

THE COMPANIES ACTS 1948 TO 1976

Declaration of compliance with the requirements of the Companies Acts 1948 to 1976 on application for registration of a company

Pursuant to section 15(2) of the Companies Act 1948 as amended by the Companies Act 1976

Please do not write in this binding margin

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

* delete if inappropriate

† Please indicate whether you are a Solicitor of the Supreme Court (or in Scotland 'a Solicitor') engaged in the formation of the company, or a person named as director or secretary of the company in the statement delivered under section 21 of the Companies Act 1976

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

Company number

1416572

Name of Company

KNOLLGRANGE Limited*

I, SUNDER MANSUKHANI

of 14 NEW SQUARE, LINCOLNS INN, LONDON, WC2A 3SH

do solemnly and sincerely declare that I am† a person named as Director of the Company in the statement delivered under section 21 of the Companies Act 1976

of KNOLLGRANGE Limited*

and that all the requirements of the Companies Acts 1948 to 1976 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 14 NEW SQUARE, LINCOLNS INN, LONDON, WC2A 3SH

the 29th day of January

One thousand nine hundred and sixty nine

before me A. J. HOOPER
A Commissioner for Oaths

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

STEPHEN COX & CO., LIMITED
(LEGAL SERVICES)
14, NEW SQUARE,
LINCOLN'S INN,
WC2A 3SH
01-242 3101/2

For official use
General section

Post room

COMPANY LIMITED BY SHARES.

Memorandum of Association

OF

KNOLLGRANGE LIMITED

1. The name of the Company is KNOLLGRANGE LIMITED.
2. The Registered Office of the Company will situate in England.
3. The objects for which the Company is established are:-

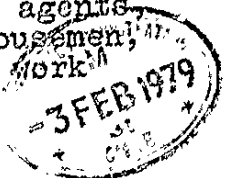
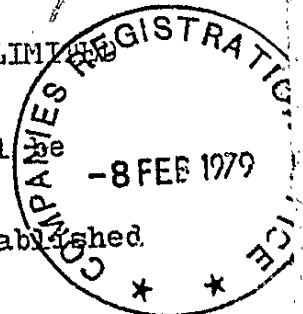
(A) (1) To carry on business as motor garage proprietors, motor car, motor cycle and cycle manufacturers, motor car agents and dealers, manufacturers of and dealers in caravans and caravan equipment and accessories, motor engineers, general engineers and electricians, motor car and cab proprietors, metal and alloy makers, refiners and workers, joiners and cabinet makers, wood and timber merchants, refreshment caterers, confectioners, tobacco-nists and Bankers, and to manufacture, own, buy, sell either for cash or credit, hire purchase or deferred payment or otherwise let on hire, repair, cellulose, paint and generally deal in motor cars, coaches, vans, lorries, omnibuses, motor cycles, cycles, boats, aircraft, agricultural, machinery and mechanically propelled vehicles and vessels of every description, engines, bodies, hulls, tyres, petrol and oil, and all kinds of fuel, accessories, components, apparatus and requisites concerned with the manufacture and upkeep of such vehicles and machinery.

(2) To carry on business of car hire, taxi and motor coach services, hirers of cars, and other means of conveyance, either with drivers or for driving by the hirer; to undertake any agency or commission work and to carry on business of construction, maintenance, testing and repair.

(3) To carry on business as haulage contractors, lightermen and carriers of passengers and goods; railway, shipping, chartering, forwarding and transport agents, stevedores, wharfingers, carmen, carting contractors and agents, cargo superintendents, packers, hauliers, and warehousemen, and to undertake and transact agency and commission work of all kinds.

Stephen Lee
RSD/RMC

Re/333358



(B) to carry on any other business or trade which in the opinion of the Directors of the Company may be conveniently carried on in connection with or as ancillary to any of the above businesses or be calculated directly or indirectly to enhance the value of or render profitable any of the property of the Company or to further any of its objects;

(C) to purchase, take on lease or in exchange, hire or otherwise acquire and hold for any interest whatsoever any movable or immovable property, whether tangible or intangible and wheresoever situate, which the Company may think necessary or convenient for the purposes of its business and to sell, lease, hire out, grant rights in or over, improve, manage or develop all or any part of such property or otherwise turn the same or any part thereof to the advantage of the Company;

(D) to build, construct, maintain, alter, enlarge, pull down, remove or replace any buildings, works, plant and machinery necessary or convenient for the business of the Company and to join with any person, firm or company in doing any of the things aforesaid;

(E) to borrow or raise money upon such terms and on such security as may be considered expedient and in particular by the issue of debentures or debenture stock and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon the whole or any part of the undertaking, property and assets of the Company, both present and future, including its uncalled capital, and also by any similar mortgage, charge or lien to secure and guarantee the performance by the Company or any other person, firm or company of any obligation undertaken by the Company or any other person, firm or company as the case may be;

(F) to apply for and take out, purchase or otherwise acquire any patents, licences and the like conferring an exclusive or non-exclusive or limited right of user, or any secret or other information as to any invention which may seem calculated directly or indirectly to benefit the Company, and to use, develop, grant licences in respect of, or otherwise turn to account any rights or information so acquired;

(G) to purchase, subscribe for or otherwise acquire and hold and deal with any shares, stocks, debentures, debenture stocks, bonds or securities of any other company or corporation carrying on business in any part of the world;

(H) to issue, place, underwrite or guarantee the subscription of, or concur or assist in the issuing or placing, underwriting or guaranteeing the subscription of shares, debentures, debenture stock, bonds, stocks and securities of any company, whether limited or unlimited or incorporated by Act of Parliament or otherwise, at such times and upon such terms and conditions as to remuneration and otherwise as may be agreed upon;

(I) to invest and deal with the monies of the Company not immediately required for the purposes of its business in or upon such investments and securities and in such manner as may from time to time be considered expedient;

(J) to lend money or give credit on such terms as may be considered expedient and receive money on deposit or loan from and give guarantees or become security for any persons, firms or companies;

(K) to enter into partnership or into any arrangement for sharing profits or to amalgamate with any person, firm or company carrying on or proposing to carry on any business which the Company is authorised to carry on or any business or transaction capable of being conducted so as directly or indirectly to benefit the Company;

(L) to acquire and undertake the whole or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on or proposing to carry on any business which the Company is authorised to carry on, or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company;

(M) to sell, exchange, lease, dispose of, turn to account or otherwise deal with the whole or any part of the undertaking of the Company for such consideration as may be considered expedient and in particular the shares, stock or securities of any other company formed or to be formed;

(N) to establish, promote, finance or otherwise assist any other company for the purpose of acquiring all or any part of the property, rights and liabilities of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company;

(O) to pay for any rights or property acquired by the Company, and to remunerate any person, firm or company rendering services to the Company whether by cash payment or by the allotment of shares, debentures or other securities of the Company credited as paid up in full or in part or in any other manner whatsoever, and to pay all or any of the preliminary expenses of the Company and of any company formed or promoted by the Company;

(P) to accept stock or shares in, or the debentures, mortgage debentures or other securities of any other company in payment or part payment for any services rendered or for any sale made to or debt owing from any such company;

(Q) to draw, accept, endorse, negotiate, discount, execute and issue promissory notes, bills of exchange, scrip, warrants and other transferable or negotiable instruments;

(R) to establish, support or aid in the establishment and support of associations, institutions, clubs, funds, trusts and schemes calculated to benefit the Directors, ex-Directors, officers, ex-officers, employees or ex-employees of the Company or the families, dependants or connections of such persons, and to grant pensions, gratuities and allowances to and to make payments towards insurance for the benefit of such persons as aforesaid, their families, dependants or connections and to subscribe or contribute to any charitable, benevolent, or useful object of a public character;

(S) 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 for such purpose to distinguish and separate capital from profits, 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;

(T) to do all or any of the above things in any part of the world either alone or in conjunction with others and either as principals, agents, contractors, trustees or otherwise and either by or through agents, sub-contractors, trustees or otherwise;

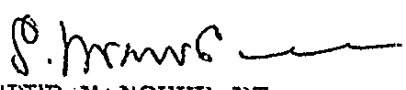

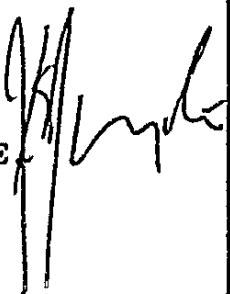

(U) to do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

It is hereby declared that the foregoing sub-clauses shall be construed independently of each other and that none of the objects mentioned in any sub-clause shall be deemed to be merely subsidiary to the objects mentioned in any other sub-clause.

4. The liability of the members is limited.


5. The share capital of the Company is £100 divided into 100 shares of £1 each. The Company has power to increase the share capital and to divide the shares (whether original or increased) into several classes and attach thereto any preferred, deferred or other special rights, privileges or conditions as regards dividend, repayment of 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
 SUNDER MANSUKHANI, 14 New Square, Lincolns Inn, London WC2A 3SH. Law Stationer.	 ONE
 KEITH S. DUNGATE 14 New Square, Lincolns Inn, London WC2A 3SH. Law Stationer.	 ONE

DATED the 28th day of ^{January} November 1978

WITNESS to the above signatures :


LESLEY SMITH,
14 New Square,
Lincolns Inn,
London WC2A 3SH.
Clerk.

1416572

COMPANY LIMITED BY SHARES.

