders of the share until the name of the transferee is entered in the register of members in respect thereof.

Execution of transfers

26. The Directors may, in their discretion and without assigning any reason therefor, refuse to register the transfer of any share (not

Directors may refuse to register transfers in certain cases

being a fully paid-up share to any person whom they shall not approve as transferee. The Directors may also refuse to register any transfer of a share in which the Company has a lien.

Power to refuse

27. If the Directors refuse to register a transfer of any share they shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal, as required by Section 76 of the Act.

Fee on registration

28. Such fee, not exceeding one pound, as the Directors may from time to time determine may be charged for registration of a transfer or of any probate, letter of administration, certificate of death or marriage, power of attorney, notice in lieu of discharges, or other document relating to or affecting the title to any shares.

Register of members to be closed

29. The registration of transfers may be suspended and the register of members closed during the fourteen days immediately preceding every Annual General Meeting of the Company, and at such other times (if any) and for such period as the Directors may from time to time determine, provided always that the register shall not be closed for more than thirty days in any year.

#### TRANSMISSION OF SHARES.

On death of member surviving executor or administrator assigned

30. In the case of the death of a member, the survivors or survivor, where the deceased was a joint holder, and the executors or administrators of the deceased where he was a sole or only surviving holder, shall be the only persons recognised by the Company as having any title to his shares, but nothing herein contained shall release the estate of a deceased holder (whether sole or joint) from any liability in respect of any share solely or jointly held by him.

Persons becoming entitled to share on death or bankruptcy of member may be registered

31. Any person becoming entitled to a share in consequence of the death or bankruptcy of any member may upon producing such evidence of title as the Directors shall require, and subject as hereinafter provided, either be registered himself as holder of the share, or elect to have some person nominated by him registered as the transferee thereof.

Person electing to be registered to give notice

32. If the person so becoming entitled shall elect to be registered himself, he shall deliver or send to the Company a notice in writing signed by him and stating that he so elects. For all purposes of these Articles relating to the registration of transfers of shares, such notice shall be deemed to be a transfer, and the Directors shall have the same power of refusing to give effect thereto by registration as if the event upon which the transmission took place had not occurred and the notice were a transfer executed by the person from whom the title by transmission is derived.

Person electing to have nominee registered in transfer

33. If the person so becoming entitled shall elect to have his nominee registered, he shall testify his election by executing to his nominee a transfer of such share. The Directors shall have, in respect of transfers so executed, the same power of refusing registration as if

shares forfeited  
being to  
company

41. Every share which shall be forfeited shall thereupon become the property of the Company, and may be sold, re-allotted or otherwise disposed of, either to the person who was before forfeiture the holder thereof or entitled thereto, or to any other person, upon such terms and in such manner as the Directors shall think fit, and whether with or without all or any part of the amount previously paid on the share being credited as paid. The Directors may, if necessary authorise some person to transfer a forfeited share to any such other person as aforesaid.

holders of  
forfeited shares  
are to call  
and before  
forfeiture

42. A shareholder whose shares have been forfeited shall, notwithstanding, be liable to pay to the Company all calls made and not paid on such shares at the time of forfeiture, with interest thereon to the date of payment at such rate, not exceeding 10 per cent. per annum, as the Directors shall think fit, in the same manner in all respects as if the shares had not been forfeited, and to satisfy all (if any) the claims and demands which the Company might have enforced in respect of the shares at the time of forfeiture without any deduction or allowance for the value of the shares at the time of forfeiture.

signatures  
of members

43. The forfeiture of a share shall involve the extinction at the time of forfeiture of all interest in and all claims and demands against the Company in respect of the share and all other rights and liabilities incidental to the share as between the shareholder whose share is forfeited and the Company, except only such of those rights and liabilities as are by these Articles expressly saved, or as are by the Statutes given or imposed in the case of past members.

are to forfeited  
share

44. A statutory declaration in writing that the declarant is a Director of the Company, and that a share has been duly forfeited in pursuance of these Articles, and stating the time when it was forfeited, shall, as against all persons claiming to be entitled to the share be conclusive evidence of the facts therein stated, and such declaration, together with a certificate of proprietorship of the share and the seal delivered to a purchaser or allottee thereof, shall (subject to the execution of any necessary transfer) constitute a good title to the share, and the new holder thereof shall be discharged from all calls made prior to such purchase or allotment, and shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any omission, irregularity or invalidity in or relating to or connected with the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the share.

#### CONVERSION OF SHARES INTO STOCK.

shares may be  
converted into  
stock

45. The Company may, from time to time, by resolution of a General Meeting, convert all or any of its paid-up shares into stock and may from time to time, in like manner, re-convert any such stock into paid-up shares of any denomination.

stock may be  
transferred

46. When any shares have been converted into stock, the several holders of such stock may transfer their respective interests therein, or

any part of such interests, in such manner as the Company in General Meeting shall direct, but in default of any such direction 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 will admit. But the Company in General Meeting, or failing a resolution of a General Meeting, the Directors may, if they think fit, from time to time fix the minimum amount of stock transferable, and restrict or forbid the transfer of fractions of that minimum, provided that the minimum shall not exceed the nominal amount of the shares from which the stock arose, and may prescribe that stock is to be divided and transferable in units of corresponding amount.

47. The several holders of stock shall be entitled to participate in the dividends and profits of the Company according to the amount of their respective interest in such stock, and such interests shall, in proportion to the amount thereof, confer on the holders thereof respectively the same privileges and advantages for the purpose of voting at meetings of the Company and for other purposes as if they held the shares from which the stock arose, but so that none of such privileges or advantages, except the participation in the dividends, profits and assets of the Company, shall be conferred by any such aliquot part of stock as would not, if existing in shares, have conferred such privilege or advantage.

Holders of stock entitled to same dividends and privileges as holders of shares

48. All such provisions of these Articles as are applicable to paid-up shares shall apply to stock, and in all such provisions the words "share" and "shareholder" shall include "stock" and "stockholder".

Share and shareholder includes stock and stockholder

#### CAPITAL.

49. The capital of the Company at the date of the adoption of these Articles is £150,000, divided into 150,000 shares of £1 each.

Capital

#### INCREASE OF CAPITAL.

50. The Company may from time to time in General Meeting, whether all the shares for the time being authorised shall have been issued, or all the shares for the time being issued shall have been fully called up or not, increase its capital by the creation of new shares, such aggregate increase to be of such amount and to be divided into shares of such respective amounts as the General Meeting resolving upon the creation thereof shall direct. Subject and without prejudice to any rights for the time being attached to the shares of any special class, any shares in such increased capital may have attached thereto such special rights or privileges as the General Meeting resolving upon the creation thereof shall direct, or, failing such direction, as the Directors shall by resolution determine, and in particular any such shares may be issued with a preferential, deferred or qualified right to dividends or in the distribution of assets and with a special or without any right of voting. Any Preference Share may be issued on the terms that it is or at the option of the Company is liable to be redeemed on such

Company may increase its capital



terms and in such manner (subject to the provisions of the Statutes) as may be provided by the Articles of Association of the Company for the time being in force.

New shares may  
be offered to  
members

51. The Company in General Meeting may direct that any new shares shall be offered to the existing members in proportion as nearly as the circumstances admit to the number of existing shares held by them or that the same be offered to the holders of shares of any particular class or classes. Such offer shall be made by notice specifying the number of shares offered, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the member to whom such notice is given that he declines to accept the shares offered, the Directors may dispose of the same in such manner as they think most beneficial to the Company; and further if, owing to the proportion which the number of the new shares bears to the number of shares held by members entitled to such offer as aforesaid, or from any other cause, any difficulty shall arise in apportioning the new shares or any of them in manner aforesaid, the Directors may in like manner dispose of the shares in respect of which such difficulty arises.

New shares  
considered as  
Ordinary Shares

52. Subject to any directions that may be given in accordance with the powers contained in the Memorandum of Association or these Articles, any capital raised by the creation of new shares shall be considered as consisting of Ordinary Shares, and shall be subject to the same provisions with reference to the payment of calls, transfer, transmission, forfeiture, lien and otherwise as if it had been part of the existing capital.

#### ALTERATIONS OF CAPITAL.

Company may  
alter its capital  
in certain ways

53. The Company may from time to time in General Meeting:—

- (A) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares, or
- (B) 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, or
- (C) by sub-division of its existing shares, or any of them, divide its capital, or any part thereof, into shares of smaller amount than is fixed by its Memorandum of Association, and so that as between the holders of the resulting shares one or more of such shares may by the resolution by which the sub-division is effected be given any preference or advantage as regards dividend, capital, voting or otherwise over the others or any other of such shares.

Company may  
reduce its capital

54. The Company may from time to time by Special Resolution reduce its share capital and any capital redemption reserve fund or share premium account in any manner authorised and with and subject to any incident prescribed or allowed by the Statutes.

55. Anything done in pursuance of either of the last two preceding Articles shall be done in manner provided and subject to any conditions imposed by the Statutes, so far as they shall be applicable, and, so far as they shall not be applicable, in accordance with the terms of the resolution authorising the same, and, so far as such resolution shall not be applicable, in such manner as the Directors deem most expedient, with power for the Directors, on any consolidation of shares, to deal with fractions of shares in any manner they may think fit.

Any alteration of capital to be made according to Statutes

#### MODIFICATION OF RIGHTS.

56. Subject to the provisions of Section 72 of the Act of 1948, all or any of the rights or privileges for the time being attached to any class of shares forming part of the capital for the time being of the Company (and notwithstanding that the Company may be or be about to be in liquidation) may be modified or abrogated in any manner with the sanction of an Extraordinary Resolution passed at a separate meeting of the members of that class. To any such separate meeting all the provisions of these Articles as to General Meetings (including the obligation to notify members as to their right to appoint proxies) shall *mutatis mutandis* apply, provided always that the necessary quorum shall be members of the class holding or representing by proxy one-third of the capital paid up on the issued shares of the class, and that the members of such class shall on a poll have one vote for each share of the class held by them respectively, provided also that if at any adjourned meeting of the members of such class a quorum as above defined is not present, those members who are present shall form a quorum.

Rights of shareholders may be altered

#### GENERAL MEETINGS.

57. A General Meeting shall be held as the Annual General Meeting in every calendar year, at such time and place as may be determined by the Company in General Meeting, or failing such determination by the Directors, but so that not more than fifteen months shall elapse between the holding of any two successive Annual General Meetings.

Annual General Meetings

58. All General Meetings other than the Annual General Meeting shall be called Extraordinary General Meetings.

Extraordinary General Meetings

59. The Directors may call an Extraordinary General Meeting whenever they think fit, and Extraordinary General Meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided by the Statutes.

Calling of Extraordinary General Meetings

60. Twenty-one days' notice in writing at the least of every meeting convened for the purpose of passing a Special Resolution and of every Annual General Meeting and fourteen days' notice in writing at the least of every other General Meeting (the length of notice being exclusive in every case both of the day on which the

Notice of meeting

notice is served or deemed to be served and of the day for which the notice is given), specifying the place, the day and the hour of meeting, and in the case of special business the general nature of such business, shall be given in manner hereinafter mentioned to such persons, including the Auditors, as are under the provisions hereinafter contained or under the Act entitled to receive notices from the Company, provided always that with such consents as are prescribed by Sections 133 (3) and 141 (2) of the Act of 1948 a meeting may be convened upon a shorter notice and in such manner as the consenting members may approve; but the accidental omission to give such notice to or the non-receipt of such notice by any person entitled to receive the same shall not invalidate any resolution passed or proceeding had at any such meeting. Every notice of an Annual General Meeting shall describe the meeting as an Annual General Meeting and every notice of a General Meeting or a class meeting shall comply with any requirements of the Statutes as regards the notification to members of their rights as to the appointment of proxies.

### PROCEEDINGS AT GENERAL MEETINGS.

#### Special business

61. All business shall be deemed special that is transacted at an Extraordinary General Meeting. All business that is transacted at an Annual General Meeting shall also be deemed special, with the exception of sanctioning a dividend, the consideration of the balance sheet and profit and loss account, the group accounts (if any), and the reports of the Directors and Auditors and other documents required to accompany or be annexed to the balance sheet, the election of Directors in place of those retiring and the appointment and fixing of the remuneration of the Auditors.

#### No business to be transacted unless quorum present

#### Quorum

62. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. Three members personally present shall be a quorum for the choice of a Chairman, the declaration of a dividend and the adjournment of the meeting. For all other purposes the quorum shall be five members personally present.

#### If quorum not present meeting adjourned or dissolved

63. If within half an hour from the time appointed for the holding of a General Meeting a quorum is not present, the meeting, if convened on 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 is not present within fifteen minutes from the time appointed for holding the meeting, the members present shall be a quorum.

#### Notice of adjournment to be given

64. The Chairman, with the consent of any meeting at which a quorum is present, may adjourn the meeting from time to time and from place to place, as the meeting shall determine. Whenever a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the members shall not be entitled to any notice of an adjournment or of the business to be transacted at an adjourned

meeting. No business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place.

65. The Chairman (if any) of the Board of Directors shall preside at every General Meeting, but if there be no such Chairman or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding the same, or shall be present but unwilling to act as Chairman, the members present shall choose some Director, or if no Director be present, or if all the Directors present decline to take the chair, one of themselves to be Chairman of the meeting.

Chairman of  
Board to preside  
at all meetings

66. At any General Meeting of the Company a resolution put to the vote of the meeting shall be decided on a show of hands unless before or upon the declaration of the result of the show of hands a poll be demanded by the Chairman of the meeting or by at least three members for the time being entitled to vote at the meeting, or by a member or members representing one-tenth or more of the total voting rights of all the members having the right to vote at the meeting, or by a member or members holding shares 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, and unless a poll be so demanded a declaration by the Chairman of the meeting that a resolution has been carried, or carried unanimously or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the 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.

How resolution  
decided

67. The instrument appointing a proxy to vote at a meeting shall be deemed to confer authority to demand or join in demanding a poll, and for the purposes of the last preceding Article a demand by a person as proxy for a member shall be the same as a demand by the member.

Proxy may  
demand a poll

68. Subject as provided in Article 69, if a poll be demanded in manner aforesaid, it shall be taken at such time (within fourteen days) and place and in such manner as the Chairman shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

Poll to be taken  
as Chairman shall  
direct

69. No poll shall be demanded on the election of a Chairman of a meeting or on any question of adjournment.

No poll in  
certain cases

70. In the case of an equality of votes, either on a show of hands or at a poll, the Chairman of the meeting shall be entitled to a further or casting vote in addition to the votes to which he may be entitled as a member.

Chairman to have  
casting vote

71. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

Business to be  
continued if poll  
demanded

## VOTES OF MEMBERS.

Member to have  
one vote or one  
vote for every  
£1 of share  
capital

72. Subject to any special rights, restrictions or prohibitions as regards voting for the time being attached to any special class of shares in the capital of the Company, on a show of hands every member personally present shall have one vote only, and in case of a poll every member shall (subject as hereinafter provided) have one vote for every £1 of share capital held by him.

Votes of member  
of unsound mind

73. If a member be of unsound mind, or *non compos mentis*, he may vote, whether on a show of hands or at a poll, by his receiver, committee, *curator bonis*, or other legal curator, and such last-mentioned persons may give their votes by proxy on a poll.

Votes of joint  
holders of shares

74. If two or more persons are jointly entitled to a share, then, in voting upon any question, the vote of a senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other holders of the share, and for this purpose seniority shall be determined by the order in which the names stand in the register of members.

Registered  
members only  
entitled to vote

75. Save as herein expressly provided, no member other than a member duly registered who shall have paid everything for the time being due from him and payable to the Company in respect of his shares, shall be entitled on any question either personally or by proxy at any General Meeting.

How votes may be  
given and who  
can act as proxy

76. Votes may be given either personally or by proxy. On a show of hands a member present only by proxy shall have no vote, but a proxy for a corporation may vote on a show of hands. A proxy need not be a member.

Votes may be cast  
in different ways

77. On a poll taken at a meeting of the Company or at a meeting of any class of members a member entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way.

Representation of  
companies which  
are members of  
this Company at  
meetings

78. Any corporation which is a member of this Company may, by resolution of its directors or other governing body, authorise any person to act as its representative at any meeting of this Company or of any class of members thereof; and such representative shall be entitled to exercise the same powers on behalf of the corporation which he represents as if he had been an individual shareholder, including power, when personally present, to vote on a show of hands.

Instrument  
appointing proxy  
to be in writing

79. The instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney duly authorised in writing, or if such appointor is a corporation under its common seal or under the hand of some officer or attorney duly authorised in that behalf.

Instrument  
appointing a  
proxy to be left  
at Company's  
office

80. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed, or a notarially certified or office copy of such power or authority, shall be deposited at the office at least forty-eight hours before the time appointed for

holding the meeting or adjourned meeting at which the person named in such instrument proposes to vote, or in the case of a poll not less than twenty-four hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.

81. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or authority under which it was executed, provided that no intimation in writing of the death, insanity or revocation shall have been received at the office one hour at least before the time fixed for holding the meeting.

When vote by  
proxy valid  
though authority  
revoked

82. Any instrument appointing a proxy shall be in the following form, with such variations as circumstances may require or the Statutes permit or in such other form as the Stock Exchange Authorities may approve.

Form of proxy

"SEVERN VALLEY RAILWAY (HOLDINGS) LIMITED."

"I,  
" of  
" a member of the above-named Company, hereby  
" appoint  
" of  
" and failing him,  
" of  
" to vote for me and on my behalf at the [Annual,  
" Extraordinary, or Adjourned, as the case may be]  
" General Meeting of the Company, to be held on the  
" day of and at every  
" adjournment thereof for/against\* the resolution[s] to  
" be proposed thereat.

" As witness my hand this day of 19 .

" \*Strike out whichever is not desired. Unless otherwise  
" instructed the proxy will vote or abstain from voting as  
" he thinks fit."

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

#### DIRECTORS

83. Until otherwise determined by a General Meeting the number of Directors shall not be less than nine nor more than twelve of which two Directors will from time to time be appointed and removed by the Board of Severn Valley Railway Company Limited and a further Director will from time to time be appointed and removed by the Committee of Severn Valley Railway Association. Any such appointment or removal shall be in writing under the hand of the Secretary of the said Company or as the case may be the said Association and shall take effect as and when delivered to or deposited at the registered office of the Company.

Appointment and  
number of  
Directors

As at the date of the adoption of this Article Mr. D. E. Guest and Mr. C. R. P. Ridgway are for the purposes of this Article deemed to have been appointed to the Board of the Company by the said Severn Valley Railway Company Limited.

No age limit of Directors

84. Unless and until otherwise determined by the Company in General Meeting, either generally or in any particular case, no Director shall vacate or be required to vacate his office as a Director on or by reason of his attaining or having attained the age of seventy or any other age, and any Director retiring or liable to retire under the provisions of these Articles and any person proposed to be appointed a Director shall be capable of being re-appointed or appointed (as the case may be) as a Director notwithstanding that at the time of such re-appointment or appointment he has attained the age of seventy, and no special notice need be given of any resolution for the re-appointment or appointment or approving the appointment as a Director of a person who shall have attained the age of seventy, and it shall not be necessary to give to the members notice of the age of any Director or person proposed to be re-appointed or appointed as such.

85. The Directors may from time to time appoint any other person to be a Director either to fill a casual vacancy or by way of addition to the Board, but so that the maximum number fixed as above shall not be thereby exceeded. Any Director appointed under this Article shall hold office only until the Annual General Meeting following next after his appointment, when he shall retire, but shall be eligible for election as a Director at that meeting.

Directors may act notwithstanding vacancies, but if less than minimum number fixed by Articles may only fill vacancies or call meeting

86. The continuing Directors at any time may act, notwithstanding any vacancy in their body; provided always that in case the Directors shall at any time be or be reduced in number to less than the minimum number fixed by or in accordance with these Articles, it shall be lawful for them to act as Directors for the purpose of filling up vacancies in their body or calling a General Meeting of the Company, but not for any other purpose.

Directors' qualification

87. The qualification of a Director shall be the holding in his own right alone, and not jointly with any other person, of shares or stock of the Company of the nominal value of £250, and Section 182 of the Act shall be duly complied with by every Director. Until otherwise determined by a General Meeting any Director appointed by Severn Valley Railway Company Limited or Severn Valley Railway Association shall be required to hold a share qualification in his own right of a nominal value of £50.

Directors' remuneration

88. The remuneration of the Directors shall from time to time be determined by the Company in General Meeting, and any such remuneration shall (unless otherwise directed by the resolution by which it is voted) be divided amongst the Directors as they shall agree, or, failing agreement, equally. The Directors shall also be entitled to be repaid all travelling, hotel and other expenses properly incurred

by them in and about the business of the Company, including their expenses of travelling to and from Board or Committee Meetings.

89. The Directors may grant special remuneration to any member of the Board who, being called upon, shall be willing to render any special or extra services to the Company, or to go or reside abroad in connection with the conduct of any of the affairs of the Company. Such special remuneration may be made payable to such Director in addition to or in substitution for his ordinary remuneration as a Director, and may be made payable by a lump sum or by way of salary, or by a percentage of profits, or by any or all of those modes.

Special remuneration

90. Subject to the provisions of Section 191 and 192 of the Act of 1948, and without prejudice to any other powers conferred upon them by the Articles of the Company, 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 to his widow or dependents and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

#### MANAGING DIRECTORS.

91. The Directors may from time to time appoint one or more of their body to be Managing Director or Managing Directors, for such period, at such remuneration and upon such terms as to the duties to be performed, the powers to be exercised and all other matters as they think fit, but so that no Managing Director shall be invested with any powers or entrusted with any duties which the Directors themselves could not have exercised or performed. The remuneration of a Managing Director may be by way of salary or commission or participation in profits, or by any or all of those modes, and it may be made a term of his appointment that he be paid a pension or gratuity on retirement from his office.