Articles of Association

OF

KNOLLGRANGE LIMITED

PRELIMINARY

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, as amended, (hereinafter referred to as "Part II of Table A"), shall apply to the Company.
2. Regulations 3, 24, 53, 75, 77, 79 and 88 of Part I of Table A in the said schedule (hereinafter referred to as "Part I of Table A") shall not apply to the Company, but the Articles hereinafter contained, and the remaining regulations of Part I of Table A, and regulations 2 to 5 inclusive of Part II of Table A, subject to the modifications hereinafter contained, shall constitute the regulations of the Company.

SHARES

3. The shares shall be at the disposal of the directors who may allot, grant options over, or otherwise dispose of them on such terms and in such manner as they think fit, subject to regulation 2 of Part II of Table A and to the provisions of the next following Article and provided that no shares shall be issued at a discount, except as provided by section 57 of the Act.
4. Subject to any direction to the contrary that may be given by the Company in general meeting, 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 in proportion as nearly as possible to the nominal value of the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the member is entitled and limiting a time within which the offer if not accepted shall be deemed to be declined; and after the expiration of such time or on receipt of an intimation from the member to whom the notice is given that he

declines to accept the shares, the directors may dispose of the same in such manner as they think most beneficial to the Company.

5. Subject to the provisions of section 58 of the Act, any preference shares may with the sanction of a special resolution be issued upon the terms that they are or at the option of the Company are liable to be redeemed.

LIEN

6. The lien conferred by regulation 11 in Part I of Table A shall attach to fully paid up shares, and to all shares registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders.

TRANSFER AND TRANSMISSION OF SHARES

7. (a) Any share may be transferred to a person who is already a member of the Company.

(b) Any share may be transferred by a member of the Company to the spouse, child or remoter issue or parent, brother or sister of that member, and any shares of a deceased member may be transferred by his personal representatives to any widow, widower, or any other such relative as aforesaid of such deceased member or may be transferred to or placed in the names of his or her executors or trustees.

(c) Any share standing in the names of the trustees of the will of any deceased member or of a settlement created by a member or a deceased member may be transferred upon any change of trustees to the trustees for the time being of such will or settlement or to a person to whom such member or deceased member would have been entitled to transfer the same.

8. In any such circumstances as are set out in Article 7 hereof, regulation 3 of Part II of Table A shall not apply save

(a) to ensure that the number of members shall not exceed the prescribed limit;

(b) to prevent a transfer of shares on which the Company has a lien; or

(c) to prevent a transfer of shares to any infant, bankrupt or person of unsound mind.

9. The proviso to regulation 52 of Part I of Table A shall not apply to the Company.

GENERAL MEETING

10. Every notice convening a general meeting shall comply with the provisions of section 156(2) of the Act as to giving information to members in regard to their

right to appoint proxies; and notices of and other communications relating to any general meeting which any member is entitled to receive shall be sent to the auditor for the time being of the Company.

11. Regulation 54 in Part I of Table A shall be read and construed as if the words "meeting shall be dissolved" were substituted for the words "members present shall be a quorum".

DIRECTORS

12. Unless and until the Company in general meeting shall otherwise determine, the number of directors shall be not less than one nor more than seven. If and so long as there is a sole director, such director may act alone in exercising all the powers and authorities vested in the directors. A director shall not require any share qualification but shall nevertheless be entitled to attend and speak at any general meeting of the Company or at any separate meeting of the holders of any class of shares of the Company.

13. The first director or directors of the Company shall be the person or persons named as the first director or directors of the Company in the statement delivered under section 21 of the Companies Act 1976.

BORROWING POWERS

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

POWERS AND DUTIES OF DIRECTORS

15. Paragraphs (2) and (4) of regulation 84 of Part I of Table A shall not apply. A director may vote in regard to any contract or arrangement in which he is interested or upon any matter arising thereat and if he shall so vote his vote shall be counted and he shall be reckoned in estimating the quorum present at any meeting at which any such contract or arrangement is considered.

16. Any director may appoint any person approved by the board of directors to be an alternate director and such appointment shall have effect and such appointee, whilst he hold office as an alternate director, shall be entitled to receive notice of meetings of directors and to attend and vote thereat, but he shall not be entitled to any remuneration from the Company otherwise than out of the remuneration of the director appointing him and agreed between the said director and the appointee. Such appointment may be revoked at any time by the appointor or by a resolution of the directors or by an ordinary resolution of the Company in general meeting. Any appointment or revocation made under this Article shall be in writing under the hand of the director making the same.

DISQUALIFICATION OF DIRECTORS

17. The office of a director shall be vacated:-
- (a) if he resigns his office by notice in writing to the Company;
 - (b) if he becomes bankrupt or enters into any arrangement with his creditors;
 - (c) if he is prohibited from being a director by an order made under section 188 of the Act, under section 28 of the Companies Act 1976; or under section 9 of the Insolvency Act 1976;
 - (d) if he becomes of unsound mind; or
 - (e) if he is removed from office by a resolution duly passed under section 184 of the Act.

THE SECRETARY

18. The first secretary of the Company shall be the person named as the first secretary of the Company in the statement delivered under section 21 of the Companies Act 1976.

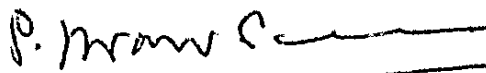
NOTICES

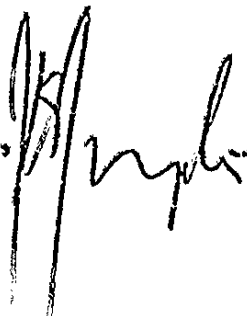
19. In regulation 131 of Part I of Table A, all the words after the words "a letter containing the notice" shall be omitted, and in substitution therefor there shall be inserted the words "and, if posted by pre-paid first-class mail, to have been effected at the expiration of 24 hours after the letter containing the same is posted, and, if posted by any other class of pre-paid mail, at the time at which the letter would be delivered in the ordinary course of post".

INDEMNITY

20. In addition to the indemnity contained in regulation 136 of Part I of Table A and subject to the provisions of Section 205 of the Act, every director, managing director, agent, auditor, secretary and other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities incurred by him in or about the execution and discharge of the duties of his office.


NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS


SUNDER MANSUKHANI,
14 New Square,
Lincolns Inn,
London WC2A 3SH.
Law Stationer.


KEITH S. DUNGATE,
14 New Square,
Lincolns Inn,
London WC2A 3SH.
Law Stationer.

DATED the 28th day of ~~November~~ ^{January} 1979

WITNESS to the above signatures :


LESLEY SMITH,
14 New Square,
Lincolns Inn,
London WC2A 3SH.
Clerk.

THE COMPANIES ACTS 1948 TO 1976

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

Pursuant to sections 21 and 23(2) of the Companies Act 1976

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

Company number

1416572/5

Name of Company

Knoll & Sons

Limited*

* delete if
inappropriateThe intended situation of the registered office of the company
on incorporation is as stated below14, NEW SQUARE,
LINCOLN'S INN LONDON
WC2A 3SHIf the memorandum is delivered by an agent for the subscribers of
the memorandum, please mark 'X' in the box opposite and insert the
agent's name and address below

X

STEPHEN COX & CO. (LEGAL SERVICES) LIMITED
14 NEW SQUARE, LINCOLNS INN,
LONDON WC2A 3SH.If the spaces provided on page 2 are insufficient and use has been made
of continuation sheets (see note 1), please enter in the box opposite
the number of continuation sheets which form part of this statementPresenter's
reference (if any):STEPHEN COX & CO.,
(LEGAL SERVICES)
14, NEW SQUARE,
LINCOLN'S INN,
WC2A 3SH
01-242 8701/2Stephen Cox & Co (Legal Services) Ltd
14 New Square, Lincoln's Inn,
London WC2A 3SHFor official use
General section

Post room

-3 FEB 1979

The name(s) and particulars of the person who is, or the persons who are, to be the first director or directors of the company are as follows:

Write in this binding margin

Important

The particulars to be given are those referred to in section 21(2)(a) of the Companies Act 1976 and section 200(2) of the Companies Act 1948. Please read the notes on page 4 before completing this part of the form.

Name (note 2)	Business occupation
KETAN MANSUKHANI DUNGATE	LAW STATIONER
Former name(s) (note 3)	Nationality
NONE	BRITISH
Address (note 4)	Date of birth (where applicable) (note 6)
14 NEW SQUARE, LINCOLNS INN, LONDON WC2A 3SH	
Particulars of other directorships (note 5)	
NONE	
I hereby consent to act as director of the company named on page 1	
Signature	Date 29/1/75

Name (note 2)	Business occupation
SUNDER MANSUKHANI	LAW STATIONER
Former name(s) (note 3)	Nationality
NONE	BRITISH
Address (note 4)	Date of birth (where applicable) (note 6)
14 NEW SQUARE, LINCOLNS INN, LONDON, WC2A 3SH.	
Particulars of other directorships (note 5)	
STEPHEN COX & CO. (LEGAL SERVICES) LIMITED	
STEPHEN COX & CO. (LAW AGENTS) LIMITED	
SOLICITORS & GENERAL TYPEWRITING CO. LIMITED	
I hereby consent to act as director of the company named on page 1	
Signature	Date 29.1.75

Name (note 2)	Business occupation
Former name(s) (note 3)	Nationality
Address (note 4)	Date of birth (where applicable) (note 6)
Particulars of other directorships (note 5)	
I hereby consent to act as director of the company named on page 1	
Signature	Date

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Important

The particulars
to be given are
those referred to
in section
21(2)(b) of the
Companies Act
1976 and section
200(3) of the
Companies Act
1948. Please
read the notes
on page 4 before
completing this
part of the form.

The name(s) and particulars of the person who is, or the persons who are,
to be the first secretary, or joint secretaries, of the company are as follows:

Name (notes 2 & 7) SUNDER MANSUKHANI

Former name(s) (note 3) NONE

Address (notes 4 & 7) 14 NEW SQUARE, LINCOLNS INN,
LONDON WC2A 3SH

I hereby consent to act as secretary of the company named on page 1

Signature

S. Mansukhani

Date

29.1.78

Name (notes 2 & 7)

Former name(s) (note 3)

Address (notes 4 & 7)

I hereby consent to act as secretary of the company named on page 1

Signature

Date

* as required by
section 21(3) of
the Companies
Act 1978

† delete as
appropriate

Signed by or on behalf of the subscribers of the memorandum*

Signature

[Signature]

[Subscriber] [Agent]† Date

29.1.78

Signature

S. Mansukhani

[Subscriber] [Agent]† Date

29.1.78



CERTIFICATE OF INCORPORATION

No. 1416572

I hereby certify that

KHOLLORANGE LIMITED

is this day incorporated under the Companies Acts 1948 to 1976 and that the Company is Limited.

Given under my hand at Cardiff the **23RD FEBRUARY 1979**

A handwritten signature in dark ink, appearing to read 'E. A. Wilson'.

E. A. WILSON

Assistant Registrar of Companies

No. 1416572

THE COMPANIES ACTS 1948 to 1976
Company limited by Shares

KNOLLGRANGE LIMITED
=====

SPECIAL RESOLUTION

Passed: 21st May 1979

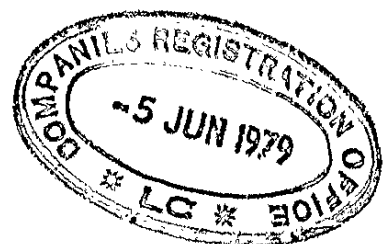
BY WRITTEN RESOLUTION of the Members of the above-named Company the following Resolution was passed as a Special Resolution:-

RESOLUTION

THAT the Objects of the Company be altered by deleting the whole of Clause 3 of its Memorandum of Association and by substituting in lieu thereof Clause 3 as set out in the document produced to the Members and for the purpose of identification initialled by them both.

DATED: this 29th day of May 1979

.....
Chairman



1416572/9

THE COMPANIES ACTS 1948 to 1976

COMPANY LIMITED BY SHARES

Memorandum of Association
OF

KNOLLGRANGE LIMITED

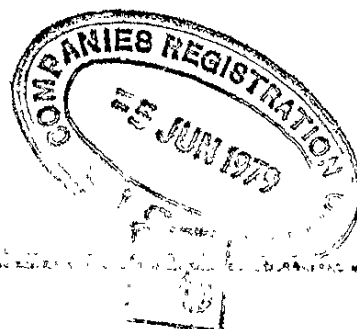
(As altered by Special Resolution passed

1979)

Incorporated the day of 19

No 1416572

COURTS & CO
15 Wimpole Street,
London, W1M 6AP



THE COMPANIES ACTS 1948 to 1976

COMPANY LIMITED BY SHARES

Memorandum of Association

OF

KNOLLGRANGE LIMITED

1. The name of the Company is " KNOLLGRANGE 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 carry on business as designers, manufacturers, buyers and sellers of and dealers in mens' ladies' and childrens' wear and clothing, fabrics and material of every description both wholesale and retail and as tailors, dress-makers, coutouriers, furriers, drapers, labor-dashers, milliners, hosiers, gloves, lace makers and dealers, feather dressers and merchants, hatters, boot and shoe makers and perfumiers and as designers, manufacturers, buyers and sellers of and dealers in real and imitation jewellery, cosmetics, leathergoods, toys, umbrellas, handbags and all other goods and articles which may be accessories to clothes or other wearing apparel and to carry on business as merchants, bankers, traders, commission agents and ship owners, carriers and warehousemen and to import, export, buy, sell, barter, exchange, pledge, make advances upon, or otherwise deal in goods, produce, articles and merchandise of every description

GARAGE
PROPRIETORS

(B) To carry on any other business of any description which may be capable of being advantageously carried on in connection with or ancillary to the objects of the Company or any of them.

(C) To purchase, acquire, sell, exchange, improve, mortgage, charge, rent, let on lease, hire, surrender, licence, accept surrenders of and otherwise acquire and deal with any land for any estate or interest and to purchase, acquire, rent, build, erect, construct, equip, execute, carry out, repair, improve, alter, work, develop, pull down, administer, maintain, manage or control works buildings/~~and~~ ~~conveniences~~ ~~or~~ ~~premises~~; whether for the purposes of the Company or for sale rent or hire to or in return for any consideration from any other company or persons (including, but not limited to, any shares, stocks, debentures; debenture stock or other securities of or other interests in any company) and turn to account and otherwise deal with and adapt the same for the purposes of the Company's businesses.

(D) To purchase or otherwise acquire all or any part of the business or assets of any person, firm or company carrying on or formed to carry on any business which the Company is authorised to carry on or possessed of property suitable to the purposes of the Company, and to pay cash or to issue any shares, stocks, debentures, or debenture stock or other securities of the Company as the consideration for such purchase or acquisition and to undertake any liabilities or obligations relating to the business or property so purchased or acquired.

(E) To apply for, purchase or otherwise acquire any property, assets, patents, licences, concessions, trade marks or exclusive or non-exclusive rights or information of any kind which may be capable of being dealt with by the Company or of benefiting the Company and to grant rights thereout and to develop, use, exercise, grant licences in respect of and turn to account and otherwise deal with the same and adapt the same for the purposes of the Company's businesses and to carry out all kinds of research work.

(F) To sell, let, licence, develop, dispose of or otherwise deal with the undertaking, or all or any part of the property or assets of the Company, upon such terms as the Company may think fit with power to accept shares, stocks, debentures, debenture stock or other securities of, or interests in, any other company.

/*

reservoirs, rivers,
waterways, roads,
railways, bridges,
tunnels, structures,
and property and
conveniences of all
kinds

- (G) To invest and deal with the moneys of the Company not immediately required for the purposes of the Company in such way or ways and subject to such conditions as the Company may think fit.
- (H) To lend and advance money and give credit to such persons, firms, bodies or companies on such terms as may seem expedient and, either with or without the receipt of any consideration or advantage direct or indirect, and whether by personal covenant or by mortgaging, charging or depositing all or any part of the undertaking property and assets of the Company both present and future, including its uncalled capital, on such terms as may seem expedient, to guarantee, support, secure and give indemnities in respect of the performance of any contracts or obligations of and the payment or repayment of the principal amounts of, and premiums interest and dividends on, any moneys owed by and mortgages, charges, bonds, debentures, debenture stocks, shares or other securities of any person, firm, body or company whatsoever in any part of the world.
- (I) To enter into partnership or any joint purse or union of interests or profit sharing arrangement with any person, firm or company having for its objects similar objects to those of the Company or any of them.
- (J) To borrow or raise money in such manner and upon such terms as the Company shall think fit, and in particular, by the creation of mortgages and charges upon and the issue of debentures or debenture stock charged upon all or any of the Company's property both present and future, including its uncalled capital, and to re-issue any debentures at any time paid off.
- (K) To draw, make, accept, endorse, discount, negotiate, execute and issue and to buy, sell and deal with promissory notes, bills of exchange, debentures, warrants and other negotiable or transferable instruments.
- (L) To subscribe for, underwrite, purchase or otherwise acquire, and to hold, dispose of and deal with the shares, stock, securities and evidences of indebtedness or of the right to participate in profits or assets or other similar documents issued by any government, authority, corporation or body, or by any company or body of persons and any options or rights in respect thereof and to buy and sell foreign exchange.

- (M) To remunerate any person or company for services rendered or to be rendered in placing or assisting to place any of the shares in the Company's capital or any debentures, debenture stock or other securities of the Company or in or about the formation or promotion of the Company or the conduct of its business.
- (N) To subscribe or guarantee money for any charitable, benevolent, national, public, general or useful object; or for any purpose which may be considered likely directly or indirectly to further the objects of the Company or the interests of its members.
- (O) To pay out of the funds of the Company all costs and expenses of or incidental to the formation and registration of the Company and the issue of its capital and debentures including brokerage and commission.
- (P) To promote or aid in the promotion of any company or companies for the purpose of acquiring all or any of the property rights and liabilities of the Company or for any other purpose which is considered or calculated to advance the interests of the Company directly or indirectly.
- (Q) To procure the registration or incorporation or recognition of the Company in or under the laws of any place outside England.
- (R) To grant pensions, gratuities or allowances to any employees or ex-employees and to officers and ex-officers (including Directors and ex-Directors) of the Company or its predecessors in business, or the relatives, connections or dependants of any such persons, and to establish, maintain or support associations, institutions, clubs, funds and trusts which are considered or calculated to benefit any such persons or otherwise advance the interests of the Company or of its members.
- (S) To establish and contribute to any scheme for the subscription or purchase by employees or Directors of shares in the Company or by trustees of shares in the Company to be held for the benefit of the Company's employees and Directors and to lend money to the Company's employees and Directors to enable them to purchase shares of the Company and to do all or any of the things herein specified in relation to employees or Directors of subsidiaries of the Company and to formulate and carry into effect any scheme for doing

INDISTINCT ORIGINAL

the profits of the Company with its employees or Directors or any of them.