Directors may appoint Managing Director

92. A Managing Director shall not, while he continues to hold that office, be subject to retirement by rotation, and he shall not be taken into account in determining the rotation of retirement of Directors, but he shall (subject to the provisions of any contract between him and the Company) be subject to the same provisions as to removal as the other Directors of the Company, and if he cease to hold the office of Director he shall, *ipso facto* and immediately, cease to be a Managing Director.

What provisions Managing Director will be subject to

#### SECRETARY.

93. The Secretary shall be appointed by the Directors for such time at such remuneration and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them. The provisions of Sections 177 and 179 of the Act of 1948 shall apply and be observed. The Directors may from time to time if there is no Secretary or no Secretary capable of acting by resolution appoint an assistant or deputy Secretary, who shall be deemed to be the Secretary during the term of his appointment.

Secretary

Power for Directors to appoint an assistant or deputy



## THE SEAL.

Seal to be affixed  
by authority of  
resolution of  
Board and in the  
presence of one  
Director and  
Secretary

94. The seal shall not be affixed to any instrument except by the authority of a resolution of the Board, and in the presence of at least one Director and of the Secretary, and the said Director and the Secretary shall sign every instrument to which the seal shall be so affixed in their presence and, in favour of any purchaser or person bona fide dealing with the Company, such signatures shall be conclusive evidence of the fact that the seal has been properly affixed. Every certificate for shares, stock, debenture stock or representing any other form of security (other than letters of allotment or scrip certificates) shall be issued under the seal.

## POWERS OF DIRECTORS.

Business of  
Company to be  
managed by  
Directors

95. The business of the Company shall be managed by the Directors, who may exercise all such powers of the Company (including the powers expressly mentioned in Clause 3 of the Memorandum of Association of the Company), and do on behalf of the Company all such acts as may be exercised and done by the Company and as are not by the Statutes or by these Articles required to be exercised or done by the Company in General Meeting, subject, nevertheless, to any regulations of these Articles, to the provisions of the Statutes, and to such regulations being not inconsistent with the aforesaid regulations or 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.

Company may  
exercise powers  
under Sections 35  
and 119 of the Act

96. The Directors may make such arrangements as may be thought fit for the management of the Company's affairs abroad, and may for this purpose (without prejudice to the generality of their powers) appoint Local Boards, Attorneys and Agents, and fix their remuneration, and delegate to them such powers as may be deemed requisite or expedient. The Company may exercise all the powers of Section 35 of the Act of 1948, and the official seal shall be affixed by the authority and in the presence of, and the instruments sealed therewith shall be signed by, such persons as the Directors shall from time to time by writing under the seal appoint. The Company may also exercise the powers of Section 119 of the Act of 1948 with reference to the keeping of Dominion Registers. The obligations and conditions imposed by those sections and any sections ancillary thereto shall be duly observed.

Limit to Directors'  
borrowing powers

97. (A) Subject as hereinafter provided the Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, and to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.

(b) The Directors shall restrict the borrowings of the Company and exercise all voting and other rights or powers of control exercisable by the Company in relation to its subsidiary companies (if any) so as to secure (so far as by such restriction and exercise they can do so) that the aggregate amount for the time being remaining undischarged of all moneys borrowed by the Company and/or any of its subsidiary companies (exclusive of moneys borrowed by the Company from and for the time being owing to any such subsidiary or by any such subsidiary from and for the time being owing to the Company or another such subsidiary) shall not at any time without the previous sanction of an Ordinary Resolution of the Company exceed twice the amount paid up on the share capital of the Company for the time being issued. For the purposes of the said limit the issue of debentures shall be deemed to constitute borrowing notwithstanding that the same may be issued in whole or in part for a consideration other than cash.

(c) No person dealing with the Company or any of its subsidiaries shall by reason of the foregoing provisions be concerned to see or enquire whether the said limit is observed and no debt incurred or security given in excess of such limit shall be invalid or ineffectual unless the lender or the recipient of the security had at the time when the debt was incurred or security given express notice that the limit hereby imposed had been or was thereby exceeded.

98. All moneys, bills and notes belonging to the Company shall be paid to or deposited with the Company's bankers to an account to be opened in the name of the Company. Cheques on the Company's bankers, unless and until the Directors shall otherwise from time to time resolve, shall be signed by at least two Directors and countersigned by the Secretary.

All moneys to be paid into banking account

Cheques to be signed by two Directors and Secretary

#### DISQUALIFICATION OF DIRECTORS.

99. The office of a Director shall be vacated—

- (A) If a receiving order is made against him, or he makes any arrangement or composition with his creditors.
- (B) If he becomes of unsound mind.
- (C) If he ceases to hold the number of shares required to qualify him for office or does not acquire the same within two months after election or appointment.
- (D) If he absents himself from the meetings of the Directors during a continuous period of six months without special leave of absence from the Directors, and they pass a resolution that he has by reason of such absence vacated office.

Office of Director vacated in certain cases

- (E) If he is prohibited from being a Director by an order made under Section 188 of the Act.
- (F) If by notice in writing to the Company he resigns his office.
- (G) If he is removed from office by a resolution duly passed pursuant to Section 184 of the Act.

Directors may  
hold other offices

100. A Director may hold any other office or place of profit under the Company (except that of Auditor) in conjunction with his office of Director and on such terms as to remuneration and otherwise as the Directors shall approve.

Director may  
contract with  
Company

101. A Director may contract with and be interested in any contract or proposed contract with the Company either as vendor, purchaser or otherwise, and shall not be liable to account for any profit made by him by reason of any such contract or proposed contract, provided that the nature of the interest of the Director in such contract or proposed contract be declared at a meeting of the Directors as required by and subject to the provisions of Section 199 of the Act of 1948. No Director shall vote as a Director in respect of any contract or arrangement in which he shall be interested, and if he do so vote his vote shall not be counted; but this provision shall not apply to any arrangement for giving a Director security for advances or by way of indemnity or to any allotment to or any contract or arrangement for the underwriting or subscription by a Director of shares or debentures of the Company or to any arrangement made in exercise of the powers conferred by Article 90, or to any contract or arrangement in which the Director is interested as a member or officer of Severn Valley Railway Company Limited or Severn Valley Railway Association.

Directors holding  
office with  
companies in  
which Company  
is interested, etc.

102. Any Director may continue to be or become a director, managing director, manager or other officer or member of any other company in which this Company may be interested, and (unless otherwise agreed) no such Director shall be accountable for any remuneration or other benefits received by him as a director, managing director, manager or other officer or member of any such company. Notwithstanding anything contained in the last preceding Article, the Directors may exercise the voting powers conferred by the shares in any other company held or owned by the Company, or exercisable by them as directors of such other company, in such manner in all respects as they think fit (including the exercise thereof in favour of any resolution appointing themselves or any of them directors, managing directors, managers or other officers of such company), and any Director of the Company may vote in favour of the exercise of such voting rights in manner aforesaid, notwithstanding that he may be, or be about to be, appointed a director, managing director, manager or other officer of such other company, and as such is or may become interested in the exercise of such voting rights in manner aforesaid.

# ROTATION OF DIRECTORS.

103. At the Annual General Meeting in every year, one-third of the Directors for the time being or if their number is not a multiple of three then the number nearest to but not exceeding one-third shall retire from office.

One-third of  
Directors to retire  
at Annual General  
Meeting

104. The Directors to retire at the Annual General Meeting in every year shall be the Directors who have been longest in office since their last election. As between Directors of equal seniority, the Directors to retire shall in the absence of agreement be selected from among them by lot. A retiring Director shall be eligible for re-election and shall act as a Director throughout the meeting at which he retires.

Senior Directors  
to retire

Retiring Director  
re-eligible

105. The Company may at the meeting at which any Director retires in manner aforesaid, fill up the vacated office by electing a person thereto. In default the retiring Director shall be deemed to have been re-elected unless at such meeting it is resolved not to fill up the vacated office or a resolution for the re-election of the retiring Director has been rejected.

Office may be  
filled at meeting  
at which Directors  
retire

106. No person not being a Director retiring at the meeting shall, unless recommended by the Directors for election, be eligible for the office of Director at any General Meeting unless, within the prescribed time before the day appointed for the meeting, there shall have been given to the Secretary notice in writing by some member duly qualified to be present and vote at the meeting for which such notice is given, of his intention to propose such person for election, and also notice in writing, signed by the person to be proposed, of his willingness to be elected.

Members eligible  
for office of  
Director if  
prescribed notice  
and consent  
lodged at office

107. The prescribed time above mentioned shall be such that, between the date when the notice is served, or deemed to be served, and the day appointed for the meeting, there shall be not less than four nor more than forty-two clear intervening days.

Prescribed notice

108. The Company may from time to time in General Meeting increase or reduce the number of Directors, and may make the appointments necessary for effecting any such increase, and may determine in what rotation such increased or reduced number shall go out of office.

Number of  
Directors may be  
increased or  
reduced

109. In addition and without prejudice to the provisions of Section 184 of the Act, the Company may by Ordinary Resolution remove any Director before the expiration of his period of office, and may, if thought fit, by Ordinary Resolution appoint another person in his stead; any person so appointed shall retain his office so long only as the Director in whose place he is appointed would have held the same if he had not been removed, but shall be eligible for re-election.

Directors may be  
removed by  
Extraordinary  
Resolution

## PROCEEDINGS OF DIRECTORS.

Meeting of  
Directors

110. The Directors or any committee of Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business. Until otherwise determined three shall be 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.

Quorum

Casting vote of  
Chairman

Director may call  
meeting of Board

111. A Director may, and on the request of a Director the Secretary shall, at any time summon a meeting of the Directors by notice served upon the several members of the Board; but a Director who is absent from the United Kingdom shall not be entitled to notice of any meeting of Directors.

Directors may  
elect Chairman

112. The Directors or any committee of the Directors may from time to time elect a Chairman, who shall preside at their meetings, 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, a substitute for that meeting shall be appointed by such meeting from among the Directors present.

Directors may  
delegate powers  
to committees

113. The Directors may delegate any of their powers, other than the powers to borrow and make calls, to committees consisting of such member or members of their body as they think fit. Any committee so formed shall in the exercise of the power so delegated conform to any regulations that may from time to time be imposed upon them by the Board.

All acts done by  
Directors to be  
valid

114. All acts bona fide done by any meeting of Directors, or by a committee of Directors or by any person acting as a Director, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Director.

Minutes to be  
made and when  
signed by  
Chairman to be  
conclusive  
evidence

115. The Directors shall cause proper minutes to be made in books to be provided for the purpose of all appointments of officers made by the Directors, of the proceedings of all meetings of Directors and committees of Directors, and of the attendances thereat, and of the proceedings of all meetings of the Company and all business transacted, resolutions passed and orders made at such meetings, and any such minutes of any such meeting, if purporting to be signed by the Chairman of such meeting, or by the Chairman of the next succeeding meeting of the Company or Directors or committee, as the case may be, shall be sufficient evidence without any further proof of the facts therein stated.

## DIVIDENDS AND RESERVE FUND.

116. Subject to any rights or privileges for the time being attached to any shares in the capital of the Company having preferential, deferred or other special rights in regard to dividends, the profits of the Company which it shall from time to time be determined to distribute by way of dividend shall be applied in payment of dividends upon the shares of the Company in proportion to the amounts paid up thereon respectively otherwise than in advance of calls.

Application of  
profits

117. The Company in General Meeting may from time to time declare dividends, but no such dividend shall (except as by the Statutes expressly authorised) be payable otherwise than out of the profits of the Company. No higher dividend shall be paid than is recommended by the Directors, and a declaration by the Directors as to the amount of the profits at any time available for dividends shall be conclusive. The Directors may, if they think fit, and if in their opinion the position of the Company justifies such payment, from time to time to pay an interim dividend, or pay any preferential dividends on shares issued upon the terms that the preferential dividends thereon shall be payable on fixed dates.

Declaration of  
dividends

118. With the sanction of a General Meeting, dividends may be paid wholly or in part in specie, and may be satisfied in whole or in part by the distribution amongst the members in accordance with their rights of fully paid shares, stock or debentures of any other company, or of an other property suitable for distribution as aforesaid. The Directors shall have full liberty to make all such valuations, adjustments and arrangements, and to issue all such certificates or documents of title as may in their opinion be necessary or expedient with a view to facilitating the equitable distribution amongst the members of any dividends or portions of dividends to be satisfied as aforesaid or to giving them the benefit of their proper shares and interests in the property, and no valuation, adjustment or arrangement so made shall be questioned by any member.

Payment of  
dividends in specie

119. The Directors may, before recommending any dividend, set aside out of the profits of the Company such sums as they think proper to a reserve fund or reserve account, which shall at the discretion of the Directors be applicable for meeting contingencies, or for repairing or maintaining any works connected with the business of the Company, or for any other purposes for which the profits of the Company may lawfully be applied, or shall, with the sanction of the Company in General Meeting, be as to the whole or in part applicable for equalising dividends, or for distribution by way of special dividend or bonus, and the Directors may divide the reserve fund into separate funds for special purposes, and may either employ the sums from time to time carried to the credit of such fund or funds in the business of the Company or invest the same in such investments (other than the shares of the Company) as they may select. The Directors may also from time to time carry forward such sums as they may deem expedient in the interests of the Company.

Directors may  
form a reserve  
fund and invest it

Unpaid calls and  
debts may be  
deducted from  
dividends

120. The Directors may deduct from any dividend or other moneys payable in respect of any shares held by a member, either alone or jointly with any other member, all such sums of money (if any) as may be due and payable by him either alone or jointly with any other person to the Company on account of calls or otherwise.

Dividend warrants

Dividend warrants  
to be sent to  
members by post

121. Any dividend, instalment of dividend or interest in respect of any share may be paid by cheque or warrant payable to the order of the member entitled thereto, or (in the case of joint holders) of that member whose name stands first on the register in respect of the joint holding. Every such cheque or warrant shall (unless otherwise directed) be sent by post to the last registered address of the member entitled thereto, and the receipt of the person whose name appears on the register of members as the holder of any share, or, in the case of joint holders, of any one of such holders, or of his or their agent duly appointed in writing, shall be a good discharge to the Company for all dividends or other payments made in respect of such share. Every such cheque or warrant shall be sent at the risk of the person entitled to the money represented thereby.

Unpaid dividends  
not to bear interest

122. No unpaid dividend or interest shall bear interest as against the Company.

#### CAPITALISATION OF RESERVES, ETC.

Capitalisation

123. Subject to any necessary sanction or authority being obtained the Company in General Meeting may at any time and from time to time pass a resolution that any sum not required for the payment or provision of any fixed preferential dividends, and (A) for the time being standing to the credit of any reserve fund or reserve account of the Company, including premiums received on the issue of any shares, debentures or debenture stock of the Company, or (B) being undivided net profits in the hands of the Company, be capitalised, and that such sum be appropriated as capital to and amongst the ordinary shareholders in the shares and proportions in which they would have been entitled thereto if the same had been distributed by way of dividend on the Ordinary Shares, and in such manner as the resolution may direct, and such resolution shall be effective; and the Directors shall in accordance with such resolution apply such sum in paying up in full any unissued shares in the capital of the Company, or (save as regards any amount standing to the credit of a share premium account or capital redemption reserve fund) any debentures or debenture stock of the Company, on behalf of the ordinary shareholders aforesaid, and appropriate such shares, debentures or debenture stock to, and distribute the same credited as fully paid up amongst, such shareholders in the proportions aforesaid, in satisfaction of their shares and interests in the said capitalised sum, or (save as regards any such amount as aforesaid) shall apply the sum so resolved to be capitalised or any part thereof on behalf of the shareholders aforesaid in paying up the whole or part of any uncalled balance which shall for the time being be unpaid in respect of any issued Ordinary Shares held by such shareholders. Where any difficulty arises in respect of any such distribution the

Directors may settle the same as they think expedient, and in particular they may issue fractional certificates, fix the value for distribution of any fully paid-up shares, debentures or debenture stock, make cash payments to adjust rights, and vest any such shares, debentures or debenture stock in trustees upon such trusts for or for the benefit of the persons entitled to share in the appropriation and distribution as may seem just and expedient to the Directors. When deemed requisite a proper contract for the allotment and acceptance of any shares to be distributed as aforesaid shall be delivered to the Registrar of Companies for registration in accordance with Section 52 of the Act of 1948, and the Directors may appoint any person to sign such contract on behalf of the persons entitled to share in the appropriation and distribution, and such appointment shall be effective.

### ACCOUNTS.

124. The Directors shall cause proper books of account to be kept— Accounts to be kept

- (A) of the assets and liabilities of the Company,
- (B) of the sums of money received and expended by the Company, and the matters in respect of which such receipts and expenditure take place, and
- (C) of all sales and purchases of goods by the Company,

and such books shall be so kept as to give a true and fair view of the state of the Company's affairs and to explain its transactions. The books of account shall be kept at the office, or, subject to Section 147 (3) of the Act, at such other place or places as the Directors shall think fit, and shall always be open to the inspection of the Directors.

Where books may be kept

125. The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company, or any of them, shall be open to the inspection of members, and no member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by the Statutes or authorised by the Directors or by a resolution of the Company in General Meeting.

Accounts and books may be inspected by members

126. Once at least in every year the Directors shall lay before the Company in General Meeting a profit and loss account for the period since the preceding account made up to a date not more than six months before such meeting and in conformity with the requirements of the Statutes.

Yearly statement of income and expenditure to be made up and laid before Company

127. A balance sheet shall be made out in every year and laid before the Company in General Meeting. Such balance sheet shall contain all such particulars as are required by the Statutes, and shall be made up as at the date to which the profit and loss account is made up, and shall be accompanied by or have annexed or attached thereto a report of the Directors as to the state of the Company's affairs

Balance sheet, etc., to be made out yearly



(which shall duly comply with the requirements of the Statutes), a report of the Auditors, such group accounts (if any), and such other documents as are required by the Statutes to accompany the same or to be annexed or attached thereto. Printed copies of all such documents as aforesaid shall, twenty-one clear days at least before each meeting, be delivered or sent by post to the registered address of every member who is entitled to receive the same, to the Auditors, and to every holder of debentures of the Company who is entitled to receive the same, as required by Section 158 of the Act but subject as provided in paragraphs (b) and (c) of the proviso to Subsection (1) of that section, and four copies of each of the said documents shall at the same time be forwarded to the Secretary of the Share and Loan Department, The Stock Exchange, London. The Auditors' report shall be read before the Company in General Meeting and shall be open to inspection by any member as required by Section 162 of the Act.

#### AUDIT.

Accounts to be  
audited

128. Once at least in every year the accounts of the Company shall be examined, and the correctness of the profit and loss account and balance sheet ascertained by one or more properly qualified Auditor or Auditors.

Provisions as to  
audit

129. The appointment, powers, rights, remuneration and duties of the Auditors shall be regulated by the provisions of the Statutes relating thereto.

#### NOTICES.

Service of notices  
by Company

130. A notice or other document may be served by the Company upon any member either personally or by sending it through the post in a prepaid letter addressed to such member at his registered address.

How joint holders  
of shares may be  
served

131. All notices directed to be given to the members shall with respect to any share to which persons are jointly entitled be given to whichever of such persons is named first in the register of members, and notice so given shall be sufficient notice to all the holders of such share.

Members abroad  
not entitled to  
notices unless they  
give address

132. Any member described in the register of members by an address not within the United Kingdom who shall from time to time give to the Company an address within the United Kingdom at which notices may be served upon him, shall be entitled to have notices served upon him at such address, but, save as aforesaid and as provided by the Act, only those members who are described in the register of members by an address within the United Kingdom shall be entitled to receive any notices from the Company.

Service of notices  
on Company

133. Any summons, notice, order or other document required to be sent to or served upon the Company, or upon any officer of the Company, may be sent or served by leaving the same or sending it through the post in a prepaid registered letter addressed to the Company, or to such officer, at the office.

134. Any notice or other document if served by post shall be deemed to have been served on the day following that on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice or document was properly addressed and put into the post office as a prepaid letter or prepaid registered letter as the case may be.

When service  
effected

135. Any notice or other document served upon or sent to any member in accordance with these Articles shall, notwithstanding that he be then deceased or bankrupt, and whether the Company have notice of his death or bankruptcy or not, be deemed to be duly served or sent in respect of any shares held by him (either alone or jointly with others) until some other person is registered in his stead as the holder or joint holder of such shares, and such service or sending shall be a sufficient service or sending on or to his executors, administrators or assigns and all other persons (if any) interested in such shares.

Service on  
deceased or  
bankrupt  
members

#### WINDING UP.

136. If the Company shall be wound up the Liquidators (whether voluntary or official) may, with the sanction of an Extraordinary Resolution, divide among the members in specie any part of the assets of the Company and may, with the like sanction, vest any part of the assets of the Company in trustees upon such trusts for or for the benefit of the members or any of them as the Liquidators with the like sanction shall think fit. Any such resolution may provide for and sanction a distribution of any specific assets amongst different classes of members otherwise than in accordance with their existing rights, but each member shall in that event have a right of dissent and other ancillary rights in the same manner as if such resolution were a Special Resolution passed pursuant to Section 287 of the Act.

Distribution of  
assets in specie

#### INDEMNITY.

137. Every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities (including any such liability as is mentioned in paragraph (b) of the proviso to Section 205 of the Act), which he may sustain or incur in or about the execution of his office or otherwise in relation thereto, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by the said section.