(T) To distribute in specie among the members any property of the Company but so that no distribution amounting to a reduction of capital be made except with any sanction for the time being required by law.

(U) To do all or any of the things specified in this Clause 3 in any part of the world, and either as principals, agents, contractors, sub-contractors, trustees or otherwise, and by or through trustees, agents, or otherwise and either alone or in conjunction with others.

(V) To do all such other things ^{may seem} as ~~may~~ incidental or conducive to the attainment of the above objects or any of them.

None of the objects set forth in this Clause shall be restrictively construed but the widest interpretation shall be given thereto, and shall not, except when the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set out in any sub-clause of this Clause or from the terms thereof or by the name of the Company. None of such sub-clauses or the object or objects therein set out or the power thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause but each shall be construed independently of the other, and the Company shall have full power to exercise the powers conferred by each sub-clause as though each sub-clause defined the objects of a separate and independent Company.

4. The liability of the members is limited.

5. The authorised share capital of the Company is £100
into 100 Ordinary Shares of £1 each.

divided ✓

THE COMPANIES ACTS 1948 to 1976

Company limited by Shares

KNOLLGRANGE LIMITED

SPECIAL RESOLUTION

Passed: 15th June 1979

BY WRITTEN RESOLUTION of the Members of the
above-named Company the following Resolution was
passed as a Special Resolution:-

RESOLUTION

THAT the regulations contained in the document a
copy of which has been produced to the Members and
for the purpose of identification initialed by them
both be adopted as the Articles of Association of
the Company in substitution for and to the exclusion
of all existing Articles of Association.

DATED: this 20th day of June 1979

P. Kantz
.....

Chairman



THE COMPANIES ACTS 1948 to 1976

COMPANY LIMITED BY SHARES

Memorandum
Articles of Association
OF

KNOLLGRANGE LIMITED

(Adopted by Special Resolution passed

1979,

Incorporated the day of 19

No 1416572

8-10-79
15 W. York St. S.W.
1st Floor, WY1 8AP

THE COMPANIES ACTS 1948 to 1976

COMPANY LIMITED BY SHARES

Articles of Association
OF
KNOLLGRANGE LIMITED

(Adopted by Special Resolution passed

1979)

PRELIMINARY.

1. The regulations contained in Part I of Table A in the First Schedule to the Companies Act 1948 (as amended) shall, except as hereinafter provided and except insofar as the same are not inconsistent with these Articles, apply to the Company. Unless otherwise provided references herein to regulations of Table A are to regulations in Part I of the said Table A.

2. The Company is a Private Company and accordingly the restrictions contained in regulation 2 of Part II of Table A shall apply. Regulation 4 of Part II of Table A shall also apply to the Company. ✓

3. The following regulations of Table A shall not apply to the Company, videlicet :— 22, 24, 53, 58, 75, 77, 79, 84(2), 84(4), 88, 89, 90, 91, 92, 93, 106, 110, 123, 124, 126 and 130.

SHARES.

4. The Directors may allot grant options over or otherwise dispose of the unissued shares of the Company to such persons and for such consideration, and upon such terms and conditions as they may determine, but so that, except as provided by the Act, no shares shall be issued at a discount.

LIEN.

5. The lien conferred by Regulation 11 of Table A shall attach to all shares, whether fully paid or not and to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole holder thereof or one of two or more joint holders.

TRANSFER OF SHARES.

6. The Directors may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any share (whether fully paid or not) to a person who is not already a member of the Company.

7. The instrument of transfer of any share need not be signed by or on behalf of the transferee but shall be executed by or on behalf of the transferor who shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.

PROCEEDINGS AT GENERAL MEETINGS.

8. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairman or by any member present in person or by proxy and entitled to a vote. Unless a poll be so demanded a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost and an entry to that effect in the book containing the minutes of the proceedings 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.

9. A resolution in writing signed by the holders of not less than 90 per cent in aggregate of the issued Shares in the Company shall be as effective as if the same had been duly passed at a General Meeting and may consist of several documents in the like form, each signed by one or more persons. In the case of a corporation the resolution may be signed on its behalf by a Director or the Secretary thereof or by its duly appointed attorney or duly authorised representative.

SECRETARY.

10. Subject to Section 21(5) of the Companies Act 1976 the Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them at any time.

DIRECTORS.

11. The number of Directors need not exceed one. If and so long as there shall be a sole Director he shall be entitled to exercise all the powers, authorities and discretions expressed by these Articles to be vested in the

Directors generally. A sole Director shall form a quorum at meetings of Directors and regulation 99 of Table A shall be modified accordingly.

12. A person may be appointed a Director notwithstanding that he shall have attained the age of 70 years and no Director shall be liable to vacate office by reason of his attaining that or any other age.

13. A Director shall not be required to hold any shares of the Company by way of qualification. A Director who is not a member of the Company shall nevertheless be entitled to receive notice of and attend and speak at General Meetings. Regulation 134 of Table A shall be modified accordingly.

14. Subject to the provisions of Section 119 of the Companies Act 1948 a Director may contract with and participate in the profits of any contract or arrangement with the Company as if he were not a Director. A Director shall also be capable of voting in respect of such contract or arrangement, where he has previously disclosed his interest to the Company, or in respect of his appointment to any office or place of profit under the Company or of the arrangement of the terms thereof and may be counted in the quorum at any meeting at which any such matter is considered.

15. The Directors may dispense with the keeping of attendance books for meetings of the Directors or of committees of the Directors. Regulation 86 of Table A shall be modified accordingly.

16. A resolution in writing signed by all the Directors for the time being in the United Kingdom shall be as effective as a resolution duly passed at a meeting of the Directors and may consist of several documents in the like form, each signed by one or more of the Directors.

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

- (a) ceases to be a Director by virtue of Section 182 or 185 of the Companies Act 1948; or
- (b) becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (c) becomes prohibited from being a Director by reason of any order made under Section 188 of the Companies Act 1948 or under Section 28 of the Companies Act 1976; or
- (d) becomes of unsound mind; or
- (e) resigns his office by notice in writing to the Company and the Directors by resolution determine to accept such resignation; or
- (f) shall for more than six months have been absent without permission of the Directors from meetings of the Directors held during that period.

BORROWING POWERS.

18. The Directors may exercise all the powers of the Company to borrow money, whether in excess of the nominal amount of the share capital of the Company for the time being issued or not, and to mortgage or charge its undertaking, property and uncalled capital or any part thereof, and to issue debentures, debenture stock, and other securities whether outright or as security for any debt liability or obligation of the Company or of any third party.

ALTERNATE DIRECTORS.

19. (A) Any Director may at any time by writing under his hand and deposited at the registered office, or delivered at a meeting of the Directors, appoint any person to be his alternate Director and may in like manner at any time terminate such appointment. Such appointment, unless previously approved by the Directors, shall have effect only upon and subject to being so approved. The same person may be appointed the alternate Director of more than one Director. The vote or votes of an alternate Director shall be in addition to any vote or votes he may have in his own right.

(B) The appointment of an alternate Director shall ipso facto determine on the happening of any event which if he were a Director would cause him to vacate such office or if his appointor ceases to be a Director (retirement at any General Meeting at which the Director is re-elected being for such purpose disregarded).

(C) An alternate Director shall (except when absent from the United Kingdom) be entitled to receive notices of meetings of the Directors and shall be entitled to attend and vote as a Director at any such meeting at which his appointor is not personally present and generally at such meeting to perform all functions of his appointor as a Director and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he were a Director. If his appointor is at the time being absent from the United Kingdom or temporarily unable to act through ill-health or disability his signature to any resolution in writing of the Directors shall be as effective as the signature of his appointor. An alternate Director shall not (save as aforesaid) have power to act as a Director nor shall he be deemed to be a Director for the purposes of these Articles.

(D) An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements and to be repaid expenses and to be indemnified to the same extent *mutatis mutandis* as if he were a Director, but he shall not be entitled to receive from the Company in respect of his appointment as alternate Director any remuneration except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct.

ACCOUNTS.

20. The Directors shall cause accounting records to be kept in accordance with Section 12 of the Companies Act 1976. The accounting records shall be kept at the registered office of the Company or, subject to Section 12(6) and (7) of the Companies Act 1976, at such other place or places as the Directors think fit, and shall always be open to the inspection of the officers of the Company.

21. The Directors shall from time to time in accordance with Sections 150 and 157 of the Companies Act 1948 and Sections 1, 6 and 7 of the Companies Act 1976, cause to be prepared and to be laid before the Company in general meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in those Sections.

22. In regulation 127 of Table A after the words "auditors' report" there shall be inserted the words "and directors' report".

AUDITORS.

23. Auditors shall be appointed and their duties regulated in accordance with Section 161 of the Companies Act 1948, Section 14 of the Companies Act 1967 and Sections 13 to 18 of the Companies Act 1976.

INDEMNITY.

24. Subject to Section 205 of the Companies Act 1948 and in addition to such indemnity as is contained in regulation 136 of Table A, every Director, officer, or official of the Company shall be indemnified out of the funds of the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto.

~~OVER-RIDING PROVISIONS.~~

25. Whenever ~~(company number)~~ ^{nit} (hereinafter called "the Parent Company") or any subsidiary of the Parent Company, shall be the holder of not less than 90 per cent of the issued Shares in the Company the following provisions shall apply and to the extent of any inconsistency shall have over-riding effect as against all other provisions of these Articles :-

- (A) the Parent Company may at any time and from time to time appoint any person to be a Director or remove from office any Director howsoever appointed but so that in the case of a Managing Director his removal from office shall be deemed to be an act of the Company and shall have effect without prejudice to

~~any claim for damages for breach of any contract of service between him and the Company;~~

- (B) no Director shall be appointed or shall be removed without the consent of the Parent Company;
- (C) no unissued shares shall be issued or agreed to be issued or put under option or otherwise disposed of without the consent of the Parent Company;
- (D) any or all powers of the Directors shall be restricted in such respect and to such extent as the Parent Company may by notice to the Company from time to time prescribe.

Any such appointment, removal, consent or notice shall be in writing served on the Company and signed on behalf of the Parent Company by any two of its Directors or by any one of its Directors and its Secretary or some other person duly authorised for the purpose. No person dealing with the Company shall be concerned to see or enquire as to whether the powers of the Directors have been in any way restricted hereunder or as to whether any requisite consent of the Parent Company has been obtained and no obligation incurred or security given or transaction effected by the Company to or with any third party shall be invalid or ineffectual unless the third party had at the time express notice that the incurring of such obligation or the giving of such security or the effecting of such transaction was in excess of the powers of ~~the Directors.~~

G

COMPANIES FORM No. 123
Notice of increase
in nominal capital

123

Please do not
write in
this margin

Pursuant to section 123 of the Companies Act 1985

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

*Insert full name
of company

To the Registrar of Companies

For official use Company number

[219]

1416 572

Name of company

* KNOWL GRANGE LIMITED

gives notice in accordance with section 123 of the above Act that by resolution of the company
dated 9TH FEBRUARY 1987 the nominal capital of the company has been
increased by £ 999,900 beyond the registered capital of £ 100.

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

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

The conditions (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:

To rank pari passu with the existing
11. Ordinary Shares.

Please tick here if
continued overleaf

§Delete as
appropriate

Signed

[Director][Secretary]§ Date

9-2-1987

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

ANDREW CROOK SERVICES,
123, CHANCERY LANE,
LONDON WC2A 1PP

MN/1610

For official use
General section

Post room



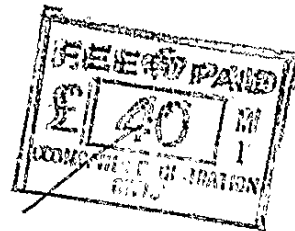
Oyez

The Solicitors' Law Stationery Society plc, Oyez House, 27 Criniscott Street, London SE1 5TS

Companies G123

1985
2.86
50
**

Company No.1416572. ✓



THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
SPECIAL RESOLUTION
OF
KNOLLGRANGE LIMITED ✓

At an Extraordinary General Meeting of the Company duly convened and held on 4th June 1987, the following special Resolution was passed:-

"That the name of the Company be changed to Blazer U.K. Limited".

8/7/87

CHAIRMAN



mid £40

108056,

FILE COPY



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

No. 1416572

I hereby certify that

KNOLLGRANGE LIMITED

having by special resolution changed its name,

is now incorporated under the name of

BLAZER U.K. LIMITED

Given under my hand at the Companies Registration Office,

Cardiff the 8 JULY 1987

D. G. Blackstock
D. G. BLACKSTOCK

an authorised officer



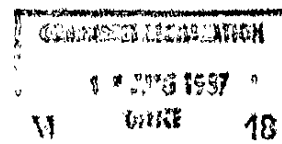
Company No. 1416572

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
SPECIAL RESOLUTION
OF
BLAZER U.K. LIMITED

At an Extraordinary General Meeting of the Company duly convened and held on the 12th August 1987, the following Special Resolution was passed:-

"That the name of the Company be changed to Blazer Limited".

CHAIRMAN



W15
103346,
£40

FILE COPY



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

No. 1416572

I hereby certify that

BLAZER U.K. LIMITED

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

BLAZER LIMITED

Given under my hand at the Companies Registration Office,
Cardiff the 9 SEPTEMBER 1987


D.M. WILKIE

an authorised officer

No.1416572

The Companies Acts 1948 to 1976

- and -

The Companies Act 1985

Company Limited by Shares

BLAZER LIMITED

SPECIAL RESOLUTION

Passed *15th September* 1987

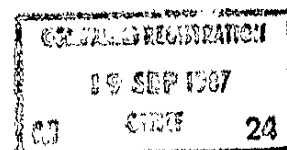
AT AN EXTRAORDINARY GENERAL MEETING of the Company held on the *15th* day of *September* 1987 the following RESOLUTION was passed as a SPECIAL RESOLUTION:

RESOLUTION

THAT the objects of the Company be altered by deleting the whole of Clause 3 of its Memorandum of Association and by substituting in lieu thereof Clause 3 as set out in the document produced to this meeting and for the purpose of identification initialled by the Chairman thereof.

DATED this *15th* day of *September* 1987.

[Signature]
Chairman



THE COMPANIES ACT 1948 TO 1976

and

THE COMPANIES ACT 1985

1416572

PRIVATE COMPANY LIMITED BY SHARES

NEW
MEMORANDUM OF ASSOCIATION

OF

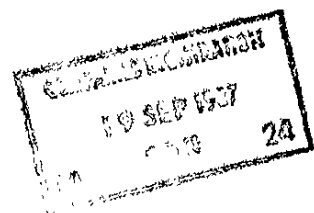
BLAZER LIMITED

(As altered by Special Resolution passed 15th September 1987)

Incorporated the 23rd day of February 1979

No. 1416572

COUNTS & CO.
15 Wimpole Street
London, W1M 0BP
Ref. PT/0178T



THE COMPANIES ACTS 1948 to 1976

and

THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

BLAZER LIMITED

(As altered by Special Resolution passed

1987)

- 1 The name of the Company is "Blazer Limited".
2. The Registered Office of the Company will be situate in England.
3. The Company's objects are:-
 - (A)(i) To carry on the business of a holding company and to do all lawful acts and things whatever which may be necessary or convenient to carry on the business of a holding company and in particular to do all lawful acts and things that its subsidiaries from time to time are empowered to do and to carry on in all its branches the business of a management and service company and to act as managers and to co-ordinate and direct the management and affairs of other companies and of the businesses property and estates of any persons or companies and to undertake and carry out all such services in connection therewith as may be deemed expedient and to exercise its powers as a controlling shareholder of other companies;
 - (ii) to carry on business as designers, manufacturers, importers, exporters, buyers and sellers of and dealers in mens', ladies' and childrens' wear and clothing, fabrics and material of every description both wholesale and retail and as tailors, dressmakers, couturiers, furriers, drapers,

haberdashers, milliners, hosiers, glovers, lace makers and dealers, feather dressers and merchants, hatters, boot and shoe makers and perfumiers and as designers, manufacturers, buyers and sellers of and dealers in real and imitation jewellery, cosmetics, leathergoods, toys, umbrellas, handbags and all other goods and articles which may be accessories to clothes or other wearing apparel, and as buyers and sellers of and dealers in textiles and fabrics of every description, linens, sheets, blankets and all forms of household goods, cottons, woollens, piece-goods, drapery, curtains, carpets and interior decor; and to carry on business as fashion artists and designers, dyers, cleaners and renovators, decorators and suppliers of all type of decorating materials, and as manufacturers, merchants, bankers, traders, factors, commission agents and ship owners, carriers and warehousemen and to import, export, buy, sell, barter, exchange, pledge, make advances upon, or otherwise deal in goods, produce, commodities, articles and merchandise of every description.

- (B) To carry on any other trade or business of any description which can in the opinion of the Board of Directors be advantageously carried on in connection with or ancillary to the objects of the Company or any of them.
- (C) To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.
- (D) To purchase, acquire, sell, exchange, improve, mortgage, charge, rent, let on lease, hire, surrender, licence, accept surrenders of and otherwise acquire and deal with any land for any estate or interest and to purchase, acquire, rent, build, erect, construct, equip, execute, carry out, repair, improve, alter, work, develop, pull down, administer, maintain, manage or control works, buildings, reservoirs, rivers, waterways, roads, railways, bridges, tunnels, structures and property and conveniences of all kinds, whether for the purposes of the Company or for sale rent or hire to or in return for any consideration from any other company or persons (including, but not limited to, any shares, stocks, debentures, debenture stock or other securities of or other interests in any company) and turn to account and otherwise deal with and adapt the same for the purposes of the Company's business.
- (E) To purchase or otherwise acquire all or any part of the business, goodwill or assets of any person, firm or company carrying on or formed to carry on any business

which the Company is authorised to carry on or possessed of property suitable to the purposes of the Company, and to pay cash or to issue any shares, stocks, debentures, or debenture stock or other securities of the Company as the consideration for such purchase or acquisition and to undertake any liabilities or obligations relating to the business or property so purchased or acquired.