Indemnity

## THE COMPANIES ACTS 1948 TO 1980

Declaration by Director or Secretary on  
application by an old public company  
for re-registration as a public company

Pursuant to section 8(5)(b) of the Companies Act 1980

Please do not  
write in this  
binding marginPlease complete  
legibly, preferably  
in black type, or  
bold block  
lettering

For official use

Company number

053

1046274

Name of company

SEVERN VALLEY RAILWAY (HOLDINGS) LIMITED

Limited

I, PETER NICHOLAS BALDWINof 12 CHERRY STREET, BIRMINGHAM, WEST MIDLANDSSolicitor\*delete as  
appropriatebeing [the secretary] [~~and director~~]\* of the above named company, do solemnly and sincerely declare that:

- 1 the directors have passed a resolution complying with section 8(4) of the Companies Act 1980 that the company should be re-registered as a public company; and
- 2 the conditions specified in section 8(11) of the Companies Act 1980 were satisfied at the time of the resolution.

And I make this solemn Declaration conscientiously believing  
the same to be true and by virtue of the provisions of the  
Statutory Declarations Act 1835Declared at BIRMINGHAM West Midlandsthe 7th day of DecemberOne thousand nine hundred and eighty onebefore me J. C. D. M.A Commissioner for Oaths or Notary Public or Justice of the Peace  
or Solicitor having the powers conferred on a Commissioner for Oaths

Signature of Declarant

Presentor's name, address and  
reference (if any):P.N. Baldwin  
c/o Anthony Collins & Co.,  
12 Cherry Street,  
Birmingham, B2 5AR

02-81B032

For official use  
General section

Post room



COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

(As amended by Special Resolutions passed on the 29th day of June 1973 and 30th January 1981)

of

SEVERN VALLEY RAILWAY (HOLDINGS) PUBLIC LIMITED COMPANY

1. The name of the Company is "SEVERN VALLEY RAILWAY (HOLDINGS) PUBLIC LIMITED COMPANY".
2. The Company is to be a public company.
3. The registered office of the Company will be situate in England.
4. The objects for which the Company is established are -
  - (A) To enter into and carry into effect, with such (if any) modifications or alterations as may be agreed upon, an Agreement already prepared and expressed to be made between Severn Valley Railway Company Limited of the one part and this Company of the other part, a draft of which has been subscribed with a view to identification by Richard Hugh Dunn, of Messrs Wynn Gibson Dunn and Company, and to carry on, develop and turn to account the business of the Severn Valley Railway Company Limited at Bridgnorth, Eardington and Hampton Loade in the County of Salop and between Bridgnorth aforesaid and Bewdley and Kidderminster in the County of Worcester and the assets comprised in the said Agreement.
  - (B) To take over the assets and liabilities of the Severn Valley Railway.
  - (C) To complete the purchase, restoration and re-opening to the public of the whole of Severn Valley Branch Railway between Bridgnorth, Bewdley and Kidderminster aforesaid.



- (D) To carry on the business of the Severn Valley Railway as a public railway.
- (E) To carry on any other trade or business whatsoever which can, in the opinion of the Board of Directors, be advantageously carried on by the Company in connection with or as ancillary to any of the above businesses or the general business of the Company.
- (F) To manufacture or procure the manufacture of building and engineering appliances or other articles or component parts for railway rolling stock or other general utility whether for the purposes of building or engineering or for other trades, or for general, railway or domestic use, and to stock, hire out, sell and generally to trade and deal in the same.
- (G) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof.
- (H) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, factories, buildings, works, plan and machinery necessary or convenient for the Company's business, and to contribute or to subsidise the erection, construction and maintenance of any of the above.
- (I) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business, and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society.
- (J) To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.
- (K) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or other persons or corporation, or in dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly.

- (L) To receive money on deposit or loan upon such terms as the Company may approve, and to guarantee the obligations and contracts of customers and others.
- (M) To make advances to customers and others with or without security, and upon such terms as the Company may approve, and generally to act as bankers for customers and others.
- (N) To grant pensions, allowances, gratuities and bonuses to officers, ex-officers, employees or ex-employees of the Company or its predecessors in business or the dependents or connections of such persons, to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory) with a view to providing pensions or other benefits for any such persons as aforesaid, their dependents or connections, and to support or subscribe to any charitable funds or institutions, the support of which may, in the opinion of the Directors, be calculated directly or indirectly to benefit the Company or its employees, and to institute and maintain any club or other establishment or profit-sharing scheme calculated to advance the interests of the Company or its officers or employees.
- (O) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.
- (P) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined.
- (Q) To pay for any property or rights acquired by the Company, either in cash or fully or partly paid-up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.
- (R) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.

- (S) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.
- (T) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company, and to acquire and hold or dispose of shares, stock or securities of and guarantee the payment of the dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.
- (U) To purchase or otherwise acquire and undertake all or any of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on.
- (V) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.
- (W) To amalgamate with any other company whose objects are or include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.
- (X) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, and in particular any bonus or free of charge or complimentary tickets to travel on the railway in lieu of dividends, or any shares, debentures or securities of other companies belonging to this Company or of which this Company may have the power of disposing, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.

(Y) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise, and to do all such other things as are incidental or conducive to the above objects or any of them.

5. The liability of the members is limited.

6. The share capital of the Company is £550,000 divided into 550,000 shares of £1 each. The shares in the original or any increased capital may be divided into several classes, and there may be attached thereto respectively any preferential, deferred or other special rights, privileges, conditions or restrictions as to dividend, capital, voting or otherwise.



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

Names, Addresses and Descriptions of Subscribers	Number of Shares taken by each Subscriber
GERALD D. N. NABARRO, Knight The Orchard House, Broadway, Worcestershire Member of Parliament & Director of Companies	One
R. H. DUNN Lawn Farm, Tibberton, Worcestershire Solicitor	One
D. J. PORTER Clent House, Croydon Road, Keston, Kent Director of Companies	One
W. E. C. WATKINSON Tyre Hill, Hanley Swan, Worcestershire Farmer & Company Director	One
GARNOCK Combermere Abbey, Whitchurch Director of Companies	One
W. B. BROADBENT The Firs, Aston, Nantwich, Cheshire Director of Companies	One
B. V. W. PRICE 37 Kinnersley Village, Severn Stoke, Worcestershire Chartered Accountant	One

Dated this 1st day of March 1972.

Witness to the signature of Gerald D. N. Nabarro, Knight -

R. M. HOWARTH,  
Housekeeper of The Orchard House,  
Broadway, Wors.

Witness to the signature of R. H. Dunn -

NEVILLE H. BROWN,  
125 Edmund Street, Birmingham B3 2HX  
Partnership Secretary

Witness to the signature of D. J. Porter -

M. E. OLIVER,  
31 Acer Road, Biggin Hill, Kent  
Secretary

Witness to the signature of W. E. C. Watkinson -

A. DAVIES  
201 Henwick Road, Worcester WR2 5PG  
Accountant

Witness to the signature of David Lindsay-Bethune,  
Viscount Garnock

S. SAWYER  
Secretary  
30 Greenland Avenue, Queensbury, Bradford

Witness to the signature of W. B. Broadbent -

G. H. P. BEAMES  
Cairn House, Lilleston, Nantwich, Cheshire  
Solicitor

Witness to the signature of B. V. W. Price -

A. DAVIES  
201 Henwick Road, Worcester WR2 5PG  
Accountant

# FILE COPY



## CERTIFICATE OF INCORPORATION ON RE-REGISTRATION AS A PUBLIC COMPANY

No. 1046274 | 55 .

I hereby certify that

SEVERN VALLEY RAILWAY (HOLDINGS) PUBLIC LIMITED COMPANY

has this day been re-registered under the Companies Acts 1948 to 1980 as a public company, and that the company is limited.

Dated at Cardiff the 15TH MARCH 1982

A handwritten signature in ink, appearing to be 'J. J. Jones', written over a circular official stamp.

Assistant Registrar of Companies

Company No. 1046274

56

THE COMPANIES ACTS 1948 to 1981

Resolutions of

SEVERN VALLEY RAILWAY (HOLDINGS) PUBLIC LIMITED COMPANY  
(passed 4th June 1982)

At the Annual General Meeting of the above named Company duly convened and held at The Castle Hall, Bridgnorth, Shropshire on Friday the 4th June 1982 the following resolution was duly passed as an Ordinary Resolution of the Company

That the authorised share capital of the Company be increased from £550,000.00 to £750,000.00 by the creation of 200,000 Ordinary Shares of £1.00 each to rank pari passu in all respects with the existing Ordinary Shares of £1.00.



P.N. Baldwin

Secretary



Company No: 1046274

57

SEVERN VALLEY RAILWAY (HOLDINGS) PUBLIC LIMITED COMPANY

HEREBY GIVES YOU NOTICE

PURSUANT TO SECTION 63 OF THE COMPANIES ACT 1948

That by an Ordinary Resolution of the Company

dated the 4th June 1982

the Nominal Capital of the Company has been increased

by the addition thereto of the sum of £200,000.00

beyond the Registered Capital of £550,000.00

The Additional Capital is divided as follows:

<u>Number of Shares</u>	<u>Class of Share</u>	<u>Nominal Amount of each Share</u>
200,000	Ordinary	£1.00

The conditions (e.g. voting rights, dividend rights, winding up rights, etc.) subject to which the new Shares have been, or are to be, issued, are as follows:-

Pari passu in all respects with the existing Ordinary shares in the Company

P.N. Baldwin

Secretary

Date: \_\_\_\_\_



**THE COMPANIES ACTS 1948 - 1981**  
**COMPANY LIMITED BY SHARES**  
**ORDINARY AND SPECIAL RESOLUTIONS**

of

**SEVERN VALLEY RAILWAY (HOLDINGS) PUBLIC LIMITED COMPANY**

Registered Number : 1046274

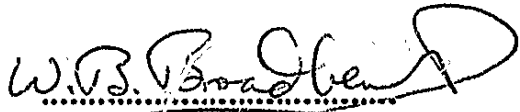
At an Extraordinary General Meeting of the above Company held at the Registered Office, the Railway Station, Bewdley, Worcestershire DY12 1BG on 15th December 1983 at 11 a.m. the following Ordinary and Special Resolutions were duly passed:

**1. ORDINARY RESOLUTION**

**THAT** the authorised share capital of the Company be and is hereby increased from £750,000 to £1,000,000 by the creation of 250,000 Ordinary Shares of £1 each.

**2. SPECIAL RESOLUTION**

**THAT** the Directors by and are hereby unconditionally authorised for the purpose of Section 14 of the Companies Act 1980 at any time during the period of 5 years from the date of this Resolution to issue, offer, allot, grant options over or otherwise dispose of shares (up to the amount) by which the authorised share capital of the Company for the time being exceeds the issued share capital of the Company for the time being), at such times and for such consideration and upon such terms and conditions as the Directors may determine, and that by virtue of Section 18(1) of the Companies Act 1980 Sections 17(1), (6) and (7) of that Act shall not apply to the issue of such shares.

  
.....  
W.B. Broadbent  
Chairman

29 DEC 1983



9/2

1046274

66

The Companies Act, 1948

Company Limited by Shares

SEVERN VALLEY RAILWAY (HOLDINGS) PLC

SPECIAL RESOLUTION

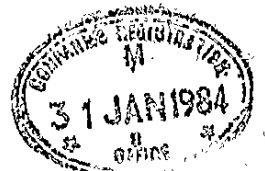
(Passed <sup>on</sup> 26 January 1984)

At an Extraordinary General Meeting of the above-named Company duly convened and held on 26 January 1984 the following Resolution was duly passed as a SPECIAL RESOLUTION.

RESOLUTION

That the members of Severn Valley Railway (Holdings) PLC hereby unanimously approve of the Severn Valley Light Railway Order, for which application [~~is proposed to be made~~] [has been made] to the Secretary of State for Transport by the Company subject to such additions, alterations and variations as the said Secretary of State may see fit to make therein and as the Directors of the Company may approve.

W. B. Brodbeck  
Chairman





Please do not  
write in this  
binding margin



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

THE COMPANIES ACTS 1948 TO 1981

# Notice of increase in nominal capital

Pursuant to section 63 of the Companies Act 1948

20/2

10

To the Registrar of Companies

For official use

Company number

64

1046274

Name of Company

SEVERN VALLEY RAILWAY (HOLDINGS) PUBLIC LIMITED COMPANY

XXXXXX

\*delete if  
inappropriate

hereby gives you notice in accordance with section 63 of the Companies Act 1948 that by [ordinary]  
[extraordinary] [special] resolution of the company dated 15th December 1983

+delete as  
appropriate

the nominal capital of the company has been increased by the addition thereto of the sum of  
£ 250,000 beyond the registered capital of £ 750,000

## Note

This notice and a  
printed copy of  
the resolution  
authorising the  
increase must be  
forwarded to the  
Registrar of  
Companies  
within 15 days  
after the passing  
of the resolution

A printed copy of the resolution authorising the increase is forwarded herewith  
The additional capital is divided as follows:

Number of shares	Class of share	Nominal amount of each share
250,000	Ordinary	£1

(If any of the new shares are preference shares state whether they are redeemable or not)  
The conditions (eg. voting rights, dividend rights, winding-up rights etc.) subject to which the new  
shares have been or are to be issued are as follows:  
To rank pari passu in all respects with the existing Ordinary  
Shares in the capital of the Company

Please tick here if  
continued overleaf



+delete as  
appropriate

Signed

[Director] [Secretary] Date

21.12.83

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

Messrs. Osborne Clarke  
30 Queen Charlotte St.  
Bristol BS99 7QQ Avon

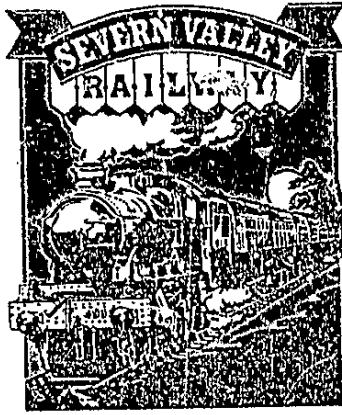
Ref: 20/73/51287

For official use  
General section

Post room







Please reply to:-

**SEVERN VALLEY RAILWAY (HOLDINGS) P.L.C.**  
THE RAILWAY STATION BEWDLEY WORCESTERSHIRE DY12 1BG ENGLAND  
TELEPHONE BEWDLEY 403816

Number of Company 1046274

94  
The Companies Act 1985  
Company limited by shares  
Special resolution

of

Severn Valley Railway (Holdings) PLC

Passed the 12th day of June 1987

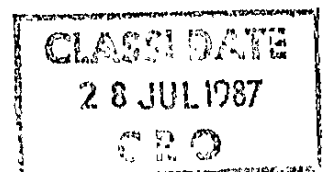
At the Annual General Meeting of the above named Company, duly convened and held at the Castle Hall, Bridgnorth, Shropshire on the 12th day of June 1987 the following resolution was duly passed:-

"That the authorised share capital of the Company be increased from £1 million to £2 million by the creation of a further one million ordinary shares of £1.00 each to rank pari passu with the existing ordinary shares of the Company".

Signed

  
Director

Date 16th July, 1987



Registered Office: THE RAILWAY STATION BEWDLEY WORCESTERSHIRE DY12 1BG ENGLAND Registered No. 1046274  
President: The Rt. Hon. the Earl of Lindsay. Directors: J.S. Garth (Chairman) A.D. Owen (Deputy Chairman) M.J. Draper (General Manager)  
W.B. Broadbent D.A. Johnson I.R. Latimer N.J.T. Matthews B.V.W. Price S.R. Scott C.W. Walton D.C. Williams M.R. York Secretary: P.N. Baldwin

**G**

COMPANIES FORM No. 123

**Notice of increase  
in nominal capital**

26-10

**123**Please do not  
write in  
this margin

Pursuant to section 123 of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number

1912

1046274

Name of company

\* Severn Valley Railway (Holdings) PLC

\* Insert full name  
of company

gives notice in accordance with section 123 of the above Act that by resolution of the company  
dated 12th June, 1987 the nominal capital of the company has been  
increased by £ 1,000,000 beyond the registered capital of £ 1,000,000.

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

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

The conditions (eg. voting rights, dividend rights, winding-up rights etc.) subject to which the new  
shares have been or are to be issued are as follow:

The new-shares have been issued to rank pari passu with the  
existing ordinary shares of the Company

Please tick here if  
continued overleaf† delete as  
appropriate

Signed

[Director][Secretary]† Date 16th June 1987

Presentor's name address and  
reference (if any):For official Use  
General Section

Post room



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

Pursuant to section 123 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

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

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1046274

Name of company

\* SEVERN VALLEY RAILWAY (HOLDINGS) PUBLIC LIMITED COMPANY

\* Insert full name  
of company

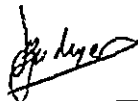
gives notice in accordance with section 123 of the above Act that by resolution of the company  
dated 7th JUNE 1991 the nominal capital of the company has been  
increased by £ 1,000,000 beyond the registered capital of £ 2,000,000.

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

The conditions (eg. voting rights, dividend rights, winding-up rights etc.) subject to which the new  
shares have been or are to be issued are as follow:

† the copy must be  
printed or in some  
other form approved  
by the registrarPlease tick here if  
continued overleaf☐† delete as  
appropriate

Signed



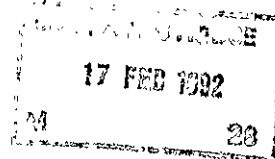
[Director][Secretary]† Date 31/12/91

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

Anthony Collins & Company  
Pearl Assurance House  
4 Temple Row  
BIRMINGHAM  
B2 5HG

For official Use  
General Section

Post room



1046274

5. TO CONSIDER AND IF THOUGHT FIT PASS THE FOLLOWING SPECIAL RESOLUTIONS:-

- (a) To increase the share capital. It was proposed by Mr. Barker, seconded by Mr. Clark and unanimously resolved that the authorised share capital of the Company be increased from £2 million to £3 million by the creation of a further 1 million ordinary shares of £1.00 each to rank pari passu with the existing ordinary share capital of the Company.
- (b) To receive a resolution under Section 80 of the Companies Act 1985. It was proposed by Mr. Barker, seconded by Mr. Thomas and unanimously resolved that the Directors be and are hereby generally and unconditionally authorised pursuant to Section 80 of the Companies Act 1985 to exercise all of the powers of the Company other than securities (as defined in the said Section 80) up to the aggregate nominal amount by which the authorised unissued share capital of the Company exceeds the issued share capital of the Company as at the date of this meeting provided however that this power shall expire on the 5th Anniversary of the date of the meeting save that the Company may before such expiry make an offer or agreement which would or might require equity securities to be allotted after such expiry and the Directors may allot equity securities in pursuance of such an offer or agreement as if the power hereby conferred had not expired.
- (c) To receive a resolution under Section 95 of the Companies Act 1985. It was proposed by Mr. Clark, seconded by Mr. Barker and unanimously resolved that the Directors be and hereby empowered subject to Section 95 of the Companies Act 1985 to allot equity securities (as defined in Section 94 of the said Act) pursuant to the authority referred to in paragraph (a) of this resolution as if Section 89(i) of the said Act did not apply to any such allotment.
- (d) To authorise an amendment to Article 66 of the Company's Articles of Association. Mr. Garth outlined the reasons for considering an increase in the minimum number of persons who could demand a poll from 3 to 25. He explained that the Articles dated back to 1972 and since that time the membership had grown to 13,000 shareholders. The Board had felt that any three people attending a General Meeting of the Company could demand a poll and thus put the Company to considerable expense in circulating all members with a resolution. Mr. Pout queried the validity of the resolution stating that the three people entitled to call the poll were intended to be the two representatives from the Guarantee Company and the representative from the Association. He added that at the same time the articles provided that the quorum required for the meeting was 5 only. Mr. Garth replied that there had been no consideration of the fact regarding the quorum, and added that it had taken two years to get the poll matter to this

14 FEB 1992 26

1046274

SEVERN VALLEY RAILWAY (HOLDINGS) PLC  
EXTRACTS OF THE MINUTES OF THE  
TWENTIETH ANNUAL GENERAL MEETING HELD AT  
THE CASTLE HALL, BRIDGNORTH ON  
FRIDAY 12TH JUNE 1992 AT 8.00 PM

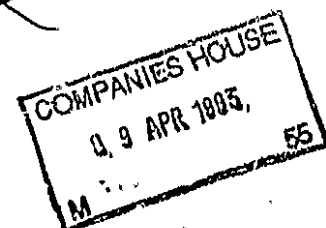
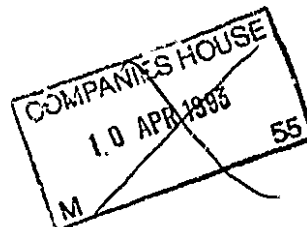
To consider and if thought fit to pass the following as a Special Resolution

- (a) The Company's Articles of Association be brought up to date to incorporate all statutory references (including references to Table A)
- (b) Article 66 of the Company's Articles of Association be amended by the deletion of the words "from at least three members ..." to "... all the shares confirming that right" substituting therefor "... at least five members who are at that time being entitled to meet at the meeting, or all the members present if fewer than five, or by the three directors for the time being in office appointed by the Severn Valley Railway Company Limited and the Severn Valley Railway Association"
- (c) Copies of the Minutes of the previous year's Annual General Meeting shall be available from the registered office of the company on receipt of a stamped addressed envelope, not more than three weeks prior to the forthcoming Annual General Meeting
- (d) Copies of the Minutes of the previous year's Annual General Meeting shall be available at the current Annual General Meeting. The numbers to be available shall be limited to the average attendance numbers of the last three Annual General Meetings
- (e) Items for the approval of the Minutes of the last Annual General Meeting and matters arising shall be included in the agenda of an Annual General Meeting
- (f) "Any Other Business proper to an Annual General Meeting" shall be included in the agenda of an Annual General Meeting and shall not last longer than 30 minutes, unless extended at the Chairman's discretion

The Resolution was proposed by Mr. R. Pout, seconded by Mr. A. Barker and unanimously resolved

Chairman ..... *A. J. Owen* .....