- (F) To apply for, register, purchase or otherwise acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere, any property, assets, patents, licences, patent rights, brevets d'invention, secret processes, designs, concessions, trade ^{of 30/1/1908} marks or exclusive or non-exclusive rights or information of any kind which may be capable of being dealt with by the Company or of benefiting the Company and to grant rights thereout and to disclaim, alter, modify, develop, use, exercise, grant licences in respect of, turn to account, manufacture under and otherwise deal with the same and adapt the same for the purposes of the Company's businesses and to carry out all kinds of research work and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.
- (G) To sell, let on lease or otherwise, license, construct, repair, develop, improve, manage, exchange, mortgage, charge, grant options, rights and privileges in respect of, dispose of or otherwise deal with the undertaking, or all or any part of the property, rights or assets of the Company, upon such terms as the Company may think fit with power to accept shares, stocks, debentures, debenture stock or other securities of, or interests in, any other company.
- (H) To invest and deal with the moneys of the Company not immediately required for the purposes of the Company in such way or ways and subject to such conditions as the Company may think fit and to hold or otherwise deal with any investments made.
- (I) To lend and advance money and give credit to such persons, firms, bodies or companies on such terms as may seem expedient and, either with or without the receipt of any consideration, security or advantage direct or indirect, and whether by personal covenant or by mortgaging, charging or depositing all or any part of the undertaking property and assets of the Company both present and future, including its uncalled capital, on such terms as may seem expedient, to guarantee, support, secure and give indemnities in respect of the performance of any contracts or obligations of and the payment or repayment of the principal amounts of, and

premiums interest and dividends on, any moneys owed by and mortgages, charges, bonds, debentures, debenture stocks, shares or other securities of any person, firm, body or company whatsoever in any part of the world.

- (J) To amalgamate with or to enter into partnership or any joint purse or union of interests or profit sharing arrangement with any person, firm or company having for its objects similar objects to those of the Company or any of them.
- (K) To borrow or raise money in such manner and upon such terms as the Company shall think fit, and in particular, by the creation of mortgages, liens and charges upon and the issue of debentures or debenture stock charged upon all or any of the Company's property or assets both present and future, including its uncalled capital, and to re-issue any debentures at any time paid off.
- (L) To draw, make, accept, endorse, discount, negotiate, execute and issue and to buy, sell and deal with cheques, promissory notes, bills of exchange, bills of lading, debentures, warrants and other negotiable or transferable instruments.
- (M) To subscribe for, underwrite, purchase or otherwise acquire, and to hold, dispose of and deal with the shares, stock, securities and evidences of indebtedness or of the right to participate in profits or assets or other similar documents issued by any government, authority, corporation or body, or by any company (including without limitation and to the extent permitted by Law the Company itself) or body of persons and any options or rights in respect thereof and to buy and sell foreign exchange.
- (N) To remunerate any person, firm, body or company for services rendered or to be rendered in placing or assisting to place any of the shares in the Company's capital or any debentures, debenture stock or other securities of the Company or in or about the formation or promotion of the Company or the conduct of its business.
- (O) To apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect or for effecting any modification of the Company's constitution, or for any other purpose which may in the opinion of the Board of Directors directly or indirectly promote the Company's interests, and to oppose any proceedings or applications which may in the opinion of the Board of Directors directly or indirectly prejudice the Company's interests.

- (P) To enter into any arrangements with any government or authority (supreme, municipal, local or otherwise) that in the opinion of the Board of Directors may be conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions.
- (Q) To subscribe or guarantee money for any charitable, benevolent, national, public, general or useful object; or for any purpose which may be considered likely directly or indirectly to further the objects of the Company or the interests of its members.
- (R) To pay out of the funds of the Company all costs and expenses of or incidental to the promotion, incorporation, formation and registration of the Company and the issue of its capital and debentures including brokerage and commission.
- (S) To promote or aid in the promotion of any company or companies for the purpose of acquiring all or any of the property, undertaking, rights and liabilities of the Company or for any other purpose which is considered or calculated to advance the interests of the Company directly or indirectly.
- (T) To procure the registration or incorporation or recognition of the Company in or under the laws of any place outside England.
- (U) To grant pensions, annuities, gratuities, superannuation or other allowances to any employees or ex-employees and to officers and ex-officers (including Directors and ex-Directors) of the Company or its predecessors in business or of any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or the predecessors in business of any such subsidiary, holding or fellow subsidiary company, or the relatives, connections or dependants of any such persons, and to make payments towards insurance and to establish, maintain or support associations, institutions, clubs, funds, schemes and trusts which are considered or calculated to benefit any such persons or otherwise advance the interests of the Company or of its Members.
- (V) To establish and contribute to any scheme for the subscription or purchase by employees or Directors of shares in the Company or by trustees of shares in the

Company to be held for the benefit of the Company's employees and Directors and to the extent permitted by law to lend money to the Company's employees and Directors to enable them to purchase shares of the Company and to do all or any of the things herein specified in relation to employees or Directors of subsidiaries of the Company and to formulate and carry into effect any scheme for sharing the profits of the Company with its employees or Directors or any of them.

- (W) To insure the life of any person who may, in the opinion of the Company, be of value to the Company as having or holding for the Company interests goodwill or influence or other assets and to pay the premiums on such insurance.
- (X) To distribute in specie among the members any property of the Company but so that no distribution amounting to a reduction of capital be made except with any sanction for the time being required by law.
- (Y) To do all or any of the things specified in this Clause 3 in any part of the world, and either as principals, agents, contractors, sub-contractors, trustees or otherwise, and by or through trustees, agents, or otherwise and either alone or in conjunction with others.
- (Z) To do all such things as may be incidental or conducive to the attainment of the above objects or any of them.

None of the objects set forth in this Clause shall be restrictively construed but the widest interpretation shall be given thereto, and shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set out in any sub-clause of this Clause or from the terms thereof or by the name of the Company. None of such sub-clauses or the objects therein set out or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause but each shall be construed independently of the other and the Company shall have full power to exercise the powers conferred by each sub-clause as though each sub-clause defined the objects of a separate and independent company.

4. The liability of the members is limited.

5. The share capital of the Company is £100 divided into 100 Ordinary Shares of £1 each. The Company has power to increase the share capital and to divide the shares (whether original or increased) into several classes and attach thereto any preferred, deferred or other special rights, privileges or conditions as regards dividends, repayment of 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
SUNDER MANSUKHANI 14 New Square, Lincoln's Inn, London WC2A 3SH. Law Stationer.	ONE
KEITH S. DUNGATE 14 New Square, Lincoln's Inn, London, WC2A 3SH Law Stationer	ONE

Dated this 28th day of January 1979

Witness to the above Signatures:-

LESLEY SMITH,
14 New Square,
Lincoln's Inn,
London WC2A 3SH

Clerk

No. 1416572

The Companies Acts 1948 to 1976

- and -

The Companies Act 1985

Company Limited by Shares

BLAZER LIMITED

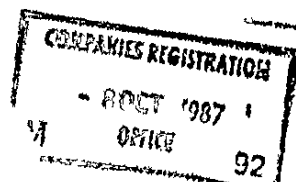
SPECIAL RESOLUTION

Passed 7 October 1987

AT AN EXTRAORDINARY GENERAL MEETING of the Company held on the day of 7 October 1987 the following RESOLUTION was passed as a SPECIAL RESOLUTION:

THAT:-

- (A) The Company be re-registered as a public company;
- (B) The Company's Memorandum of Association be altered by inserting a new Clause 2 and renumbering the existing Clauses accordingly so that the said Memorandum of Association states that the Company is to be a public company;
- (C) With effect from the issue to the Company by the Registrar of Companies of a certificate under sub-section 47(1) of the Companies Act 1985 stating that the Company is a public company, the Memorandum of Association be altered by deleting the words "The Registered Office of the Company will be situate in England" and replacing them by the words "The Company's registered office is to be situated in England and Wales";



- (D) With effect from the issue to the Company by the Registrar of Companies of the said certificate, new Articles of Association be approved and adopted by the Company (to the exclusion of and in substitution for all existing Articles of the Company) in the form attached to the Notice of this Extraordinary General Meeting and produced to this said Meeting;
- (E) With effect from the issue to the Company by the Registrar of Companies of the said certificate, the name of the Company be changed to "BLAZER PLC".

Dated this 7th day of October 1987


.....
Chairman



COMPANIES FORM No. 43(3)

**Application by a private
company for re-registration
as a public company**

43(3)

Please do not
write in
this margin

Pursuant to section 43(3) 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

[] [] [] 41 6572

Name of company

* BLAZER LIMITED

* insert existing full
name of company

applies to be re-registered as a public company by the name of BLAZER PLC

o insert full name of
company amended
to make it appropriate
for this company as
a public limited
company

and for that purpose delivers the following documents for registration:

- 1 Declaration made by a director or the secretary in accordance with section 43(3)(e) of the above Act (on Form No 43(3)(e))
- 2 Printed copy of memorandum and articles as altered in pursuance of the special resolution under section 43(1)(a) of the above Act.
- 3 Copy of auditors written statement in accordance with section 43(3)(b) of the above Act
- 4 Copy of relevant balance sheet and of auditors unqualified report on it

5 delete if section 44
of the Act does not
apply

~~5 Copy of any valuation report~~

† delete as
appropriate

Signed

[Director][Secretary] & Date

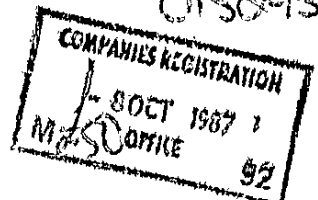
7/10/87

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

Courts & Co
15 Wimpole Street
London W1M 8AP
ref: PT

For official Use
General Section

For official Use
Part 100



x DK
THE COMPANIES ACTS 1948 to 1976

and

THE COMPANIES ACT 1985

PUBLIC COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

(As altered by Special Resolution passed 7th October 1987)

AND

NEW

ARTICLES OF ASSOCIATION

(As adopted by Special Resolution passed 7th October 1987)

OF

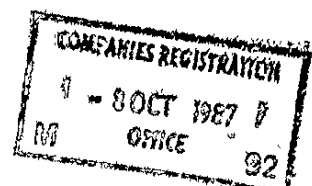
BLAZER PLC

Incorporated the 23rd day of February 1979

No. 1416572

COURTS & CO.
15 Wimpole Street
London W1M 8AP

Ref: PT/0117TD



C O N T E N T S

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PUBLIC COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

BLAZER PLC

(As altered by Special Resolution passed on *7th October* 1987)

1. *The name of the Company is "Blazer PLC".
2. The Company is to be a public company.
3. The Company's registered office is to be situated in England and Wales.
4. *The Company's objects are:-
 - (A)(i) To carry on the business of a holding company and to do all lawful acts and things whatever which may be necessary or convenient to carry on the business of a holding company and in particular to do all lawful acts and things that its subsidiaries from time to time are empowered to do and to carry on in all its branches the business of a management and service company and to act as managers and to co-ordinate and direct the management and affairs of other companies and of the businesses property and estates of any

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- *NOTES:
1. The name of the Company was changed from Knollgrange Limited to Blazer U.K. Limited on 8th July 1987 and to Blazer Limited on 9th September 1987
 2. The objects of the Company were altered by Special Resolution passed on * *15th* September 1987
 3. The Company was converted to a public limited company and consequential amendments were made to its memorandum of association on *7th October* 1987

persons or companies and to undertake and carry out all such services in connection therewith as may be deemed expedient and to exercise its powers as a controlling shareholder of other companies;

- (ii) to carry on business as designers, manufacturers, importers, exporters, buyers and sellers of and dealers in mens', ladies' and childrens' wear and clothing, fabrics and material of every description both wholesale and retail and as tailors, dressmakers, couturiers, furriers, drapers, haberdashers, milliners, hosiers, gloves, lace makers and dealers, feather dressers and merchants, hatters, boot and shoe makers and perfumiers and as designers, manufacturers, buyers and sellers of and dealers in real and imitation jewellery, cosmetics, leathersgoods, toys, umbrellas, handbags and all other goods and articles which may be accessories to clothes or other wearing apparel, and as buyers and sellers of and dealers in textiles and fabrics of every description, linens, sheets, blankets and all forms of household goods, cottons, woollens, piece-goods, drapery, curtains, carpets and interior decor; and to carry on business as fashion artists and designers, dyers, cleaners and renovators, decorators and suppliers of all type of decorating materials, and as manufacturers, merchants, bankers, traders, factors, commission agents and ship owners, carriers and warehousemen and to import, export, buy, sell, barter, exchange, pledge, make advances upon, or otherwise deal in goods, produce, commodities, articles and merchandise of every description.
- (B) To carry on any other trade or business of any description which can in the opinion of the Board of Directors be advantageously carried on in connection with or ancillary to the objects of the Company or any of them.
- (C) To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.
- (D) To purchase, acquire, sell, exchange, improve, mortgage, charge, rent, let on lease, hire, surrender, licence, accept surrenders of and otherwise acquire and deal with any land for any estate or interest and to purchase, acquire, rent, build, erect, construct, equip, execute, carry out, repair, improve, alter, work, develop, pull down, administer, maintain, manage or control works, buildings, reservoirs, rivers, waterways, roads, railways, bridges, tunnels, structures and property and conveniences of all kinds, whether for the purposes of the Company or for sale rent or hire to or in return for any consideration from any other company or persons (including, but not

limited to, any shares, stocks, debentures, debenture stock or other securities of or other interests in any company) and turn to account and otherwise deal with and adapt the same for the purposes of the Company's business.

- (E) To purchase or otherwise acquire all or any part of the business, goodwill or assets of any person, firm or company carrying on or formed to carry on any business which the Company is authorised to carry on or possessed of property suitable to the purposes of the Company, and to pay cash or to issue any shares, stocks, debentures, or debenture stock or other securities of the Company as the consideration for such purchase or acquisition and to undertake any liabilities or obligations relating to the business or property so purchased or acquired.
- (F) To apply for, register, purchase or otherwise acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere, any property, assets, patents, licences, patent rights, brevets d'invention, secret processes, designs, concessions, trade or service marks or exclusive or non-exclusive rights or information of any kind which may be capable of being dealt with by the Company or of benefiting the Company and to grant rights thereout and to disclaim, alter, modify, develop, use, exercise, grant licences in respect of, turn to account, manufacture under and otherwise deal with the same and adapt the same for the purposes of the Company's businesses and to carry out all kinds of research work and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.
- (G) To sell, let on lease or otherwise, license, construct, repair, develop, improve, manage, exchange, mortgage, charge, grant options, rights and privileges in respect of, dispose of or otherwise deal with the undertaking, or all or any part of the property, rights or assets of the Company, upon such terms as the Company may think fit with power to accept shares, stocks, debentures, debenture stock or other securities of, or interests in, any other company.
- (H) To invest and deal with the moneys of the Company not immediately required for the purposes of the Company in such way or ways and subject to such conditions as the Company may think fit and to hold or otherwise deal with any investments made.
- (I) To lend and advance money and give credit to such persons, firms, bodies or companies on such terms as may seem expedient and, either with or without the receipt of any consideration, security or advantage

direct or indirect, and whether by personal covenant or by mortgaging, charging or depositing all or any part of the undertaking property and assets of the Company both present and future, including its uncalled capital, on such terms as may seem expedient, to guarantee, support, secure and give indemnities in respect of the performance of any contracts or obligations of and the payment or repayment of the principal amounts of, and premiums interest and dividends on, any moneys owed by and mortgages, charges, bonds, debentures, debenture stocks, shares or other securities of any person, firm, body or company whatsoever in any part of the world.

- (J) To amalgamate with or to enter into partnership or any joint purse or union of interests or profit sharing arrangement with any person, firm or company having for its objects similar objects to those of the Company or any of them.
- (K) To borrow or raise money in such manner and upon such terms as the Company shall think fit, and in particular, by the creation of mortgages, liens and charges upon and the issue of debentures or debenture stock charged upon all or any of the Company's property or assets both present and future, including its uncalled capital, and to re-issue any debentures at any time paid off.
- (L) To draw, make, accept, endorse, discount, negotiate, execute and issue and to buy, sell and deal with cheques, promissory notes, bills of exchange, bills of lading, debentures, warrants and other negotiable or transferable instruments.
- (M) To subscribe for, underwrite, purchase or otherwise acquire, and to hold, dispose of and deal with the shares, stock, securities and evidences of indebtedness or of the right to participate in profits or assets or other similar documents issued by any government, authority, corporation or body, or by any company (including without limitation and to the extent permitted by law the Company itself) or body of persons and any options or rights in respect thereof and to buy and sell foreign exchange.
- (N) To remunerate any person, firm, body or company for services rendered or to be rendered in placing or assisting to place any of the shares in the Company's capital or any debentures, debenture stock or other securities of the Company or in or about the formation or promotion of the Company or the conduct of its business.
- (O) To apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of

Trade or other authority for enabling the Company to carry any of its objects into effect or for effecting any modification of the Company's constitution, or for any other purpose which may in the opinion of the Board of Directors directly or indirectly promote the Company's interests, and to oppose any proceedings or applications which may in the opinion of the Board of Directors directly or indirectly prejudice the Company's interests.

- (P) To enter into any arrangements with any government or authority (supreme, municipal, local or otherwise) that in the opinion of the Board of Directors may be conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions.
- (Q) To subscribe or guarantee money for any charitable, benevolent, national, public, general or useful object; or for any purpose which may be considered likely directly or indirectly to further the objects of the Company or the interests of its members.
- (R) To pay out of the funds of the Company all costs and expenses of or incidental to the promotion, incorporation, formation and registration of the Company and the issue of its capital and debentures including brokerage and commission.
- (S) To promote or aid in the promotion of any company or companies for the purpose of acquiring all or any of the property, undertaking, rights and liabilities of the Company or for any other purpose which is considered or calculated to advance the interests of the Company directly or indirectly.
- (T) To procure the registration or incorporation or recognition of the Company in or under the laws of any place outside England.
- (U) To grant pensions, annuities, gratuities, superannuation or other allowances to any employees or ex-employees and to officers and ex-officers (including Directors and ex-Directors) of the Company or its predecessors in business or of any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or the predecessors in business of any such subsidiary, holding or fellow subsidiary company, or the relatives, connections or dependants of any such persons, and to make payments towards insurance and to establish, maintain or support associations, institutions, clubs, funds, schemes and trusts which

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are considered or calculated to benefit any such persons or otherwise advance the interests of the Company or of its Members.

- (V) To establish and contribute to any scheme for the subscription or purchase by employees or Directors of shares in the Company or by trustees of shares in the Company to be held for the benefit of the Company's employees and Directors and to the extent permitted by law to lend money to the Company's employees and Directors to enable them to purchase shares of the Company and to do all or any of the things herein specified in relation to employees or Directors of subsidiaries of the Company and to formulate and carry into effect any scheme for sharing the profits of the Company with its employees or Directors or any of them.
- (W) To insure the life of any person who may, in the opinion of the Company, be of value to the Company as having or holding for the Company interests goodwill or influence or other assets and to pay the premiums on such insurance.
- (X) To distribute in specie among the members any property of the Company but so that no distribution amounting to a reduction of capital be made except with any sanction for the time being required by law.
- (Y) To do all or any of the things specified in this Clause 4 in any part of the world, and either as principals, agents, contractors, sub-contractors, trustees or otherwise, and by or through trustees, agents, or otherwise and either alone or in conjunction with others.
- (Z) To do all such things as may be incidental or conducive to the attainment of the above objects or any of them.