Date ..... *6/4/93* .....



1046274

COMPANIES ACT 1985

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COMPANY LIMITED BY SHARES

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MEMORANDUM AND ARTICLES OF ASSOCIATION

OF

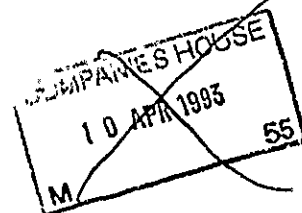
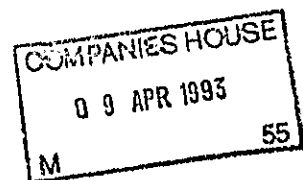
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SEVERN VALLEY RAILWAY (HOLDINGS) PLC

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(as at 12 June 1992)

Anthony Collins & Co  
Solicitors  
Pearl Assurance House  
4 Temple Row  
BIRMINGHAM  
B2 5HG



**The Companies Act 1985**

**COMPANY LIMITED BY SHARES**

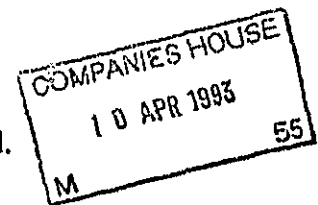
**MEMORANDUM OF ASSOCIATION**

**(As amended by special resolution passed on 29 June 1973, and by a resolution of the directors passed on 30 January 1981)**

**OF**

**SEVERN VALLEY RAILWAY (HOLDINGS) PUBLIC LIMITED COMPANY**

1. The name of the Company is "Severn Valley Railway (Holdings) Public Limited Company".
2. The Company is to be a public company.
3. The registered office of the Company will be situate in England.
4. The objects for which the Company is established are:
  - (A) To enter into and carry into effect, with such (if any) modifications or alterations as may be agreed upon, an Agreement already prepared and expressed to be made between Severn Valley Railway Company Limited of the one part and this Company of the other part, a draft of which has been subscribed with a view to identification by Richard Hugh Dunn, of Messrs. Wynn Gibson Dunn and Company, and to carry on, develop and turn to account the business of the Severn Valley Railway Company Limited at Bridgnorth, Eardington and Hampton Loade in the County of Salop and between Bridgnorth aforesaid and Bewdley and Kidderminster in the County of Worcester and the assets comprised in the said Agreement.
  - (B) To take over the assets and liabilities of the Severn Valley Railway.
  - (C) To complete the purchase, restoration and re-opening to the public of the whole of Severn Valley Branch Railway between Bridgnorth, Bewdley and Kidderminster aforesaid.
  - (D) To carry on the business of the Severn Valley Railway as a public railway.
  - (E) To carry on any other trade or business whatsoever which can, in the opinion of the Board of Directors, be advantageously carried on by the Company in



connection with or as ancillary to any of the above businesses or the general business of the Company.

- (F) To manufacture or procure the manufacture of building and engineering appliances or other articles or component parts for railway rolling stock or other general utility whether for the purposes of building or engineering or for other trades, or for general, railway or domestic use, and to stock, hire out, sell and generally to trade and deal in the same.
- (G) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof.
- (H) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above.
- (I) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business, and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society.
- (J) To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.
- (K) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly.
- (L) To receive money on deposit or loan upon such terms as the Company may approve, and to guarantee the obligations and contracts of customers and others.



- (M) To make advances to customers and others with or without security, and upon such terms as the Company may approve, and generally to act as bankers for customers and others.
- (N) To grant pensions, allowances, gratuities and bonuses to officers, ex-officers, employees or ex-employees of the Company or its predecessors in business or the dependents or connections of such persons, to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory) with a view to providing pensions or other benefits for any such persons as aforesaid, their dependents or connections, and to support or subscribe to any charitable funds or institutions, the support of which may, in the opinion of the Directors, be calculated directly or indirectly to benefit the Company or its employees, and to institute and maintain any club or other establishment or profit-sharing scheme calculated to advance the interests of the Company or its officers or employees.
- (O) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.
- (P) To invest and deal with the moneys of the Company not immediately required for the purpose of its business in or upon such investments or securities and in such manner as may from time to time be determined.
- (Q) To pay for any property or rights acquired by the Company, either in cash or fully or partly paid-up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.
- (R) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.
- (S) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares,

stock or securities of and to subsidise or otherwise assist any such company.

- (T) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company, and to acquire and hold or dispose of shares, stock or securities of and guarantee the payment of the dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.
- (U) To purchase or otherwise acquire and undertake all or any of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on.
- (V) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.
- (W) To amalgamate with any other company whose objects are or include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.
- (X) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, and in particular any bonus or free of charge or complimentary tickets to travel on the railway in lieu of dividends, or any shares, debentures or securities of other companies belonging to this Company or of which this Company may have the power of disposing, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- (Y) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise, and to do all such other things as are incidental or conducive to the above objects or any of them.

5. The liability of the members is limited.

6. The share capital of the Company is £150,000, divided into 150,000 shares of £1 each. The shares in the original or any increased capital may be divided into several classes, and there may be attached thereto respectively any preferential, deferred or other special rights, privileges, conditions or restrictions as to dividend, capital, voting or otherwise.

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Note: The authorised share capital was increased by successive special resolutions to £550,000 on 29 March 1974, to £750,000 on 4 June 1982, to £1,000,000 on 15 December 1983, to £2,000,000 on 12 June 1987 and to £3,000,000 on 7 June 1991.

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this memorandum of association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

<u>Names, Addresses and Descriptions of Subscribers</u>	<u>Number of Shares taken by each Subscriber</u>
Gerald D.N. Nabarro, Knight, The Orchard House, Broadway, Worcestershire Member of Parliament & Director of Companies	One
R.H. Dunn, Lawn Farm, Tibberton, Worcestershire. Solicitor	One
D.J. Porter, Clent House, Croydon Road, Keston, Kent, Director of Companies	One
W.E.C. Watkinson Tyre Hill, Hanley Swan, Worcestershire Farmer & Company Director	One
Garnock, Combermere Abbey, Whitchurch Director of Companies	One
W.B. Broadbent, The Firs, Aston, Nantwich, Cheshire Director of Companies	One
B.V.W. Price, 37 Kinnersley Village, Severn Stoke, Worcestershire Chartered Accountant	One

Dated this 1st day of March 1972

Witness to the signature of Gerald D.M. Nabarro, Knight  
R.M. HOWARTH,  
Housekeeper of the Orchard House, Broadway, Worcs.

Witness to the signature of R.H. Dunn,  
NEVILLE H. BROWN

126 Edmund Street, Birmingham B3 2HX.  
Partnership Secretary

Witness to signature of D.J. Porter  
M.E. OLIVER,  
31 Acer Road, Biggin Hill, Kent  
Secretary

Witness to the signature of W.E.C. Watkinson  
A. DAVIES  
201 Henwick Road, Worcester WR2 5PG.  
Accountant

Witness to the signature of David Lindsay-Bethune,  
Viscount Garnock,  
S. SAWYER,  
Secretary,  
30 Greenland Avenue, Queensbury, Bradford

Witness to the signature of W.B. Broadbent  
G.H.P. BEAMES,  
Cairn House, Lilleston, Nantwich, Cheshire  
Solicitor

Witness to the signature of B.V.W. Price  
A. DAVIES  
201 Henwick Road, Worcester WR2 5PG.  
Accountant

The Companies Act 1985

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

SEVERN VALLEY RAILWAY (HOLDINGS) PLC

(Adopted by special resolution passed on 11 April 1972 and as amended by special resolutions passed on 29 June 1973, 29 March 1974 and 12 June 1992)

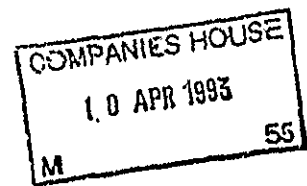


TABLE A

1. The regulations in Table A in the Companies (Tables A-F) Regulations 1985 (as amended) and all previous versions of Table A shall not apply to the Company except so far as the same are repeated or contained in these Articles.

INTERPRETATION

2. In these articles, unless the subject or context otherwise requires, the words standing the first column of the table next hereinafter contained shall bear the meanings set opposite to them respectively in the second column thereof:

<u>Words</u>	<u>Meanings</u>
The Act	The Companies Act, 1985 (as amended by the Companies Act 1989)
These Articles	These articles of association and the regulations of the Company for the time being in force.
The Office	The registered office of the company.
The Seal	The Common Seal of the Company
The United Kingdom	Great Britain and Northern Ireland
Month	Calendar month
Paid up	Includes credited as paid up.

Dividend

Includes bonus.

In writing

Written, printed or lithographed, or visibly expressed in all or any of these or any other modes of representing or reproducing words.

Subsidiary Company

Any company which is a subsidiary of the Company as defined by Section 736 of the Act

Words importing the singular number only shall include the plural number, and vice versa.

Words importing the masculine gender only shall include the feminine gender, and

Words importing persons shall include corporations.

3. Subject as aforesaid, any words or expressions defined in the Act shall bear the same meanings in these Articles.

### BUSINESS

4. Any branch or kind of business which by the memorandum of association of the Company, or by these articles, is either expressly or by implication authorised to be undertaken by the Company may be undertaken by the Directors at such time or times as they shall think fit, and further, may be suffered by them to be in abeyance, whether such branch or kind of business may have been actually commenced or not, so long as the directors may deem it expedient not to commence or proceed with such branch or kind of business.

### SHARES

5. Save in so far as any particular transaction may be authorised by the Act, no part of the funds of the Company shall be employed in the purchase or in loans on the security of the Company's shares.
6. Subject to the provisions of the Act, the Company may pay a commission to any person in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally, or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any shares in the capital of the Company, such commission not to exceed 10 per cent of the price at which the shares are issued or an amount equivalent thereto. Any such commission may be paid in cash or in fully paid shares of the Company, or partly in one way and partly in the other, as may be arranged.
7. Deleted.

8. Subject to the provisions of Article 51, the shares shall be at the disposal of the Directors, and they may allot, grant options over, or otherwise deal with or dispose of them to such persons at such times and generally on such terms and conditions as they think proper, but so that no shares shall be issued at a discount.
9. If two or more persons are registered as joint holders of any share, any one of such persons may give effectual receipts for any dividends, bonuses or other moneys payable in respect of such share.
10. No person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by or recognise any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share, or (except only as by these Articles otherwise expressly provided or as by statute required or under an order of Court) any other right in respect of any share, except an absolute right to the entirety thereof in the registered holder.
11. Every member shall without payment be entitled to receive within two months after allotment or lodgment of transfer (or within such other period as the conditions of issue shall provide) a certificate under the seal specifying the shares allotted or transferred to him, and the amount paid up thereon, provided that in the case of joint holders the Company shall not be bound to issue more than one certificate to all the joint holders, and delivery of such certificate to any one of them shall be sufficient delivery to all. Where part only of the shares comprised in a certificate are transferred, the member transferring shall be entitled without payment to a certificate for the balance thereof.
12. If any such certificate shall be worn out, defaced, destroyed or lost, it may be renewed on such evidence being produced as the Directors shall require, and in case of wearing out or defacement on delivery up of the old certificate, and in case of destruction or loss on execution of such indemnity (if any) and in either case on payment of such sum, not exceeding one pound, as the Directors may from time to time require. In case of destruction or loss the member to whom such renewed certificate is given shall also bear and pay to the Company all expenses incidental to the investigation by the Company of the evidence of such destruction or loss and to such indemnity.
13. No shareholder shall be entitled to receive any dividend or to be present or vote at any meeting or upon a poll, or to exercise any privilege as a member, until he shall have paid all calls for the time being due and payable on every share held by him, whether alone or jointly with any other person, together with interest and expenses (if any).

#### LIEN ON SHARES

14. The Company shall have a first and paramount lien and charge on all the shares not fully paid up registered in the name of a member (whether solely or jointly with



others) for all moneys due to the Company from him or his estate, either alone or jointly with any other person, whether a member or not, and whether such moneys are presently payable or not. The Company's lien (if any) on a share shall extend to all dividends payable thereon.

15. For the purpose of enforcing such lien the Directors may sell all or any of the shares subject thereto in such manner as they think fit, but no sale shall be made until such time as the moneys are presently payable, and until a notice in writing stating the amount due and demanding payment, and giving notice of intention to sell in default, shall have been served in such manner as the Directors shall think fit on such member or the person (if any) entitled by transmission to the shares, and default in payment shall have been made by him or them for seven days after such notice.
16. The net proceedings of any such sale shall be applied in or towards satisfaction of the amount due, and the residue (if any) shall be paid to the member or the persons (if any) entitled by transmission to the shares; provided always that the Company shall be entitled to a lien upon such residue in respect of any moneys due to the Company but not presently payable like to that which it had upon the shares immediately before the sale thereof.
17. Upon any such sale as aforesaid, the Directors may authorise some person to transfer the shares sold to the purchaser and may enter the purchaser's name in the register as holder of the shares, and the purchaser shall not be bound to see to the regularity or validity of, or be affected by any irregularity or invalidity in the proceedings or be bound to see to the application of the purchase money, and after his name has been entered in the register the validity of the sale shall not be impeached by any person, and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

#### CALLS ON SHARES

18. The Directors may, subject to the regulations of these articles and to any conditions of allotment, from time to time make such calls upon the shareholders in respect of all moneys unpaid on their shares as they think fit, provided that fourteen days' notice at least is given of each call, and each shareholder shall be liable to pay the amount of every call so made upon him to the persons and at the times and places appointed by the Directors. A call may be made payable by instalments. A call shall be deemed to have been made as soon as the resolution of the Directors authorising such call shall have been passed.
19. The holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
20. If before or on the day appointed for payment thereof a call payable in respect of a share is not paid, the person from whom the amount of the call is due shall pay interest on such amount at the rate of 10 per cent. per annum from the day appointed

for payment thereof to the time of actual payment, but the Directors shall have power to remit such interest of any part thereof.

21. Any sum which by the terms of allotment of a share is made payable upon allotment or at any fixed date and any instalment of a call shall, for all purposes of these Articles, be deemed to be a call duly made and payable on the date fixed for payment, and in case of non-payment the provisions of these Articles as to payment of interest and expenses, forfeiture and the like, and all other the relevant provisions of the Act or of these Articles shall apply as if such sum were a call duly made and notified as hereby provided.
22. The Directors may from time to time 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.
23. The Directors may, if they think fit, receive from any shareholder willing to advance the same all or any part of the moneys due upon his shares beyond the sums actually called up thereon, and upon all or any of the moneys so advanced the Directors may (until the same would, but for such advance, become presently payable) pay or allow such interest (not exceeding, without the consent of a General Meeting, 10 per cent per annum) as may be agreed upon between them and such shareholder, in addition to the dividend payable upon such part of the share in respect of which such advance has been made as is actually called up. No sum paid up in advance of calls shall entitle the holder of a share in respect thereof to any portion of a dividend subsequently declared in respect of any period prior to the date upon which such sum would, but for such payment, become presently payable.

#### TRANSFER OF SHARES

24. Subject to the restrictions of these articles, any member may transfer all or any of his shares, but every transfer must be in writing, and must be left at the office of the Company, accompanied by the certificate of the shares to be transferred, and such other evidence (if any) as the Directors may require to prove the title of the intending transferor. Transfers of fully paid shares shall be in a form authorised by the Stock Transfer Act 1963 as amended, or in such other form as the Directors may approve; and transfers of partly paid shares shall be in such form as the Directors may approve.
25. The instrument of transfer of a share shall be signed by the transferor and, when the share is not fully paid, by the transferee, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register of members in respect thereof.
26. The Directors may, in their discretion and without assigning any reason therefor, refuse to register the transfer of any share (not being a fully paid-up share) to any person whom they shall not approve as transferee. The directors may also refuse to

register any transfer of a share on which the Company has a lien.

27. If the directors refuse to register a transfer of any share they shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal, as required by Section 183 of the Act.
28. Such fee, not exceeding one pound, as the Directors may from time to time determine, may be charged for registration of a transfer or of any probate, letters of administration, certificate of death or marriage, power of attorney, notice in lieu of distringas, or other document relating to or affecting the title to any shares.
29. The registration of transfers may be suspended and the register of members closed during the fourteen days immediately preceding every annual general meeting of the Company, and at such other times (if any) and for such period as the Directors may from time to time determine, provided always that the register shall not be closed for more than thirty day in any year.

### TRANSMISSION OF SHARES

30. In the case of the death of a member, the survivors or survivor, where the deceased was a joint holder, and the executors or administrators of the deceased where he was a sole or only surviving holder, shall be the only persons recognised by the Company as having any title to his shares, but nothing herein contained shall release the estate of a deceased holder (whether sole or joint) from any liability in respect of any share solely or jointly held by him.
31. Any person becoming entitled to a share in consequence of the death or bankruptcy of any member may upon producing such evidence of title as the Directors shall require, and subject as hereinafter provided, either be registered himself as holder of the share, or elect to have some person nominated by him registered as the transferee thereof.
32. If the person so becoming entitled shall elect to be registered himself, he shall deliver or send to the Company a notice in writing signed by him and stating that he so elects. For all purposes of these articles relating to the registration of transfers of shares, such notice shall be deemed to be a transfer, and the directors shall have the same power of refusing to give effect thereto by registration as if the event upon which the transmission took place had not occurred and the notice were a transfer executed by the person from whom the title by transmission is derived.
33. If the person so becoming entitled shall elect to have his nominee registered, he shall testify his election by executing to his nominee a transfer of such share. The directors shall have, in respect of transfers so executed, the same power of refusing registration as if the event upon which the transmission took place had not occurred, and the transfer were a transfer executed by the person from whom the title by transmission is derived.

34. A person entitled to a share by transmission shall be entitled to receive and give a discharge for any dividends or other moneys payable in respect of the share, but he shall not be entitled to receive notices of or to attend or vote at meetings of the Company, or (save as aforesaid) to any of the rights or privileges of a member, unless and until he shall have become a member in respect of the share.

### FORFEITURE OF SHARES

35. If any shareholder fails to pay the whole or any part of any call on or before the day appointed for the payment thereof, the directors may at any time thereafter during such time as the call, or any part thereof, remains unpaid, serve a notice on him requiring him to pay such call, or such part thereof as remains unpaid, together with any accrued interest and any expenses incurred by the Company by reason of such non-payment.
36. The notice shall name a further day on or before which such call, or such part thereof as aforesaid, and all such interest and expenses as aforesaid, are to be paid. It shall also name the place where payment is to be made, and shall 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 was made will be liable to be forfeited.
37. If the requisitions of any such notice as aforesaid are not complied with, any share in respect of which such notice has been given may at any time thereafter, before payment of all calls, interest and expenses due in respect thereof has been made, be forfeited by a resolution of the directors to that effect.
38. A forfeiture of shares under the preceding Articles shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.
39. When any share has been forfeited in accordance with these Articles, notice of the forfeiture shall forthwith be given to the holder of the share, or the person entitled to the share by transmission, as the case may be, and an entry of such notice having been given, and of the forfeiture with the date thereof, shall forthwith be made in the register of members opposite to the entry of the share; but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make such entry as aforesaid.
40. Notwithstanding any such forfeiture as aforesaid, the directors may at any time before the forfeited share has been otherwise disposed of permit the share so forfeited to be redeemed upon the terms of payment of all calls and interest due upon and expenses incurred in respect of the share, and upon any further or other terms they may think fit.
41. Every share which shall be forfeited shall thereupon become the property of the Company, and may be sold, re-allotted or otherwise disposed of, either to the person who was before forfeiture the holder thereof or entitled thereto, or to any other

person, upon such terms and in such manner as the directors shall think fit, and whether with or without all or any part of the amount previously paid on the share being credited as paid. The directors may, if necessary authorise some person to transfer a forfeited share to any such other person as aforesaid.

42. A shareholder whose shares have been forfeited shall notwithstanding, be liable to pay to the Company all calls made and not paid on such shares at the time of forfeiture, with interest thereon to the date of payment at such rate, not exceeding 10 per cent per annum, as the directors shall think fit, in the same manner in all respects as if the shares had not been forfeited, and to satisfy all (if any) the claims and demands which the Company might have enforced in respect of the shares at the time of forfeiture without any deduction or allowance for the value of the shares at the time of forfeiture.
43. The forfeiture of a share shall involve the extinction at the time of forfeiture of all interest in and all claims and demands against the Company in respect of the share and all other rights and liabilities incidental to the share as between the shareholder whose share is forfeited and the Company, except only such of those rights and liabilities as are by these Articles expressly saved, or as are by the Act given or imposed in the case of past members.
44. A statutory declaration in writing that the declarant is a director of the Company, and that a share has been duly forfeited in pursuance of these Articles, and stating the time when it was forfeited, shall, as against all persons claiming to be entitled to the share, be conclusive evidence of the facts therein stated, and such declaration, together with a certificate of proprietorship of the share under the seal delivered to a purchaser or allottee thereof, shall (subject to the execution of any necessary transfer) constitute a good title to the share, and the new holder thereof shall be discharged from all calls made prior to such purchase or allotment, and shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any omission, irregularity or invalidity in or relating to or connected with the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the share.

#### CONVERSION OF SHARES INTO STOCK

45. The Company may, from time to time, by resolution of a general meeting, convert all or any of its paid-up shares into stock and may from time to time, in like manner, re-convert any such stock into paid-up shares of any denomination.
46. When any shares have been converted into stock, the several holders of such stock may transfer their respective interests therein, or any part of such interests, in such manner as the Company in general meeting shall direct, but in default of any such direction 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 will admit. But the Company in

general meeting, or failing a resolution of a general meeting, the directors may if they think fit from time to time fix the minimum amount of stock transferable, and restrict or forbid the transfer of fractions of that minimum, provided that the minimum shall not exceed the nominal amount of the shares from which the stock arose, and may prescribe that stock is to be divided and transferable in units of corresponding amount.

47. The several holders of stock shall be entitled to participate in the dividends and profits of the Company according to the amount of their respective interest in such stock, and such interests shall, in proportion to the amount thereof, confer on the holders thereof respectively the same privileges and advantages for the purpose of voting at meetings of the Company and for other purposes as if they held the shares from which the stock arose, but so that none of such privileges or advantages, except the participation in the dividends, profits and assets of the Company, shall be conferred by any such aliquot part of stock as would not, if existing in shares, have conferred such privilege or advantage.
48. All such provisions of these Articles as are applicable to paid-up shares shall apply to stock, and in all such provisions the words "share" and "shareholder" shall include "stock" and "stockholder".

#### CAPITAL

49. The capital of the Company at the date of the adoption of these Articles is £150,000, divided into 150,000 shares of £1 each.

#### INCREASE OF CAPITAL

50. The Company may from time to time in general meeting, whether or not the shares for the time being authorised shall have been issued, or all the shares for the time being issued shall have been fully called up or not, increase its capital by the creation of new shares, such aggregate increase to be of such amount and to be divided into shares of such respective amounts as the general meeting resolving upon the creation thereof shall direct. Subject and without prejudice to any rights for the time being attached to the shares of any special class, any shares in such increased capital may have attached thereto such special rights or privileges as the general meeting resolving upon the creation thereof shall direct, or, failing such direction, as the Directors shall be resolution determine, and in particular any such shares may be issued with a preferential, deferred or qualified right to dividends or in the distribution of assets and with a special or without any right of voting. Any preference share may 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 (subject to the provisions of the Act) as may be provided by the Articles of Association of the Company for the time being in force.
51. The Company in general meeting may direct that any new shares shall be offered to the existing members in proportion as nearly as the circumstances admit to the

number of existing shares held by them or that the same be offered to the holders of shares of any particular class or classes. Such offer shall be made by notice specifying the number of shares offered, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the member to whom such notice is given that he declines to accept the shares offered, the directors may dispose of the same in such manner as they think most beneficial to the Company; and further if, owing to the proportion which the number of the new shares bears to the number of shares held by members entitled to such offer as aforesaid, or from any other cause, any difficulty shall arise in apportioning the new shares or any of them in manner aforesaid, the directors may in like manner dispose of the shares in respect of which such difficulty arises.

52. Subject to any directions that may be given in accordance with the powers contained in the Memorandum of Association or these Articles, any capital raised by the creation of new shares shall be considered as consisting of ordinary shares, and shall be subject to the same provisions with reference to the payment of calls, transfer, transmission, forfeiture, lien and otherwise as if it had been part of the existing capital.

#### ALTERATIONS OF CAPITAL

53. The Company may from time to time in general meeting:
- (A) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares, or
  - (B) 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, or
  - (C) by sub-division of its existing shares, or any of them, divide its capital, or any part thereof, into shares of smaller amount than is fixed by its Memorandum of Association, and so that as between the holders of the resulting shares one or more of such shares may by the resolution by which the sub-division is effected be given any preference or advantage as regards dividend, capital, voting or otherwise over the others or any other of such shares.
54. Subject to the provisions of sections 135 to 138 (inclusive) of the Act, the Company may from time to time by special resolution reduce its share capital and any capital redemption reserve fund or share premium account.
55. Anything done in pursuance of either of the last two preceding articles shall be done in manner provided and subject to any conditions imposed by the Act, so far as they shall be applicable, and, so far as they shall not be applicable, in accordance with the terms of the resolution authorising the same, and so far as such resolution shall not be applicable, in such manner as the directors deem most expedient, with power for

the directors, on any consolidation of shares, to deal with fractions of shares in any manner they may think fit.

### MODIFICATION OF RIGHTS

56. Subject to the provisions of Section 127 of the Act, all or any of the rights or privileges for the time being attached to any class of shares forming part of the capital for the time being of the Company (and notwithstanding that the Company may be or be about to be in liquidation) may be modified or abrogated in any manner with the sanction of an extraordinary resolution passed at a separate meeting of the members of that class. To any such separate meeting all the provisions of these Articles as to general meetings (including the obligation to notify members as to their right to appoint proxies) shall mutatis mutandis apply, provided always that the necessary quorum shall be members of the class holding or representing by proxy one-third of the capital paid up on the issued shares of the class, and that the members of such class shall on a poll have one vote for each share of the class held by them respectively, provided also that if at any adjourned meeting of the members of such class a quorum as above defined is not present, those members who are present shall form a quorum.

### GENERAL MEETINGS

57. A general meeting shall be held as the annual general meeting in every calendar year, at such time and place as may be determined by the company in general meeting, or failing such determination by the directors, but so that not more than fifteen months shall elapse between the holding of any two successive annual general meetings.
58. All general meetings other than the annual general meeting shall be called extraordinary general meetings.
59. The directors may call an extraordinary general meeting whenever they think fit, and extraordinary general meetings shall also be convened on such requisition, or in default may be convened by such requisites, as provided by the Statutes.
60. Twenty-one days' notice in writing at the least of every meeting convened for the purpose of passing a special resolution and of every annual general meeting and fourteen days' notice in writing at the least of every other general meeting (the length of notice being exclusive in every case both of the day on which the notice is served or deemed to be served and of the day for which the notice is given), specifying the place, the day and the hour of meeting and in the case of special business the general nature of such business, shall be given in manner hereinafter mentioned to such persons, including the auditors, as are under the provisions hereinafter contained or under the Act entitled to receive notices from the Company, provided always that with such consents as are prescribed by Sections 369(3) and 378(3) of the Act a meeting may be convened upon a shorter notice and in such manner as the consenting members may approve; but the accidental omission to give such notice to or the non-



receipt of such notice by any person entitled to receive the same shall not invalidate any resolution passed or proceeding had at any such meeting. Every notice of annual general meeting shall describe the meeting as an Annual General Meeting and every notice of a general meeting or a class meeting shall comply with any requirements of the Statutes as regards the notification to members of their rights as to the appointment of proxies.

#### **PROCEEDINGS AT GENERAL MEETINGS**

61. All business shall be deemed special that is transacted at an extraordinary general meeting. All business that is transacted at an annual general meeting shall also be deemed special, with the exception of sanctioning a dividend, the consideration of the balance sheet and profit and loss account, the group accounts (if any), and the reports of the directors and auditors and other documents required to accompany or be annexed to the balance sheet, the election of directors in place of those retiring and the appointment and fixing of the remuneration of auditors.
62. No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. Three members personally present shall be a quorum for the choice of a chairman, the declaration of a dividend and the adjournment of the meeting. For all other purposes the quorum shall be five members personally present.
63. If within half an hour from the time appointed for the holding of a general meeting a quorum is not present, the meeting, if convened on 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 is not present within fifteen minutes from the time appointed for holding the meeting, the members present shall be a quorum.
64. The chairman, with the consent of any meeting at which a quorum is present, may adjourn the meeting from time to time and from place to place, as the meeting shall determine. Whenever a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the members shall not be entitled to any notice of an adjournment or of the business to be transacted at an adjourned meeting. No business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place.
65. The chairman (if any) of the board of directors shall preside at every general meeting, but if there be no such chairman or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding the same, or shall be present but unwilling to act as chairman, the members present shall choose some director, or if no director be present, or if all the directors present decline to take the chair, one of themselves to be chairman of the meeting.

66. At any general meeting of the Company a resolution put to the vote of the meeting shall be decided on a show of hands unless before or upon the declaration of the result of the show hands a poll be demanded by the chairman of the meeting or by at least three members for the time being entitled to vote at the meeting, or by a member or members representing one-tenth or more of the total voting rights of all the members having the right to vote at the meeting, or by a member or members holding shares 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, and unless a poll be so demanded a declaration by the chairman of the meeting that a resolution has been carried, or carried unanimously or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the 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.
67. The instrument appointing a proxy to vote at a meeting shall be deemed to confer authority to demand or join in demanding a poll, and for the purposes of the last preceding article a demand by a person as proxy for a member shall be the same as a demand by the member.
68. Subject as provided in article 69, if a poll be demanded in manner aforesaid, it shall be taken at such time (within fourteen days) and place and in such manner as the chairman shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
69. No poll shall be demanded on the election of a chairman of a meeting or on any question of adjournment.
70. In the case of an equality of votes, either on a show of hands or at a poll, the chairman of the meeting shall be entitled to a further or casting vote in addition to the votes to which he may be entitled as a member.
71. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

#### VOTES OF MEMBERS

72. Subject to any special rights, restrictions or prohibitions as regards voting for the time being attached to any special class of shares in the capital of the Company, on a show of hands every member personally present shall have one vote only, and in case of a poll every member shall (subject as hereinafter provided) have one vote for every £1 of share capital held by him.
73. If a member be of unsound mind, or non compos mentis, he may vote, whether on

a show of hands or at a poll, by his receiver, committee, curator bonis, or other legal curator, and such last mentioned persons may give their votes by proxy on a poll.

74. If two or more persons are jointly entitled to a share, then, in voting upon any question, the vote of a senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other holders of the share, and for this purpose seniority shall be determined by the order in which the names stand in the register of members.
75. Save as herein expressly provided, no member other than a member duly registered who shall have paid everything for the time being due from him and payable to the Company in respect of his shares, shall be entitled on any question either personally or by proxy at any general meeting.
76. Votes may be given either personally or by proxy. On a show of hands a member present only by proxy shall have no vote, but a proxy for a corporation may vote on a show of hands. A proxy need not be a member.
77. On a poll taken at a meeting of the Company or at a meeting of any class of members a member entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way.
78. Any corporation which is a member of this Company may, by resolution of its directors or other governing body, authorise any person to act as its representative at any meeting of this Company or of any class of members thereof; and such representative shall be entitled to exercise the same powers on behalf of the corporation which he represents as if he had been an individual shareholder, including power, when personally present, to vote on show of hands.
79. The instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney duly authorised in writing, or if such appointor is a corporation under its common seal or under the hand of some officer or attorney duly authorised in that behalf.
80. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed, or a notarially certified or office copy of such power or authority, shall be deposited at the office at least forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in such instrument proposes to vote, or in the case of a poll not less than twenty-four hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.
81. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or authority under which it was executed, provided that no intimation in writing of the death, insanity or revocation shall have been received at the office one hour at

least before the time fixed for holding the meeting.

82. Any instrument appointing a proxy shall be in the following form, with such variations as circumstances may require or the Statutes permit or in such other form as the Stock Exchange Authorities may approve.

**"SEVERN VALLEY RAILWAY (HOLDINGS) LIMITED"**

"I

of \_\_\_\_\_ a member of the above-named Company, hereby  
appoint \_\_\_\_\_ of \_\_\_\_\_ and  
failing him, \_\_\_\_\_ of \_\_\_\_\_ to vote for  
me and on my behalf at the [annual, extraordinary, or adjourned, as the case may be]  
general meeting of the Company to be held on the \_\_\_\_\_ day of \_\_\_\_\_  
and at every adjournment thereof for/against \* the resolution[s] to be  
proposed thereat.

As witness my hand this \_\_\_\_\_ day of \_\_\_\_\_ 199

\*Strike out whichever is not desired. Unless otherwise instructed the proxy will vote  
or obtain from voting as he thinks fit.

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

**DIRECTORS**

83. Until otherwise determined by a general meeting the number of directors shall not be less than nine nor more than twelve of which two directors will from time to time be appointed and removed by the board of Severn Valley Railway Company Limited and a further director will from time to time be appointed and removed by the committee of Severn Valley Railway Association. Any such appointment or removal shall be in writing under the hand of the secretary of the said Company or as the case may be the said Association and shall take effect as and when delivered to or deposited at the registered office of the Company.

As at the date of the adoption of this article Mr. D.E. Guest and Mr. C.R.P. Ridgway are for the purposes of this article deemed to have been appointed to the board of the Company by the said Severn Valley Railway Company Limited.

84. Unless and until otherwise determined by the Company in general meeting, either generally or in any particular case, no director shall vacate or be required to vacate his office as a director on or by reason of his attaining or having attained the age of seventy or any other age, and any director retiring or liable to retire under the provisions of these articles and any person proposed to be appointed a director shall be capable of being re-appointed or appointed (as the case may be) as a director

Notwithstanding that at the time of such re-appointment or appointment he has attained the age of seventy, and no special notice need be given of any resolution for the re-appointment or appointment or approving the appointment as a Director of a person who shall have attained the age of seventy, and it shall not be necessary to give to the members notice of the age of any director or person proposed to be re-appointed or appointed as such.

85. The directors may from time to time appoint any other person to be a director either to fill a casual vacancy or by way of addition to the board, but so that the maximum number fixed as above shall not be thereby exceeded. Any director appointed under this article shall hold office only until the annual general meeting following next after his appointment, when he shall retire, but shall be eligible for election as a director at that meeting.
86. The continuing directors at any time may act, notwithstanding any vacancy in their body; provided always that in case the directors shall at any time be or be reduced in number to less than the minimum number fixed by or in accordance with these articles, it shall be lawful for them to act as directors for the purpose of filling up vacancies in their body or calling a general meeting of the company, but not for any other purpose.
87. The qualification of a director shall be the holding in his own right alone, and not jointly with any other person, of shares or stock of the Company of the nominal value of £250, and Section 291 of the Act shall be duly complied with by every director. Until otherwise determined by a general meeting any director appointed by Severn Valley Railway Company Limited or Severn Valley Railway Association shall be required to hold a share qualification in his own right of a nominal value of £50.
88. The remuneration of the directors shall from time to time be determined by the Company in general meeting, and any such remuneration shall (unless otherwise directed by the resolution by which it is voted) be divided amongst the directors as they shall agree, or, failing agreement, equally. The directors shall also be entitled to be repaid all travelling, hotel and other expenses properly incurred by them in and about the business of the Company, including their expenses of travelling to and from board or committee meetings.
89. The directors may grant special remuneration to any member of the board who, being called upon, shall be willing to render any special or extra services to the Company, or to go or reside abroad in connection with the conduct of any of the affairs of the company. Such special remuneration may be made payable to such director in addition to or in substitution for his ordinary remuneration as a director and may be made payable by a lump sum or by way of salary, or by a percentage of profits, or by any or all of those modes.
90. Subject to the provisions of Sections 312 and 313 of the Act, and without prejudice to any other powers conferred upon them by the articles of the company, 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 to his widow or dependents and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance

### MANAGING DIRECTORS

91. The directors may from time to time appoint one or more of their body to be managing director or managing directors, for such period, at such remuneration and upon such terms as to the duties to be performed, the powers to be exercised and all other matters as they think fit, but so that no managing director shall be invested with any powers or entrusted with any duties which the directors themselves could not have exercised or performed. The remuneration of a managing director may be by way of salary or commission or participation in profits, or by any or all of those modes, and it may be made a term of his appointment that he be paid a pension or gratuity on retirement from his office.
92. A managing director shall not, while he continues to hold that office, be subject to retirement by rotation, and he shall not be taken into account in determining the rotation of retirement of directors, but he shall (subject to the provisions of any contract between him and the Company) be subject to the same provisions as to removal as the other directors of the Company, and if he ceases to hold the office of director he shall, ipso facto and immediately, cease to be a managing director.

### SECRETARY

93. The secretary shall be appointed by the directors for such time at such remuneration and upon such conditions as they may think fit, and any secretary so appointed may be removed by them. The provisions of Sections 283(1) to 283(3) and 384 of the Act shall apply and be observed. The directors may from time to time if there is no secretary or no secretary capable of acting by resolution appoint an assistant or deputy secretary, who shall be deemed to be the secretary during the term of his appointment.

### THE SEAL

94. The seal shall not be affixed to any instrument except by the authority of a resolution of the board, and in the presence of at least one director and of the secretary, and the said director and the secretary shall sign every instrument to which the seal shall be so affixed in their presence and, in favour of any purchaser or person bona fide dealing with the Company, such signatures shall be conclusive evidence of the fact that the seal has been properly affixed. Every certificate for shares, stock, debenture stock or representing any other form of security (other than letters of allotment or script certificates) shall be issued under the seal.

## POWERS OF DIRECTORS

95. The business of the Company shall be managed by the directors, who may exercise all such powers of the Company (including the power expressly mentioned in clause 3 of the memorandum of association of the Company), and do on behalf of the Company all such acts as may be exercised and done by the Company and as are not by the Act or by these articles required to be exercised or done by the Company in general meeting, subject, nevertheless, to any regulations of these articles, to the provisions of the Statutes, and to such regulations being not inconsistent with the aforesaid regulations or 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.
96. The directors may make such arrangements as may be thought fit for the management of the Company's affairs abroad, and may for this purpose (without prejudice to the generality of their powers) appoint local boards, attorneys and agents, and fix their remuneration and delegate to them such powers as may be deemed requisite or expedient. The Company may exercise all the powers of Section 39 of the Act, and the official seal shall be affixed by the authority and in the presence of, and the instruments sealed therewith shall be signed by, such persons as the Directors shall from time to time by writing under the seal appoint. The Company may also exercise the powers of Section 362 of the Act with reference to the keeping of overseas branch registers. The obligations and conditions imposed by those sections and any sections ancillary thereto shall be duly observed.
97. (A) Subject as hereinafter provided the directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, and to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.
- (B) The directors shall restrict the borrowings of the Company and exercise all voting and other rights or powers of control exercisable by the Company in relation to its subsidiary companies (if any) so as to secure (so far as by such restriction and exercise they can do so) that the aggregate amount for the time being remaining undischarged of all moneys borrowed by the Company and/or any of its subsidiary companies (exclusive of moneys borrowed by the Company from and for the time being owing to any such subsidiary or by any such subsidiary from and for the time being owing to the Company or another such subsidiary) shall not at any time without the previous sanction of an ordinary resolution of the Company exceed twice the amount paid up on the share capital of the Company for the time being would for the purposes of the said limit the issue of debentures shall be deemed to constitute borrowing notwithstanding that the same may be issued in whole or in part for a consideration other than cash.

- (C) No person dealing with the Company or any of its subsidiaries shall by reason of the foregoing provisions be concerned to see or enquire whether the said limit is observed and no debt incurred or security given in excess of such limit shall be invalid or ineffectual unless the lender or the recipient of the security had at the time when the debt was incurred or security given express notice that the limit hereby imposed had been or was thereby exceeded.

98. All moneys, bills and notes belonging to the Company shall be paid to or deposited with the Company's bankers to an account to be opened in the name of the Company. Cheques on the Company's bankers, unless and until the directors shall otherwise from time to time resolve, shall be signed by at least two directors and countersigned by the Secretary.

### DISQUALIFICATION OF DIRECTORS

99. The office of a director shall be vacated -

- (A) If a receiving order is made against him, or he makes any arrangement or composition with his creditors.
- (B) If he becomes of unsound mind.
- (C) If he ceases to hold the number of shares required to qualify him for office or does not acquire the same within two months after election or appointment.
- (D) If he absents himself from the meetings of the directors during a continuous period of six months without special leave of absence from the directors, and they pass a resolution that he has by reason of such absence vacated office.
- (E) If he ceases to be a director by virtue of any provision of the Act or he is prohibited by law from being a director.
- (F) If by notice in writing to the Company he resigns his office.
- (G) If he is removed from office by a resolution duly passed pursuant to Section 303 of the Act.

100. A director may hold any other office or place of profit under the Company (except that of auditor) in conjunction with his office of director and on such terms as to remuneration and otherwise as the directors shall approve.

101. A director may contract with and be interested in any contract or proposed contract with the Company either as vendor, purchaser or otherwise, and shall not be liable to account for any profit made by him by reason of any such contract or proposed contract provided that the nature of the interest of the director be declared at a



meeting of the directors as required by and subject to the provisions of Section 317 of the Act. No director shall vote as a director in respect of any contract or arrangement in which he shall be interested, and if he do so vote his vote shall not be counted; but this provision shall not apply to any arrangement for giving a director security for advances or by way of indemnity or to any allotment to or any contract or arrangement for the underwriting or subscription by a director of shares or debentures of the Company or to any arrangement made in exercise of the powers conferred by Article 90, or to any contract or arrangement in which the director is interested as a member or officer of Severn Valley Railway Company Limited or Severn Valley Railway Association.

102. Any director may continue to be or become a director, managing director, manager or other officer or member of any other company in which this Company may be interested, and (unless otherwise agreed) no such director shall be accountable for any remuneration or other benefits received by him as a director, managing director, manager or other officer or member of any such company. Notwithstanding anything contained in the last preceding article, the directors may exercise the voting powers conferred by the shares in any other company held or owned by the Company, or exercisable by them as directors of such other company, in such manner in all respects as they think fit (including the exercise thereof in favour of any resolution appointing themselves or any of them directors, managing directors, managers or other officers of such company), and any director of the Company may vote in favour of the exercise of such voting rights in manner aforesaid, notwithstanding that he may be, or be about to be, appointed a director, managing director, manager or other officer of such other company, and as such is or may become interested in the exercise of such voting rights in manner aforesaid.

### ROTATION OF DIRECTORS

103. At the annual general meeting in every year, one-third of the directors for the time being or if their number is not a multiple of three then the number nearest to but not exceeding one-third shall retire from office.
104. The directors to retire at the annual general meeting in every year shall be the directors who have been longest in office since their last election. As between directors of equal seniority, the directors to retire shall in the absence of agreement be selected from among them by lot. A retiring director shall be eligible for re-election and shall act as a director throughout the meeting at which he retires.
105. The Company may at the meeting at which any director retires in manner aforesaid, fill up the vacated office by electing a person thereto. In default the retiring director shall be deemed to have been re-elected unless at such meeting it is resolved not to fill up the vacated office or a resolution for the re-election of the retiring director has been rejected.
106. No person not being a director retiring at the meeting shall, unless recommended by

the directors for election, be eligible for the office of director at any general meeting unless, within the prescribed time before the day appointed for the meeting, there shall have been given to the secretary notice in writing by some member duly qualified to be present and vote at the meeting for which such notice is given, of his intention to propose such person for election and also notice in writing, signed by the person to be proposed, of his willingness to be elected.

107. The prescribed time above mentioned shall be such that, between the date when the notice is served, or deemed to be served, and the day appointed for the meeting, there shall be not less than four nor more than forty two clear intervening days.
108. The Company may from time to time in general meeting increase or reduce the number of directors, and may make the appointments necessary for effecting any such increase, and may determine in what rotation should increased or reduced number shall go out of office.
109. In addition and without prejudice to the provisions of Section 303 of the Act, the Company may by ordinary resolution remove any director before the expiration of his period of office and may, if thought fit, by ordinary resolution appoint another person in his stead; any person so appointed retain his office so long only as the director in whose place he is appointed would have held the same if he had not been removed, but shall be eligible for re-election.

#### PROCEEDINGS OF DIRECTORS

110. The directors or any committee of directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business. Until otherwise determined three shall be 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.
111. A director may, and on the request of a director the secretary shall, at any time summon a meeting of the directors by notice served upon the several members of the board; but a director who is absent from the United Kingdom shall not be entitled to notice of any meeting of directors.
112. The directors or any committee of the directors may from time to time elect a chairman, who shall preside at their meetings, 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, a substitute for that meeting shall be appointed by such meeting from among the directors present.
113. The directors may delegate any of their powers, other than the powers to borrow and make calls, to committees consisting of such member or members of their body as they think fit. Any committee so formed shall in the exercise of the power so

delegated conform to any regulations that may from time to time be imposed upon them by the board.

114. All acts bona fide done by any meeting of directors, or by a committee of directors or by any person acting as a director, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a director.
115. The directors shall cause proper minutes to be made in books to be provided for the purpose of all appointments of officers made by the directors, of the proceedings of all meetings of directors and committees of directors, and of the attendances thereat, and of the proceedings of all meetings of the Company and all business transacted, resolutions passed and orders made at such meetings, and any such minutes of any such meeting, if purporting to be signed by the chairman of such meeting, or by the chairman of the next succeeding meeting of the company or directors or committee, as the case may be, shall be sufficient evidence without any further proof of the facts therein stated.

#### **DIVIDENDS AND RESERVE FUND**

116. Subject to any rights or privileges for the time being attached to any shares in the capital of the Company having preferential, deferred or other special rights in regard to dividends, the profits of the Company which it shall from time to time be determined to distribute by way of dividend shall be applied in payment of dividend upon the shares of the Company in proportion to the amounts paid up thereon respectively otherwise than in advance of calls.
117. The Company in general meeting may from time to time declare dividends, but no such dividend shall (except as by the statutes expressly authorized) be payable otherwise than out of the profits of the Company. No higher dividend shall be paid than is recommended by the directors, and a declaration by the directors as to the amount of the profits at any time available for dividends shall be conclusive. The directors may, if they think fit, and if in their opinion the position of the Company justifies such payment, from time to time to pay an interim dividend, or pay any preferential dividends on shares issued upon the terms that the preferential dividends thereon shall be payable on fixed dates.
118. With the sanction of a general meeting, dividends may be paid wholly or in part in specie, and may be satisfied in whole or in part by the distribution amongst the members in accordance with their rights of fully paid shares, stock or debentures or any other company, or of another property suitable for distribution as aforesaid. The directors shall have full liberty to make all such valuations, adjustments and arrangements, and to issue all such certificates or documents of title as may in their opinion be necessary or expedient with a view to facilitating the equitable distribution

amongst the members of any dividends or portions of dividends to be satisfied as aforesaid or to giving them the benefit of their proper shares and interests in the property, and no valuation, adjustment or arrangement so made shall be questioned by any member.

119. The directors may, before recommending any dividend, set aside out of the profits of the Company such sums as they think proper to a reserve fund or reserve account, which shall at the discretion of the directors be applicable for meeting contingencies, or for repairing or maintaining any works connected with the business of the Company, or for any other purposes for which the profits of the Company may lawfully be applied, or shall, with the sanction of the Company in general meeting, be as to the whole or in part applicable for equalising dividends, or for distribution by way of special dividend or bonus, and the directors may divide the reserve fund into separate funds for special purposes, and may either employ the sums from time to time carried to the credit of such fund or funds in the business of the Company or invest the same in such investments (other than the shares of the Company) as they may select. The directors may also from time to time carry forward such sums as they may deem expedient in the interests of the Company.
120. The directors may deduct from any dividend or other moneys payable in respect of any shares held by a member, either alone or jointly with any other member, all such sums of money (if any) as may be due and payable by him either alone or jointly with any other person to the Company on account of calls or otherwise.
121. Any dividend, instalment of dividend or interest in respect of any share may be paid by cheque or warrant payable to the order of the member entitled thereto, or (in the case of joint holders) of that member whose name stands first on the register in respect of the joint holding. Every such cheque or warrant shall (unless otherwise directed) be sent by post to the last registered address of the member entitled thereto, and the receipt of the person whose name appears on the register of members as the holder of any share, or, in the case of joint holders, of any one of such holders, or of his or their agent duly appointed in writing, shall be a good charge to the Company for all dividends or other payments made in respect of such share. Every such cheque or warrant shall be sent at the risk of the person entitled to the money represented thereby.
122. No unpaid dividend or interest shall bear interest as against the Company.

#### **CAPITALISATION OF RESERVES, ETC.**

123. Subject to any necessary sanction or authority being obtained the Company in general meeting may at any time and from time to time pass a resolution that any sum not required for the payment or provision of any fixed preferential dividends, and (A) for the time being standing to the credit of any reserve fund or reserve account of the Company, including premiums received on the issue of any shares, debentures or debenture stock of the Company, or (B) being undivided net profits in the hands of

the Company, be capitalised, and that such sum be appropriated as capital to and amongst the ordinary shareholders in the shares and proportions in which they would have been entitled thereto if the same had been distributed by way of dividend on the ordinary shares, and in such manner as the resolution may direct, and such resolution shall be effective; and the directors shall in accordance with such resolution apply such sum in paying up in full any unissued shares in the capital of the Company, or (save as regards any amount standing to the credit of a share premium account or capital redemption reserve fund) any debentures or debenture stock of the Company, on behalf of the ordinary shareholders aforesaid, and appropriate such shares, debentures or debenture stock to, and distribute the same credited as fully paid up amongst, such shareholders in the proportions aforesaid, in satisfaction of their shares and interests in the said capitalised sum, or (save as regards any such amount as aforesaid) shall apply the sum so resolved to be capitalised or any part thereof on behalf of the shareholders aforesaid in paying up the whole or part of any uncalled balance which shall for the time being be unpaid in respect of any issued ordinary shares held by such shareholders. Where any difficulty arises in respect of any such distribution the directors may settle the same as they think expedient, and in particular they may issue fractional certificates, fix the value for distribution of any fully paid-up shares, debentures or debenture stock, make cash payments to adjust rights, and vest any such shares, debentures or debenture stock in trustees upon such trusts for or for the benefit of the persons entitled to share in the appropriation and distribution as may seem just and expedient to the directors. When deemed requisite a proper contract for the allotment and acceptance of any shares to be distributed as aforesaid shall be delivered to the Registrar of Companies for registration in accordance with Section 88 of the Act, and the directors may appoint any person to sign such contract on behalf of the persons entitled to share in the appropriation and distribution, and such appointment shall be effective.

## ACCOUNTS

124. The directors shall cause proper books of account to be kept:
- (A) of the assets and liabilities of the Company,
  - (B) of the sums of money received and expended by the Company, and the matters in respect of which such receipts and expenditure take place, and
  - (C) of all sales and purchases of goods by the Company, and such books shall be so kept as to give a true and fair view of the state of the Company's affairs and to explain its transactions. The books of account shall be kept at the office, or , subject to Section 147 (3) of the Act, at such other place or places as the directors shall think fit, and shall always be open to the inspection of the directors.
125. The directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and

books of the Company, or any of them, shall be open to the inspection of members, and no member (not being a director) shall have any right of inspecting any account or book or document of the Company except as conferred by the Act or authorised by the directors or by a resolution of the Company in general meeting.

126. Once at least in every year the directors shall lay before the Company in general meeting a profit and loss account for the period since the preceding account made up to a date not more than six months before such meeting and in conformity with the requirements of the Act.
127. A balance sheet shall be made out in every year and laid before the Company in general meeting. Such balance sheet shall contain all such particulars as are required by the Act, and shall be made up as at the date to which the profit and loss account is made up, and shall be accompanied by or have annexed or attached thereto a report of the directors as to the state of the Company's affairs (which shall duly comply with the requirements of the Act), a report of the auditors, such group accounts (if any), and such other documents as are required by the statutes to accompany the same or to be annexed or attached thereto. Printed copies of all such documents as aforesaid shall, twenty one clear days at least before each meeting, be delivered or sent by post to the registered address of every member who is entitled to receive the same, to the auditors, and to every holder of debentures of the Company who is entitled to receive the same, as required by Sections 240 and 246 of the Act but subject as provided in paragraphs (b) and (c) of Subsection (3) of that section, and four copies of each of the said documents shall at the same time be forwarded to the Secretary of the Share and Loan Department, The Stock Exchange, London. The auditors' report shall be read before the Company in general meeting and shall be open to inspection by any member.

#### AUDIT

128. Once at least in every year the accounts of the Company shall be examined, and the correctness of the profit and loss account and balance sheet ascertained by one or more properly qualified auditor or auditors.
129. The appointment, powers, rights, remuneration and duties of the auditors shall be regulated by the provisions of the statutes relating thereto.

#### NOTICES

130. A notice or other document may be served by the Company upon any member either personally or by sending it through the post in a prepaid letter addressed to such member at his registered address.
131. All notices directed to be given to the members shall with respect of any share to which persons are jointly entitled be given to whichever of such persons is named first in the register of members, and notice so given shall be sufficient notice to all

the holders of such share.

132. Any member described in the register of members by an address not within the United Kingdom who shall from time to time give to the Company an address within the United Kingdom at which notices may be served upon him shall be entitled to have notices served upon him at such address, but, save as aforesaid and as provided by the Act, only those members who are described in the register of members by an address within the United Kingdom shall be entitled to receive any notices from the Company.
133. Any summons, notice, order or other document required to be sent to or served upon the Company, or upon any officer of the Company, may be sent or served by leaving the same or sending it through the post in a prepaid registered letter addressed to the Company, or to such officer, at the office.
134. Any notice or other document if served by post shall be deemed to have been served on the day following that on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice or document was properly addressed and put into the post office as a prepaid letter or prepaid registered letter as the case may be.
135. Any notice or other document served upon or sent to any member in accordance with these articles shall, notwithstanding that he be then deceased or bankrupt, and whether the Company have notice of his death or bankruptcy or not, be deemed to be duly served or sent in respect of any shares held by him (either alone or jointly with others) until some other person is registered in his stead as the holder or joint holder of such shares, and such service or sending shall be a sufficient service or sending on or to his executors, administrators or assigns and all other persons (if any) interested in such shares.

#### WINDING UP

136. If the Company shall be wound up the liquidators (whether voluntary or official) may, with the sanction of an extraordinary resolution, divide among the members in specie any part of the assets of the Company and may, with the like sanction, vest any part of the assets of the Company in trustees upon such trusts for or for the benefit of the members or any of them as the liquidators with the like sanction shall think fit. Any such resolution may provide for and sanction a distribution of any specific assets amongst different classes of members otherwise than in accordance with their existing rights, but no member shall be compelled to accept any asset upon which there is a liability.

#### INDEMNITY

137. Every director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities (including any such

liability as is mentioned in Section 310(3) of the Act), which he may sustain or incur in or about the execution of his office or otherwise in relation thereto, and no director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this article shall only have effect in so far as its provisions are not avoided by Section 310 of the Act.



104627H

SEVERN VALLEY RAILWAY (HOLDINGS) PLC

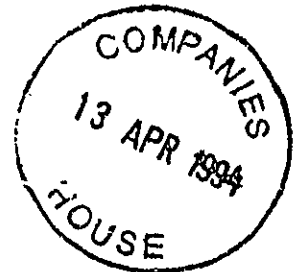
Certified as a true copy of the  
original this 12<sup>TH</sup> day  
of APRIL 1994

*Harrison Clark*  
.....  
Harrison Clark  
Solicitors, Worcester.

\_\_\_\_\_  
DIRECTORS POWER OF ATTORNEY  
\_\_\_\_\_

DONOR: MICHAEL RICHARD YORK

DATE: [ 24<sup>th</sup> March 1994 ]



\_\_\_\_\_  
HARRISON  
CLARK  
\_\_\_\_\_  
SOLICITORS

COMPANY COMMERCIAL DEPARTMENT

5 Deansway, Worcester, WR1 2JG. Telephone : Worcester (0905) 612001

## DIRECTORS POWER OF ATTORNEY

THIS POWER OF ATTORNEY is made the 29<sup>th</sup> day of <sup>March</sup> April One thousand nine hundred and ninety four by MICHAEL RICHARD YORK of 106 Coppice View Road, Sutton Coldfield, West Midlands, B73 6UF.

I, MICHAEL RICHARD YORK, in my capacity as a Director of Severn Valley Railway (Holdings) plc ("the Company") HEREBY IRREVOCABLY APPOINT any Director for the time being of the Company to be my attorney in my name and on my behalf to all acts and things and execute (under seal or under hand) any and all consents, documents or deeds which may in my attorney's opinion be necessary or desirable in connection with or incidental to the proposed offer of shares to the public by Prospectus and in particular (but without prejudice to the generality of the foregoing) the following:-

1. to act as my alternate director at any meetings of the Board of Directors of the Company; and
2. to sign and deliver under hand or under seal (as appropriate):-
  - (a) a Prospectus, including a responsibility statement; and
  - (b) any other deeds, agreements or documents in any way connected with or incidental to the proposed offer.

In connection with paragraph 2(a) above, I am aware that a statement relating to the responsibility of Directors in the following form, or substantially to the following effect, will be included in a Prospectus and hereby appoint the other Directors of the Company jointly and severally as my attorney in my name and on my behalf to sign such a statement:-

"The Directors have taken all reasonable care to ensure that the facts stated in this document are true and accurate in all material respects and that there are no other material facts the omission of which would make misleading any statement in this documents whether of fact or of opinion and accept responsibility accordingly."

I agree to ratify all actions, deeds, documents and things done by my attorney hereunder.

AND IT IS DECLARED that this Power of Attorney shall cease and determine at the expiry of [six] months from the date hereof.

This Power of Attorney shall be governed by and construed in accordance with English Law.

IN WITNESS whereof this Deed has been executed in manner hereinafter appearing the day and year first before written.

SIGNED AND DELIVERED  
by MICHAEL RICHARD YORK  
in the presence of:-

Name

Address 5 Deanbury  
12065202  
W61 2 JX

Occupation . . . . .

*Michael York*

**SEVERN VALLEY RAILWAY (HOLDINGS) PLC**

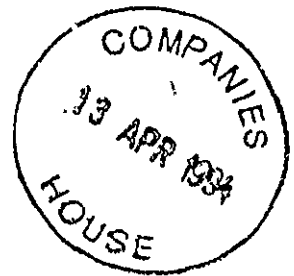
Certified as a true copy of the  
original this 12<sup>th</sup> day  
of April 1994

*Harrison Clark*  
Harrison Clark  
Solicitors, Worcester.

## DIRECTORS POWER OF ATTORNEY

DONOR: ALFRED DAVID OWEN

DATE: [29<sup>TH</sup> MARCH 1994]



**HARRISON  
CLARK**  
SOLICITORS

COMPANY COMMERCIAL DEPARTMENT

5 Deansway, Worcester, WR1 2JG. Telephone : Worcester (0905) 612001

### DIRECTORS POWER OF ATTORNEY

THIS POWER OF ATTORNEY is made the 29<sup>th</sup> day of <sup>March</sup> ~~April~~ One thousand nine hundred and ninety four by ALFRED DAVID OWEN of Mill Dam House, Mill Lane, Aldridge, Walsall, West Midlands, WS9 0NB.

I, ALFRED DAVID OWEN, in my capacity as a Director of Severn Valley Railway (Holdings) plc ("the Company") HEREBY IRREVOCABLY APPOINT any Director for the time being of the Company to be my attorney in my name and on my behalf to all acts and things and execute (under seal or under hand) any and all consents, documents or deeds which may in my attorney's opinion be necessary or desirable in connection with or incidental to the proposed offer of shares to the public by Prospectus and in particular (but without prejudice to the generality of the foregoing) the following:-

1. to act as my alternate director at any meetings of the Board of Directors of the Company; and
2. to sign and deliver under hand or under seal (as appropriate):-
  - (a) a Prospectus, including a responsibility statement; and
  - (b) any other deeds, agreements or documents in any way connected with or incidental to the proposed offer.

In connection with paragraph 2(a) above, I am aware that a statement relating to the responsibility of Directors in the following form, or substantially to the following effect, will be included in a Prospectus and hereby appoint the other Directors of the Company jointly and severally as my attorney in my name and on my behalf to sign such a statement:-

"The Directors have taken all reasonable care to ensure that the facts stated in this document are true and accurate in all material respects and that there are no other material facts the omission of which would make misleading any statement in this documents whether of fact or of opinion and accept responsibility accordingly."

I agree to ratify all actions, deeds, documents and things done by my attorney hereunder.

AND IT IS DECLARED that this Power of Attorney shall cease and determine at the expiry of [six] months from the date hereof.

This Power of Attorney shall be governed by and construed in accordance with English Law.

IN WITNESS whereof this Deed has been executed in manner hereinafter appearing the day and year first before written.

SIGNED AND DELIVERED  
by ALFRED DAVID OWEN  
in the presence of:-

*A. David Owen*

Name *James H. Hayer*

Address *5 Darnley Road  
Walsall  
WS1 2JG*

Occupation *Self Employed*

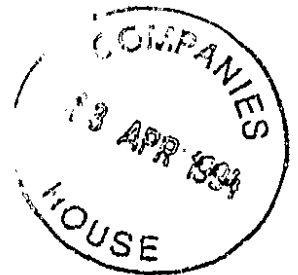
1046274

SEVERN VALLEY RAILWAY (HOLDINGS) PLC

Certified as a true copy of the  
original this 12<sup>TH</sup> day  
of APRIL 19 76

*Harrison Clark*  
.....  
Harrison Clark  
Solicitors, Worcester.

\_\_\_\_\_  
DIRECTORS POWER OF ATTORNEY  
\_\_\_\_\_



DONOR: ALVIN BARKER

DATE: [ 29<sup>th</sup> March 1994 ]

\_\_\_\_\_  
HARRISON  
CLARK  
\_\_\_\_\_  
SOLICITORS

COMPANY COMMERCIAL DEPARTMENT

5 Deansway, Worcester, WR1 2JG. Telephone : Worcester (0905) 612001

### DIRECTORS POWER OF ATTORNEY

THIS POWER OF ATTORNEY is made the 29<sup>th</sup> day of <sup>March</sup> April One thousand nine hundred and ninety four by ALVIN BARKER of 60 Beech Lane, Macclesfield, Cheshire, SK10 2DS.

I, ALVIN BARKER, in my capacity as a Director of Severn Valley Railway (Holdings) plc ("the Company") HEREBY IRREVOCABLY APPOINT any Director for the time being of the Company to be my attorney in my name and on my behalf to all acts and things and execute (under seal or under hand) any and all consents, documents or deeds which may in my attorney's opinion be necessary or desirable in connection with or incidental to the proposed offer of shares to the public by Prospectus and in particular (but without prejudice to the generality of the foregoing) the following:-

1. to act as my alternate director at any meetings of the Board of Directors of the Company; and
2. to sign and deliver under hand or under seal (as appropriate):-
  - (a) a Prospectus, including a responsibility statement; and
  - (b) any other deeds, agreements or documents in any way connected with or incidental to the proposed offer.

In connection with paragraph 2(a) above, I am aware that a statement relating to the responsibility of Directors in the following form, or substantially to the following effect, will be included in a Prospectus and hereby appoint the other Directors of the Company jointly and severally as my attorney in my name and on my behalf to sign such a statement:-

"The Directors have taken all reasonable care to ensure that the facts stated in this document are true and accurate in all material respects and that there are no other material facts the omission of which would make misleading any statement in this documents whether of fact or of opinion and accept responsibility accordingly."

I agree to ratify all actions, deeds, documents and things done by my attorney hereunder.

AND IT IS DECLARED that this Power of Attorney shall cease and determine at the expiry of [six] months from the date hereof.

This Power of Attorney shall be governed by and construed in accordance with English Law.

IN WITNESS whereof this Deed has been executed in manner hereinafter appearing the day and year first before written.

SIGNED AND DELIVERED  
by ALVIN BARKER  
in the presence of:-

Name

Address

Occupation

5 DUNSTON  
WARRINGTON  
WIR 2 1G

SEVERN VALLEY RAILWAY

1046274

SEVERN VALLEY RAILWAY (HOLDINGS) PLC

Certified as a true copy of the  
original this 12<sup>TH</sup> day  
of APRIL 1994

*Harrison Clark*  
.....  
Harrison Clark  
Solicitors, Worcester.

\_\_\_\_\_  
DIRECTORS POWER OF ATTORNEY  
\_\_\_\_\_



DONOR: ALAN DAVIES

DATE: [29 March 1994]

\_\_\_\_\_  
HARRISON  
CLARK  
\_\_\_\_\_  
SOLICITORS

COMPANY COMMERCIAL DEPARTMENT

5 Deansway, Worcester, WR1 2JG. Telephone : Worcester (0905) 612001

## DIRECTORS POWER OF ATTORNEY

THIS POWER OF ATTORNEY is made the <sup>March 25</sup> day of ~~April~~ One thousand nine hundred and ninety four by ALAN DAVIES of 4 McBean Road, New Bridge, Wolverhampton, West Midlands, WV6 0JQ

I, ALAN DAVIES, in my capacity as a Director of Severn Valley Railway (Holdings) plc ("the Company") HEREBY IRREVOCABLY APPOINT any Director for the time being of the Company to be my attorney in my name and on my behalf to all acts and things and execute (under seal or under hand) any and all consents, documents or deeds which may in my attorney's opinion be necessary or desirable in connection with or incidental to the proposed offer of shares to the public by Prospectus and in particular (but without prejudice to the generality of the foregoing) the following:-

1. to act as my alternate director at any meetings of the Board of Directors of the Company; and
2. to sign and deliver under hand and under seal (as appropriate):-
  - (a) a Prospectus, including a responsibility statement; and
  - (b) any other deeds, agreements or documents in any way connected with or incidental to the proposed offer.

In connection with paragraph 2(a) above, I am aware that a statement relating to the responsibility of Directors in the following form, or substantially to the following effect, will be included in a Prospectus and hereby appoint the other Directors of the Company jointly and severally as my attorney in my name and on my behalf to sign such a statement:-

"The Directors have taken all reasonable care to ensure that the facts stated in this document are true and accurate in all material respects and that there are no other material facts the omission of which would make misleading any statement in this documents whether of fact or of opinion and accept responsibility accordingly."

I agree to ratify all actions, deeds, documents and things done by my attorney hereunder.

AND IT IS DECLARED that this Power of Attorney shall cease and determine at the expiry of [six] months from the date hereof.

This Power of Attorney shall be governed by and construed in accordance with English Law.

IN WITNESS whereof this Deed has been executed in manner hereinafter appearing the day and year first before written.

SIGNED AND DELIVERED  
by ALAN DAVIES  
in the presence of:-

Name

Address

Occupation

5 DEANWAY  
WOLVERHAMPTON  
WV6 2JG

SOLICITOR





1046274

SEVERN VALLEY RAILWAY (HOLDINGS) PLC

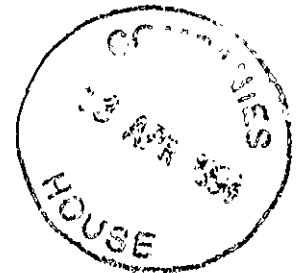
Certified as a true copy of the  
original: this 12<sup>TH</sup> day  
of APRIL 1994.

*Harrison Clark*  
.....  
Harrison Clark  
Solicitors, Worcester.

\_\_\_\_\_  
DIRECTORS POWER OF ATTORNEY  
\_\_\_\_\_

DONOR: PAUL FATHERS

DATE: [29<sup>TH</sup> March 1994]



\_\_\_\_\_  
HARRISON  
CLARK  
\_\_\_\_\_  
SOLICITORS

COMPANY COMMERCIAL DEPARTMENT

5 Deansway, Worcester, WR1 2JG. Telephone : Worcester (0905) 612001

DIRECTORS POWER OF ATTORNEY *df.*

THIS POWER OF ATTORNEY is made the *29<sup>th</sup>* day of *March* ~~April~~ One thousand nine hundred and ninety four by PAUL FATHERS of Thornycroft, 12 Melton Way, Shrewsbury, Salop, SY3 6DW.

I, PAUL FATHERS in my capacity as a Director of Severn Valley Railway (Holdings) plc ("the Company") HEREBY IRREVOCABLY APPOINT any Director for the time being of the Company to be my attorney in my name and on my behalf to all acts and things and execute (under seal or under hand) any and all consents, documents or deeds which may in my attorney's opinion be necessary or desirable in connection with or incidental to the proposed offer of shares to the public by Prospectus and in particular (but without prejudice to the generality of the foregoing) the following:-

1. to act as my alternate director at any meetings of the Board of Directors of the Company; and
2. to sign and deliver under hand or under seal (as appropriate):-
  - (a) a Prospectus, including a responsibility statement; and
  - (b) any other deeds, agreements or documents in any way connected with or incidental to the proposed offer.

In connection with paragraph 2(a) above, I am aware that a statement relating to the responsibility of Directors in the following form, or substantially to the following effect, will be included in a Prospectus and hereby appoint the other Directors of the Company jointly and severally as my attorney in my name and on my behalf to sign such a statement:-

"The Directors have taken all reasonable care to ensure that the facts stated in this document are true and accurate in all material respects and that there are no other material facts the omission of which would make misleading any statement in this documents whether of fact or of opinion and accept responsibility accordingly."

I agree to ratify all actions, deeds, documents and things done by my attorney hereunder.

AND IT IS DECLARED that this Power of Attorney shall cease and determine at the expiry of [six] months from the date hereof.

This Power of Attorney shall be governed by and construed in accordance with English Law.

IN WITNESS whereof this Deed has been executed in manner hereinafter appearing the day and year first before written.

SIGNED AND DELIVERED  
by PAUL FATHERS  
in the presence of:-

Name

Address

Occupation

*Paul Fathers*  
*Mr Christopher Fathers*  
*12 Melton Way*  
*Shrewsbury*  
*df.*

*5 IRONSIDE WAY*  
*WIDECROFT*  
*WY21 2JL*  
*SOLICITOR*

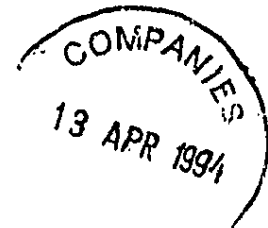
1046274

SEVERN VALLEY RAILWAY (HOLDINGS) PLC

Certified as a true copy of the  
original this 12<sup>TH</sup> 1994  
of APRIL

*Harrison Clark*

Harrison Clark  
Solicitors, Worcester.



---

DIRECTORS POWER OF ATTORNEY

---

DONOR: MICHAEL J THOMPSON

DATE: [29<sup>TH</sup> MARCH 1994]

---

HARRISON  
CLARK  
SOLICITORS

---

COMPANY COMMERCIAL DEPARTMENT

5 Deansway, Worcester, WR1 2JG. Telephone : Worcester (0905) 612001

# DIRECTORS POWER OF ATTORNEY

THIS POWER OF ATTORNEY is made the 29<sup>th</sup> day of ~~April~~ <sup>March</sup> One thousand nine hundred and ninety four by MICHAEL J THOMPSON of 82 Court Crescent, Kingswinford, West Midlands, DH6 9RL.

I, MICHAEL J THOMPSON, in my capacity as a Director of Severn Valley Railway (Holdings) plc ("the Company") HEREBY IRREVOCABLY APPOINT any Director for the time being of the Company to be my attorney in my name and on my behalf to all acts and things and execute (under seal or under hand) any and all consents, documents or deeds which may in my attorney's opinion be necessary or desirable in connection with or incidental to the proposed offer of shares to the public by Prospectus and in particular (but without prejudice to the generality of the foregoing) the following:-

1. to act as my alternate director at any meetings of the Board of Directors of the Company; and
2. to sign and deliver under hand or under seal (as appropriate):-
  - (a) a Prospectus, including a responsibility statement; and
  - (b) any other deeds, agreements or documents in any way connected with or incidental to the proposed offer.

In connection with paragraph 2(a) above, I am aware that a statement relating to the responsibility of Directors in the following form, or substantially to the following effect, will be included in a Prospectus and hereby appoint the other Directors of the Company jointly and severally as my attorney in my name and on my behalf to sign such a statement:-

"The Directors have taken all reasonable care to ensure that the facts stated in this document are true and accurate in all material respects and that there are no other material facts the omission of which would make misleading any statement in this documents whether of fact or of opinion and accept responsibility accordingly."

I agree to ratify all actions, deeds, documents and things done by my attorney hereunder.

AND IT IS DECLARED that this Power of Attorney shall cease and determine at the expiry of [six] months from the date hereof.

This Power of Attorney shall be governed by and construed in accordance with English Law.

IN WITNESS whereof this Deed has been executed in manner hereinafter appearing the day and year first before written.

SIGNED AND DELIVERED  
by MICHAEL J THOMPSON  
in the presence of:-

*M J Thompson*

Name

*John J. Hager*

Address

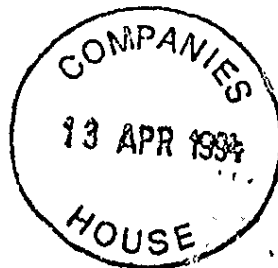
5 DUNSWAY  
WILKINSON  
WOL 2 3G

Occupation

SCULPTOR

SEVERN VALLEY RAILWAY (HOLDINGS) PLC

10406417  
Certified as a true copy of the  
original this 12<sup>th</sup> day  
of APRIL 1994



*Harrison Clark*  
Harrison Clark  
Solicitors, Worcester.

---

DIRECTORS POWER OF ATTORNEY

---

DONOR: DAVID CHRISTOPHER WILLIAMS

DATE: [29<sup>th</sup> MARCH 1994]

---

HARRISON  
CLARK  
SOLICITORS

---

COMPANY COMMERCIAL DEPARTMENT

5 Deansway, Worcester, WR1 2JG. Telephone : Worcester (0905) 612001

## DIRECTORS POWER OF ATTORNEY

THIS POWER OF ATTORNEY is made the <sup>March 25<sup>th</sup> DEW</sup> ~~25<sup>th</sup> day of April~~ One thousand nine hundred and ninety four by DAVID CHRISTOPHER WILLIAMS of 4<sup>5</sup> Admiral Parker Drive, Shenstone, Lichfield, Staffordshire, WS14 0SN.

I, DAVID CHRISTOPHER WILLIAMS, in my capacity as a Director of Severn Valley Railway (Holdings) plc ("the Company") HEREBY IRREVOCABLY APPOINT any Director for the time being of the Company to be my attorney in my name and on my behalf to all acts and things and execute (under seal or under hand) any and all consents, documents or deeds which may in my attorney's opinion be necessary or desirable in connection with or incidental to the proposed offer of shares to the public by Prospectus and in particular (but without prejudice to the generality of the foregoing) the following:-

1. to act as my alternate director at any meetings of the Board of Directors of the Company; and
2. to sign and deliver under hand or under seal (as appropriate):-
  - (a) a Prospectus, including a responsibility statement; and
  - (b) any other deeds, agreements or documents in any way connected with or incidental to the proposed offer.

In connection with paragraph 2(a) above, I am aware that a statement relating to the responsibility of Directors in the following form, or substantially to the following effect, will be included in a Prospectus and hereby appoint the other Directors of the Company jointly and severally as my attorney in my name and on my behalf to sign such a statement:-

"The Directors have taken all reasonable care to ensure that the facts stated in this document are true and accurate in all material respects and that there are no other material facts the omission of which would make misleading any statement in this documents whether of fact or of opinion and accept responsibility accordingly."

I agree to ratify all actions, deeds, documents and things done by my attorney hereunder.

AND IT IS DECLARED that this Power of Attorney shall cease and determine at the expiry of [six] months from the date hereof.

This Power of Attorney shall be governed by and construed in accordance with English Law.

IN WITNESS whereof this Deed has been executed in manner hereinafter appearing the day and year first before written.

SIGNED AND DELIVERED  
by DAVID CHRISTOPHER WILLIAMS  
in the presence of:-

*D.C. Williams*

Name *James Hayer*

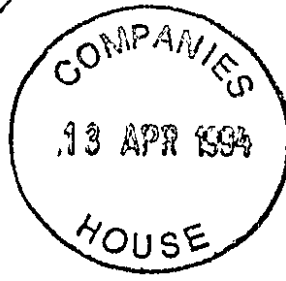
Address *5 DENSWAY  
WALSLEY  
WS1 2JG*

Occupation *SCULPTOR*

1046274

SEVERN VALLEY RAILWAY (HOLDINGS) PLC

Certified as a true copy of the  
original this 12<sup>TH</sup> of APRIL 1994



*Harrison Clark*  
Harrison Clark  
Solicitors, Worcester.

---

DIRECTORS POWER OF ATTORNEY

---

DONOR: IAN ROGER LATIMER

DATE: [ 29th/10/1994 ]



COMPANY COMMERCIAL DEPARTMENT

5 Deansway, Worcester, WR1 2JG. Telephone : Worcester (0905) 612001

DIRECTORS POWER OF ATTORNEY

THIS POWER OF ATTORNEY is made the <sup>29<sup>th</sup></sup> day of ~~April~~ <sup>March</sup> One thousand nine hundred and ninety four by IAN ROGER LATIMER of 2 Sandstone Road, Bewdley, Worcestershire, DYX 12 1BW.

I, IAN ROGER LATIMER, in my capacity as a Director of Severn Valley Railway (Holdings) plc ("the Company") HEREBY IRREVOCABLY APPOINT any Director for the time being of the Company to be my attorney in my name and on my behalf to all acts and things and execute (under seal or under hand) any and all consents, documents or deeds which may in my attorney's opinion be necessary or desirable in connection with or incidental to the proposed offer of shares to the public by Prospectus and in particular (but without prejudice to the generality of the foregoing) the following:-

1. to act as my alternate director at any meetings of the Board of Directors of the Company; and
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  - (a) a Prospectus, including a responsibility statement; and
  - (b) any other deeds, agreements or documents in any way connected with or incidental to the proposed offer.

In connection with paragraph 2(a) above, I am aware that a statement relating to the responsibility of Directors in the following form, or substantially to the following effect, will be included in a Prospectus and hereby appoint the other Directors of the Company jointly and severally as my attorney in my name and on my behalf to sign such a statement:-

"The Directors have taken all reasonable care to ensure that the facts stated in this document are true and accurate in all material respects and that there are no other material facts the omission of which would make misleading any statement in this documents whether of fact or of opinion and accept responsibility accordingly."

I agree to ratify all actions, deeds, documents and things done by my attorney hereunder.

AND IT IS DECLARED that this Power of Attorney shall cease and determine at the expiry of [six] months from the date hereof.

This Power of Attorney shall be governed by and construed in accordance with English Law.

IN WITNESS whereof this Deed has been executed in manner hereinafter appearing the day and year first before written.

SIGNED AND DELIVERED  
by IAN ROGER LATIMER  
in the presence of:-

Name John J. Hayes  
Address 5 Sandstone Road  
Bewdley  
Worcestershire  
Occupation Solicitor



1046274

SEVERN VALLEY RAILWAY (HOLDINGS) PLC



Certified as a true copy of the  
original this 12<sup>TH</sup> 19  
of APRIL 1994

*Harrison Clark*  
Harrison Clark  
Solicitors, Worcester.

---

DIRECTORS POWER OF ATTORNEY

---

DONOR: CHRISTOPHER WAREING WALTON

DATE: [29 March 1994]

---

HARRISON  
CLARK  
SOLICITORS

---

COMPANY COMMERCIAL DEPARTMENT

5 Deansway, Worcester, WR1 2JG. Telephone : Worcester (0905) 612001

## DIRECTORS POWER OF ATTORNEY

THIS POWER OF ATTORNEY is made the 29 day of <sup>March, 1994</sup> ~~April~~ One thousand nine hundred and ninety four by CHRISTOPHER WAREING WALTON of 104 Arden Road, Acocks Green, Birmingham, West Midlands, B27 6AG.

I, CHRISTOPHER WAREING WALTON, in my capacity as a Director of Severn Valley Railway (Holdings) plc ("the Company") HEREBY IRREVOCABLY APPOINT any Director for the time being of the Company to be my attorney in my name and on my behalf to all acts and things and execute (under seal or under hand) any and all consents, documents or deeds which may in my attorney's opinion be necessary or desirable in connection with or incidental to the proposed offer of shares to the public by Prospectus and in particular (but without prejudice to the generality of the foregoing) the following:-

1. to act as my alternate director at any meetings of the Board of Directors of the Company; and
2. to sign and deliver under hand or under seal (as appropriate):-
  - (a) a Prospectus, including a responsibility statement; and
  - (b) any other deeds, agreements or documents in any way connected with or incidental to the proposed offer.

In connection with paragraph 2(a) above, I am aware that a statement relating to the responsibility of Directors in the following form, or substantially to the following effect, will be included in a Prospectus and hereby appoint the other Directors of the Company jointly and severally as my attorney in my name and on my behalf to sign such a statement:-

"The Directors have taken all reasonable care to ensure that the facts stated in this document are true and accurate in all material respects and that there are no other material facts the omission of which would make misleading any statement in this documents whether of fact or of opinion and accept responsibility accordingly."

I agree to ratify all actions, deeds, documents and things done by my attorney hereunder.

AND IT IS DECLARED that this Power of Attorney shall cease and determine at the expiry of [six] months from the date hereof.

This Power of Attorney shall be governed by and construed in accordance with English Law.

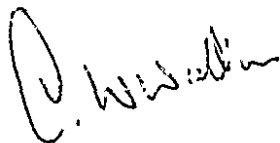
IN WITNESS whereof this Deed has been executed in manner hereinafter appearing the day and year first before written.

SIGNED AND DELIVERED  
by CHRISTOPHER WAREING WALTON  
in the presence of:-

Name *James J. Hayes*

Address *5 DERRINGTON  
WOLLESTON  
W21 2JG.*

Occupation *SOLICITOR.*



## SEVERN VALLEY RAILWAY (HOLDINGS) PLC

Certified as a true copy of the  
original this 12<sup>TH</sup> day  
of APRIL 19 94

*Harrison Clark*

Harrison Clark  
Solicitors, Worcester.

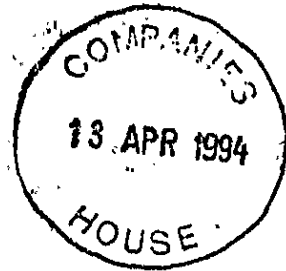
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DIRECTORS POWER OF ATTORNEY

---

DONOR: MICHAEL RICHARD YORK

DATE: [29<sup>TH</sup> March 1994]



---

HARRISON  
CLARK  
SOLICITORS

---

COMPANY COMMERCIAL DEPARTMENT

5 Deansway, Worcester, WR1 2JG. Telephone : Worcester (0905) 612001

DIRECTORS POWER OF ATTORNEY

THIS POWER OF ATTORNEY is made the <sup>March 1974</sup> 29<sup>th</sup> day of April One thousand nine hundred and ninety four by MICHAEL RICHARD YORK of 106 Coppice View Road, Sutton Coldfield, West Midlands, B73 6UF.

I, MICHAEL RICHARD YORK, in my capacity as a Director of Severn Valley Railway (Holdings) plc ("the Company") HEREBY IRREVOCABLY APPOINT any Director for the time being of the Company to be my attorney in my name and on my behalf to all acts and things and execute (under seal or under hand) any and all consents, documents or deeds which may in my attorney's opinion be necessary or desirable in connection with or incidental to the proposed offer of shares to the public by Prospectus and in particular (but without prejudice to the generality of the foregoing) the following:-

1. to act as my alternate director at any meetings of the Board of Directors of the Company; and
2. to sign and deliver under hand or under seal (as appropriate):-
  - (a) a Prospectus, including a responsibility statement; and
  - (b) any other deeds, agreements or documents in any way connected with or incidental to the proposed offer.

In connection with paragraph 2(a) above, I am aware that a statement relating to the responsibility of Directors in the following form, or substantially to the following effect, will be included in a Prospectus and hereby appoint the other Directors of the Company jointly and severally as my attorney in my name and on my behalf to sign such a statement:-

"The Directors have taken all reasonable care to ensure that the facts stated in this document are true and accurate in all material respects and that there are no other material facts the omission of which would make misleading any statement in this documents whether of fact or of opinion and accept responsibility accordingly."

I agree to ratify all actions, deeds, documents and things done by my attorney hereunder.

AND IT IS DECLARED that this Power of Attorney shall cease and determine at the expiry of [six] months from the date hereof.

This Power of Attorney shall be governed by and construed in accordance with English Law.

IN WITNESS whereof this Deed has been executed in manner hereinafter appearing the day and year first before written.

SIGNED AND DELIVERED  
by MICHAEL RICHARD YORK  
in the presence of:-

Name

Address

Occupation

5 DUNSMITH  
WOLVERHAMPTON  
WV1 2JU

Director

1046274

SEVERN VALLEY RAILWAY (HOLDINGS) PLC

Certified as a true copy of the  
original this 12<sup>th</sup> day  
of APRIL 1994.

*Harrison Clark*  
.....  
Harrison Clark  
Solicitors, Worcester.

---

DIRECTORS POWER OF ATTORNEY

---

DONOR: ALFRED DAVID OWEN

DATE: [29<sup>th</sup> March 1994]

---

HARRISON  
CLARK  
SOLICITORS

---

COMPANY COMMERCIAL DEPARTMENT

5 Deansway, Worcester, WR1 2JG. Telephone : Worcester (0905) 612001

### DIRECTORS POWER OF ATTORNEY

THIS POWER OF ATTORNEY is made the 29<sup>th</sup> day of <sup>Month of</sup> April One thousand nine hundred and ninety four by ALFRED DAVID OWEN of Mill Dam House, Mill Lane, Aldridge, Walsall, West Midlands, WS9 0NB.

I, ALFRED DAVID OWEN, in my capacity as a Director of Severn Valley Railway (Holdings) plc ("the Company") HEREBY IRREVOCABLY APPOINT any Director for the time being of the Company to be my attorney in my name and on my behalf to all acts and things and execute (under seal or under hand) any and all consents, documents or deeds which may in my attorney's opinion be necessary or desirable in connection with or incidental to the proposed offer of shares to the public by Prospectus and in particular (but without prejudice to the generality of the foregoing) the following:-

1. to act as my alternate director at any meetings of the Board of Directors of the Company; and
2. to sign and deliver under hand or under seal (as appropriate):-
  - (a) a Prospectus, including a responsibility statement; and
  - (b) any other deeds, agreements or documents in any way connected with or incidental to the proposed offer.

In connection with paragraph 2(a) above, I am aware that a statement relating to the responsibility of Directors in the following form, or substantially to the following effect, will be included in a Prospectus and hereby appoint the other Directors of the Company jointly and severally as my attorney in my name and on my behalf to sign such a statement:-

"The Directors have taken all reasonable care to ensure that the facts stated in this document are true and accurate in all material respects and that there are no other material facts the omission of which would make misleading any statement in this documents whether of fact or of opinion and accept responsibility accordingly."

I agree to ratify all actions, deeds, documents and things done by my attorney hereunder.

AND IT IS DECLARED that this Power of Attorney shall cease and determine at the expiry of [six] months from the date hereof.

This Power of Attorney shall be governed by and construed in accordance with English Law.

IN WITNESS whereof this Deed has been executed in manner hereinafter appearing the day and year first before written.

SIGNED AND DELIVERED  
by ALFRED DAVID OWEN  
in the presence of:-

*A. David Owen*

Name

Address

Occupation

*James H. Hayer*

*5 Darnley  
Walsall  
WS1 2 304*

*SEALING*

1046274

SEVERN VALLEY RAILWAY (HOLDINGS) PLC

Certified as a true copy of the  
original this 12<sup>TH</sup> day  
of APRIL 19 94

*Harrison Clark*  
.....  
Harrison Clark  
Solicitors, Worcester.

---

DIRECTORS POWER OF ATTORNEY

---

DONOR: ALVIN BARKER

DATE: [ 29<sup>th</sup> March 1994 ]

---

HARRISON  
CLARK  
SOLICITORS

---

COMPANY COMMERCIAL DEPARTMENT

5 Deansway, Worcester, WR1 2JG. Telephone : Worcester (0905) 612001

DIRECTORS POWER OF ATTORNEY

THIS POWER OF ATTORNEY is made the 29<sup>th</sup> day of <sup>March</sup> April One thousand nine hundred and ninety four by ALVIN BARKER of 60 Beech Lane, Macclesfield, Cheshire, SK10 2DS.

I, ALVIN BARKER, in my capacity as a Director of Severn Valley Railway (Holdings) plc ("the Company") HEREBY IRREVOCABLY APPOINT any Director for the time being of the Company to be my attorney in my name and on my behalf to all acts and things and execute (under seal or under hand) any and all consents, documents or deeds which may in my attorney's opinion be necessary or desirable in connection with or incidental to the proposed offer of shares to the public by Prospectus and in particular (but without prejudice to the generality of the foregoing) the following:-

1. to act as my alternate director at any meetings of the Board of Directors of the Company; and
2. to sign and deliver under hand or under seal (as appropriate):-
  - (a) a Prospectus, including a responsibility statement; and
  - (b) any other deeds, agreements or documents in any way connected with or incidental to the proposed offer.

In connection with paragraph 2(a) above, I am aware that a statement relating to the responsibility of Directors in the following form, or substantially to the following effect, will be included in a Prospectus and hereby appoint the other Directors of the Company jointly and severally as my attorney in my name and on my behalf to sign such a statement:-

"The Directors have taken all reasonable care to ensure that the facts stated in this document are true and accurate in all material respects and that there are no other material facts the omission of which would make misleading any statement in this documents whether of fact or of opinion and accept responsibility accordingly."

I agree to ratify all actions, deeds, documents and things done by my attorney hereunder.

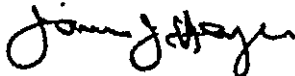
AND IT IS DECLARED that this Power of Attorney shall cease and determine at the expiry of [six] months from the date hereof.

This Power of Attorney shall be governed by and construed in accordance with English Law.

IN WITNESS whereof this Deed has been executed in manner hereinafter appearing the day and year first before written.

SIGNED AND DELIVERED  
by ALVIN BARKER  
in the presence of:-

Name



Address

5 DAVENPORT  
WARRINGTON  
WB1 2JG

Occupation

SECRETARY



10462 14

SEVERN VALLEY RAILWAY (HOLDINGS) PLC

Certified as a true copy of the  
original this 12<sup>TH</sup> day  
of APRIL 19 94

*Harrison Clark*  
.....  
Harrison Clark  
Solicitors, Worcester.

---

DIRECTORS POWER OF ATTORNEY

---

DONOR: ALAN DAVIES

DATE: [29 March 1994]

---

HARRISON  
CLARK  
SOLICITORS

---

COMPANY COMMERCIAL DEPARTMENT

5 Deansway, Worcester, WR1 2JG. Telephone : Worcester (0905) 612001

## DIRECTORS POWER OF ATTORNEY

THIS POWER OF ATTORNEY is made the 29 day of <sup>March</sup> ~~April~~ One thousand nine hundred and ninety four by ALAN DAVIES of 4 McBean Road, New Bridge, Wolverhampton, West Midlands, WV6 0JQ

I, ALAN DAVIES, in my capacity as a Director of Severn Valley Railway (Holdings) plc ("the Company") HEREBY IRREVOCABLY APPOINT any Director for the time being of the Company to be my attorney in my name and on my behalf to all acts and things and execute (under seal or under hand) any and all consents, documents or deeds which may in my attorney's opinion be necessary or desirable in connection with or incidental to the proposed offer of shares to the public by Prospectus and in particular (but without prejudice to the generality of the foregoing) the following:-

1. to act as my alternate director at any meetings of the Board of Directors of the Company; and
2. to sign and deliver under hand or under seal (as appropriate):-
  - (a) a Prospectus, including a responsibility statement; and
  - (b) any other deeds, agreements or documents in any way connected with or incidental to the proposed offer.

In connection with paragraph 2(a) above, I am aware that a statement relating to the responsibility of Directors in the following form, or substantially to the following effect, will be included in a Prospectus and hereby appoint the other Directors of the Company jointly and severally as my attorney in my name and on my behalf to sign such a statement:-

"The Directors have taken all reasonable care to ensure that the facts stated in this document are true and accurate in all material respects and that there are no other material facts the omission of which would make misleading any statement in this documents whether of fact or of opinion and accept responsibility accordingly."

I agree to ratify all actions, deeds, documents and things done by my attorney hereunder.

AND IT IS DECLARED that this Power of Attorney shall cease and determine at the expiry of [six] months from the date hereof.

This Power of Attorney shall be governed by and construed in accordance with English Law.

IN WITNESS whereof this Deed has been executed in manner hereinafter appearing the day and year first before written.

SIGNED AND DELIVERED  
by ALAN DAVIES  
in the presence of:-

Name: *James J. Hays*

Address: *4 McBean Road  
New Bridge  
Wolverhampton*

Occupation: *Self Employed*



1046274

SEVERN VALLEY RAILWAY (HOLDINGS) PLC

Certified as a true copy of the  
original this 12<sup>th</sup> day  
of APRIL 1994

*Harrison Clark*  
.....  
Harrison Clark  
Solicitors, Worcester.

---

DIRECTORS POWER OF ATTORNEY

---

DONOR: PAUL FATHERS

DATE: [29<sup>th</sup> March 1994]

---

HARRISON  
CLARK  
SOLICITORS

---

COMPANY COMMERCIAL DEPARTMENT

5 Deansway, Worcester, WR1 2JG. Telephone : Worcester (0905) 612001

DIRECTORS POWER OF ATTORNEY *DF.*

THIS POWER OF ATTORNEY is made the *29<sup>th</sup>* day of *March* *1994* One thousand nine hundred and ninety four by PAUL FATHERS of Thornycroft, 12 Melton Way, Shrewsbury, Salop, SY3 6DW.

I, PAUL FATHERS in my capacity as a Director of Severn Valley Railway (Holdings) plc ("the Company") HEREBY IRREVOCABLY APPOINT any Director for the time being of the Company to be my attorney in my name and on my behalf to all acts and things and execute (under seal or under hand) any and all consents, documents or deeds which may in my attorney's opinion be necessary or desirable in connection with or incidental to the proposed offer of shares to the public by Prospectus and in particular (but without prejudice to the generality of the foregoing) the following:-

1. to act as my alternate director at any meetings of the Board of Directors of the Company; and
2. to sign and deliver under hand or under seal (as appropriate):-
  - (a) a Prospectus, including a responsibility statement; and
  - (b) any other deeds, agreements or documents in any way connected with or incidental to the proposed offer.

In connection with paragraph 2(a) above, I am aware that a statement relating to the responsibility of Directors in the following form, or substantially to the following effect, will be included in a Prospectus and hereby appoint the other Directors of the Company jointly and severally as my attorney in my name and on my behalf to sign such a statement:-

"The Directors have taken all reasonable care to ensure that the facts stated in this document are true and accurate in all material respects and that there are no other material facts the omission of which would make misleading any statement in this documents whether of fact or of opinion and accept responsibility accordingly."

I agree to ratify all actions, deeds, documents and things done by my attorney hereunder.

AND IT IS DECLARED that this Power of Attorney shall cease and determine at the expiry of [six] months from the date hereof.

This Power of Attorney shall be governed by and construed in accordance with English Law.

IN WITNESS whereof this Deed has been executed in manner hereinafter appearing the day and year first before written.

SIGNED AND DELIVERED

by PAUL FATHERS

in the presence of:-

Name

Address

Occupation

*Paul Charles Fathers*  
*12 Melton Way*  
*Shrewsbury*

*5 IRONSIDE*  
*41 MELTON*  
*WY 236*

*SEVERN VALLEY*

1046274

SEVERN VALLEY RAILWAY (HOLDINGS) PLC

Certified as a true copy of the  
original this 12<sup>TH</sup> day  
of APRIL 1994

*Harrison Clark*  
.....  
Harrison Clark  
Solicitors, Worcester.

---

DIRECTORS POWER OF ATTORNEY

---

DONOR: IAN ROGER LATIMER

DATE: [ 29th / 12th / 1994 ]

---

HARRISON  
CLARK  
SOLICITORS

---

COMPANY COMMERCIAL DEPARTMENT

5 Deansway, Worcester, WR1 2JG. Telephone : Worcester (0905) 612001

DIRECTORS POWER OF ATTORNEY

THIS POWER OF ATTORNEY is made the 29<sup>th</sup> day of March ~~April~~ One thousand nine hundred and ninety four by IAN ROGER LATIMER of 2 Sandstone Road, Bewdley, Worcestershire, DYX12 1BW.

I, IAN ROGER LATIMER, in my capacity as a Director of Severn Valley Railway (Holdings) plc ("the Company") HEREBY IRREVOCABLY APPOINT any Director for the time being of the Company to be my attorney in my name and on my behalf to all acts and things and execute (under seal or under hand) any and all consents, documents or deeds which may in my attorney's opinion be necessary or desirable in connection with or incidental to the proposed offer of shares to the public by Prospectus and in particular (but without prejudice to the generality of the foregoing) the following:-

1. to act as my alternate director at any meetings of the Board of Directors of the Company; and
2. to sign and deliver under hand or under seal (as appropriate):-
  - (a) a Prospectus, including a responsibility statement; and
  - (b) any other deeds, agreements or documents in any way connected with or incidental to the proposed offer.

In connection with paragraph 2(a) above, I am aware that a statement relating to the responsibility of Directors in the following form, or substantially to the following effect, will be included in a Prospectus and hereby appoint the other Directors of the Company jointly and severally as my attorney in my name and on my behalf to sign such a statement:-

"The Directors have taken all reasonable care to ensure that the facts stated in this document are true and accurate in all material respects and that there are no other material facts the omission of which would make misleading any statement in this documents whether of fact or of opinion and accept responsibility accordingly."

I agree to ratify all actions, deeds, documents and things done by my attorney hereunder.

AND IT IS DECLARED that this Power of Attorney shall cease and determine at the expiry of [six] months from the date hereof.

This Power of Attorney shall be governed by and construed in accordance with English Law.

IN WITNESS whereof this Deed has been executed in manner hereinafter appearing the day and year first before written.

SIGNED AND DELIVERED  
by IAN ROGER LATIMER  
in the presence of:-

Name James J. Hayes

Address 5 Darnley Road  
Worcester  
WR1 2 JG

Occupation SALESMAN

1046274

SEVERN VALLEY RAILWAY (HOLDINGS) PLC

Certified as a true copy of the  
original this 12<sup>TH</sup> day  
of APRIL 1994

*Harrison Clark*  
.....  
Harrison Clark  
Solicitors, Worcester.

---

DIRECTORS POWER OF ATTORNEY

---

DONOR: MICHAEL J THOMPSON

DATE: [29<sup>TH</sup> MARCH 1994]

---

HARRISON  
CLARK  
SOLICITORS

---

COMPANY COMMERCIAL DEPARTMENT

5 Deansway, Worcester, WR1 2JG. Telephone : Worcester (0905) 612001

DIRECTORS POWER OF ATTORNEY

THIS POWER OF ATTORNEY is made the <sup>March MJT</sup> 29<sup>th</sup> day of ~~April~~ One thousand nine hundred and ninety four by MICHAEL J THOMPSON of 82 Court Crescent, Kingswinford, West Midlands, DN16 9RL.

<sup>MJT</sup> I, MICHAEL J THOMPSON, in my capacity as a Director of Severn Valley Railway (Holdings) plc ("the Company") HEREBY IRREVOCABLY APPOINT any Director for the time being of the Company to be my attorney in my name and on my behalf to all acts and things and execute (under seal or under hand) any and all consents, documents or deeds which may in my attorney's opinion be necessary or desirable in connection with or incidental to the proposed offer of shares to the public by Prospectus and in particular (but without prejudice to the generality of the foregoing) the following:-

1. to act as my alternate director at any meetings of the Board of Directors of the Company; and
2. to sign and deliver under hand or under seal (as appropriate):-
  - (a) a Prospectus, including a responsibility statement; and
  - (b) any other deeds, agreements or documents in any way connected with or incidental to the proposed offer.

In connection with paragraph 2(a) above, I am aware that a statement relating to the responsibility of Directors in the following form, or substantially to the following effect, will be included in a Prospectus and hereby appoint the other Directors of the Company jointly and severally as my attorney in my name and on my behalf to sign such a statement:-

"The Directors have taken all reasonable care to ensure that the facts stated in this document are true and accurate in all material respects and that there are no other material facts the omission of which would make misleading any statement in this documents whether of fact or of opinion and accept responsibility accordingly."

I agree to ratify all actions, deeds, documents and things done by my attorney hereunder.

AND IT IS DECLARED that this Power of Attorney shall cease and determine at the expiry of [six] months from the date hereof.

This Power of Attorney shall be governed by and construed in accordance with English Law.

IN WITNESS whereof this Deed has been executed in manner hereinafter appearing the day and year first before written.

SIGNED AND DELIVERED  
by MICHAEL J THOMPSON  
in the presence of:-

*M J Thompson*

Name

*Jan J. Hayer*

Address

5 DUNSWAY  
COURT  
WOLVERHAMPTON

Occupation

SOLICITOR



10462 74

SEVERN VALLEY RAILWAY (HOLDINGS) PLC

Certified as a true copy of the  
original this 12<sup>TH</sup> day  
of APRIL 1994

*Harrison Clark*  
.....  
Harrison Clark  
Solicitors, Worcester.

---

DIRECTORS POWER OF ATTORNEY

---

DONOR: DAVID CHRISTOPHER WILLIAMS

DATE: [29<sup>th</sup> March 1994]

---

HARRISON  
CLARK  
SOLICITORS

---

COMPANY COMMERCIAL DEPARTMENT

5 Deansway, Worcester, WR1 2JG. Telephone : Worcester (0905) 612001

## DIRECTORS POWER OF ATTORNEY

THIS POWER OF ATTORNEY is made the <sup>March 20<sup>th</sup></sup> ~~20<sup>th</sup>~~ day of ~~April~~ <sup>March</sup> One thousand nine hundred and ninety four by DAVID CHRISTOPHER WILLIAMS of 45 Admiral Parker Drive, Shenstone, Lichfield, Staffordshire, WS14 0SN.

I, DAVID CHRISTOPHER WILLIAMS, in my capacity as a Director of Severn Valley Railway (Holdings) plc ("the Company") HEREBY IRREVOCABLY APPOINT any Director for the time being of the Company to be my attorney in my name and on my behalf to all acts and things and execute (under seal or under hand) any and all consents, documents or deeds which may in my attorney's opinion be necessary or desirable in connection with or incidental to the proposed offer of shares to the public by Prospectus and in particular (but without prejudice to the generality of the foregoing) the following:-

1. to act as my alternate director at any meetings of the Board of Directors of the Company; and
2. to sign and deliver under hand or under seal (as appropriate):-
  - (a) a Prospectus, including a responsibility statement; and
  - (b) any other deeds, agreements or documents in any way connected with or incidental to the proposed offer.

In connection with paragraph 2(a) above, I am aware that a statement relating to the responsibility of Directors in the following form, or substantially to the following effect, will be included in a Prospectus and hereby appoint the other Directors of the Company jointly and severally as my attorney in my name and on my behalf to sign such a statement:-

"The Directors have taken all reasonable care to ensure that the facts stated in this document are true and accurate in all material respects and that there are no other material facts the omission of which would make misleading any statement in this documents whether of fact or of opinion and accept responsibility accordingly."

I agree to ratify all actions, deeds, documents and things done by my attorney hereunder.

AND IT IS DECLARED that this Power of Attorney shall cease and determine at the expiry of [six] months from the date hereof.

This Power of Attorney shall be governed by and construed in accordance with English Law.

IN WITNESS whereof this Deed has been executed in manner hereinafter appearing the day and year first before written.

SIGNED AND DELIVERED  
by DAVID CHRISTOPHER WILLIAMS  
in the presence of:-

D.C. Williams

Name

James J. Jones

Address

5 Darnley Road  
Shenstone  
WS14 2DG

Occupation

Self Employed

1046274.

SEVERN VALLEY RAILWAY (HOLDINGS) PLC

Certified as a true copy of the  
original this 12<sup>th</sup> day  
of APRIL 19 94.

*Harrison Clark*  
.....  
Harrison Clark  
Solicitors, Worcester.

DIRECTORS POWER OF ATTORNEY

DONOR: CHRISTOPHER WAREING WALTON

DATE: [29 March 1994]

HARRISON  
CLARK  
SOLICITORS

COMPANY COMMERCIAL DEPARTMENT

5 Deansway, Worcester, WR1 2JG. Telephone : Worcester (0905) 612001

DIRECTORS POWER OF ATTORNEY

THIS POWER OF ATTORNEY is made the 29 day of <sup>March. 1991</sup> ~~April~~ One thousand nine hundred and ninety four by CHRISTOPHER WAREING WALTON of 104 Arden Road, Acocks Green, Birmingham, West Midlands, B27 6AG.

I, CHRISTOPHER WAREING WALTON, in my capacity as a Director of Severn Valley Railway (Holdings) plc ("the Company") HEREBY IRREVOCABLY APPOINT any Director for the time being of the Company to be my attorney in my name and on my behalf to all acts and things and execute (under seal or under hand) any and all consents, documents or deeds which may in my attorney's opinion be necessary or desirable in connection with or incidental to the proposed offer of shares to the public by Prospectus and in particular (but without prejudice to the generality of the foregoing) the following:-

1. to act as my alternate director at any meetings of the Board of Directors of the Company; and
2. to sign and deliver under hand or under seal (as appropriate):-
  - (a) a Prospectus, including a responsibility statement; and
  - (b) any other deeds, agreements or documents in any way connected with or incidental to the proposed offer.

In connection with paragraph 2(a) above, I am aware that a statement relating to the responsibility of Directors in the following form, or substantially to the following effect, will be included in a Prospectus and hereby appoint the other Directors of the Company jointly and severally as my attorney in my name and on my behalf to sign such a statement:-

"The Directors have taken all reasonable care to ensure that the facts stated in this document are true and accurate in all material respects and that there are no other material facts the omission of which would make misleading any statement in this documents whether of fact or of opinion and accept responsibility accordingly."

I agree to ratify all actions, deeds, documents and things done by my attorney hereunder.

AND IT IS DECLARED that this Power of Attorney shall cease and determine at the expiry of [six] months from the date hereof.

This Power of Attorney shall be governed by and construed in accordance with English Law.

IN WITNESS whereof this Deed has been executed in manner hereinafter appearing the day and year first before written.

SIGNED AND DELIVERED  
by CHRISTOPHER WAREING WALTON  
in the presence of:-

Name *James J. Hayes*

Address *5 Darnley Road  
Birmingham  
B27 6AG*

Occupation *Director*

*C. Wareing Walton*