None of the objects set forth in this Clause shall be restrictively construed but the widest interpretation shall be given thereto, and shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set out in any sub-clause of this Clause or from the terms thereof or by the name of the Company. None of such sub-clauses or the objects therein set out or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause but each shall be construed independently of the other and the Company shall have full power to exercise the powers conferred by each sub-clause as though each sub-clause defined the objects of a separate and independent company.

5. The liability of the members is limited.

6. The share capital of the Company is £100 divided into 100 Ordinary Shares of £1 each. The Company has power to increase

the share capital and to divide the shares (whether original or increased) into several classes and attach thereto any preferred, deferred or other special rights, privileges or conditions as regards dividends, repayment of capital, voting or otherwise.

NOTE: (1) By a Special Resolution passed on 9th February 1987 the capital of the Company was increased to £1,000,000 by the creation of 999,900 additional shares of £1 each

(2)

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
SUNDER MAJTHUKHANI 14 New Square, Lincoln's Inn, London WC2A 3SH. Law Stationer.	ONE
KEITH S. DUNGATE 14 New Square, Lincoln's Inn, London, WC2A 3SH Law Stationer	ONE

Dated this 28th day of January 1979

Witness to the above Signatures:-

LESLEY SMITH,
14 New Square,
Lincoln's Inn,
London WC2A 3SH

Clerk

THE COMPANIES ACTS 1948 to 1976

and

THE COMPANIES ACT 1985

PUBLIC COMPANY LIMITED BY SHARES

New

ARTICLES OF ASSOCIATION

of

BLAZER PLC

(As adopted by Special Resolution passed on *7th October* 1987)

1. OTHER REGULATIONS EXCLUDED

- 1.01 No statutory regulations for the management of a company shall apply to the Company, but the following shall be the Articles of Association of the Company.

2. INTERPRETATION

- 2.01 In these Articles the following expressions have the following meanings:-

<u>Expression</u>	<u>Meaning</u>
the Company	Blazer PLC.
the Act	the Companies Act 1985.
the Statutes	the Act and every other Act from time to time in force concerning companies.
these Articles	these Articles of Association as altered from time to time.
the Board	the Board of Directors of the Company from time to time or the Directors present at a duly convened meeting of Directors at which a quorum is present.

<u>Expression</u>	<u>Meaning</u>
dividend	includes bonus, if not inconsistent with the subject or context.
the Office	the registered office of the Company from time to time.
the Register	the register of members of the Company.
the Seal	the common seal of the Company.
the United Kingdom	Great Britain Northern Ireland the Channel Islands and the Isle of Man.
month	calendar month.
year	year from the 1st January to the 31st December inclusive.
paid up	paid up or credited as paid up in respect of the nominal amount of a share.
the Auditors	the auditors of the Company from time to time.
the Group	the Company and its subsidiaries (within the meaning of section 736 of the Act) from time to time.
the audited balance sheet	the latest audited balance sheet of the Company unless as at the date of such balance sheet there shall have been made up as at such date and audited a consolidated balance sheet of the Company and its subsidiaries (with such exceptions as may be permitted in the case of a consolidated balance sheet prepared for the purposes of the Statutes) and in the latter event "the audited balance sheet" means the audited consolidated balance sheet of the Company and such subsidiaries and references to reserves and profit and loss account shall be deemed to be references to consolidated reserves and consolidated profit and loss account respectively and there shall be excluded any amounts attributable to outside interests in subsidiaries.
stock exchange nominee	has the meaning ascribed thereto by section 185(4) of the Act.

writing	includes printing, typewriting, lithography, photography, telex, facsimile transmission and any other mode or modes of presenting or reproducing words in a visible form or partly one mode and partly another.
appointment	includes election (and appoint includes elect).
share and shareholder	includes stock and stockholder.
debenture and debenture holder	includes debenture stock and debenture stockholder.
the Secretary	subject to the provisions of the Statutes includes a joint Secretary, a temporary, assistant or deputy Secretary and any person appointed by the Board to perform any of the duties of the Secretary.

2.02 Words importing:-

- (a) the singular number only include the plural number and vice versa;
- (b) the masculine gender only include the feminine gender;
- (c) persons include corporations and bodies of persons.

2.03 References herein to:-

- (a) "mental disorder" mean mental disorder as defined in section 1 of the Mental Health Act 1983 and "mentally disordered" shall be construed accordingly;
- (b) any section or provision of any statute, if not inconsistent with the subject or context, include any corresponding or substituted section or provision of any amending, consolidating or replacement statute all statutory instruments, regulations or orders made pursuant to such section or provision or such corresponding or substituted section or provision, any statutory section or provision of which such section or provision is a re-enactment or modification and all statutory instruments, regulations or orders made pursuant thereto;
- (c) an Article by number are to the particular Article of these Articles.

- 2.04 Unless the context otherwise requires, words or expressions contained in these regulations bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these regulations become binding on the Company.
- 2.05 The headings are inserted for convenience only and shall not affect the construction of these Articles.
3. BUSINESS
- 3.01 Any business which the Company is either expressly or by implication authorised to undertake may be undertaken by the Company at such time or times as the Board shall think fit, and further may be suffered by it to be in abeyance, whether such business may have been actually commenced or not, so long as the Board may deem it expedient not to commence or proceed with the same.
4. REGISTERED OFFICE
- 4.01 The Office shall be at such place in England and Wales as the Board shall from time to time appoint.
5. SHARE CAPITAL
- 5.01 The authorised share capital of the Company at the date of the adoption of these Articles is £1,000,000 divided into one million Ordinary Shares of £1 each.
6. SHARE ISSUES
- 6.01 Subject to all requisite authority under the Statutes being given by the Company in General Meeting and to any directions which may be given by the Company in General Meeting, shares unissued at the date of adoption of these Articles and any shares hereafter created shall be under the control of the Board, which may allot (with or without conferring a right of renunciation), grant options over or otherwise dispose of the same to such persons (including the Directors themselves) on such terms and at such times as the Board may think proper, provided that no shares shall be issued at a discount.
- 6.02 Any share may, with the sanction of a Special Resolution, be issued on the terms that it is, or at the option of the Company or of the holder of such share is liable, to be redeemed and such Resolution may set out the terms on and the manner in which redemption of the same may be affected.
- 6.03 Subject to the provisions of the Statutes (and to the sanction of an Extraordinary Resolution passed at a separate class meeting of the holders of any class of convertible shares) the Company may purchase any of its own shares (including any redeemable shares) and (without prejudice to the generality of the foregoing) the Company

may (subject to the provisions of this Article 6 and to any directions which may be given by the Company in General Meeting) make a market purchase (within the meaning of section 163 of the Act) of any of its own shares.

6.04 In any resolution passed pursuant to sections 164, 165 or 166 of the Act any reference:-

- (a) to a specific number of shares and specific prices shall in the event of a consolidation or sub-division of the shares in question be rateably adjusted to reflect such consolidation or sub-division; and
- (b) to specific prices shall in the event of an issue by way of capitalisation of profits or reserves or by way of rights by reference to the shares in question be rateably adjusted by reference to the middle market quotations in The Stock Exchange Daily Official List on the first dealing day on which such shares are marked ex-script or ex-rights (as the case may be) and on the dealing day immediately prior thereto which adjustment shall be certified by the Auditors acting as experts and not as arbitrators and so that their certificate shall be binding on all parties.

7. SPECIAL RIGHTS MAY BE ATTACHED TO SHARES

7.01 Without prejudice to any special rights previously conferred on the holders of the then existing shares in the capital of the Company, and subject to the provisions of the Statutes and of these Articles, any shares may be issued with such preferential, deferred, qualified or other special rights, privileges or conditions, whether in regard to dividend, voting, return of capital or otherwise, as the Company may from time to time by Ordinary Resolution direct. Subject to any directions made by the Company when resolving under this Article the Board shall be authorised to issue such shares on such terms as it thinks fit.

8. COMMISSION AND BROKERAGE

8.01 The Company may in connection with the issue of any shares exercise all powers of paying commission and brokerage conferred or permitted by the Statutes. Any such commission or brokerage may be satisfied in whole or in part by the allotment of fully paid shares of the Company, in which case sections 97 and 98 of the Act shall be complied with.

9. JOINT HOLDERS OF SHARES

9.01 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 or other moneys payable in

respect of such share, but such power shall not apply to the legal personal representatives of a deceased member.

- 9.02 The Company shall not be bound to register more than four persons as joint holders of any share.

10. TRUSTS NOT TO BE RECOGNISED

- 10.01 Except as otherwise expressly provided by these Articles or as required by law or as ordered by a Court of competent jurisdiction and notwithstanding any information received by the Company pursuant to Part VI of the Act or otherwise no person shall be recognised by the Company as holding any share on any trust, and the Company shall not be bound by or required to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any right whatsoever in respect of any share or any interest in any fractional part of a share other than an absolute right to the entirety thereof in the registered holder.

11. SHARE CERTIFICATES

- 11.01 Every member (except a stock exchange nominee in respect of whom the Company is not by law required to complete and have ready for delivery a certificate) shall be entitled, without payment, to receive within two months after allotment or lodgment of a transfer (unless the conditions of issue provide for a longer interval) one certificate for all the shares of each class registered in his name pursuant to such allotment or transfer, specifying the number, class and distinguishing numbers (if any) of the shares in respect of which it is issued and the amount paid up thereon.
- 11.02 If and so long as all the issued shares in the capital of the Company or all the issued shares of a particular class are fully paid up and rank pari passu for all purposes, then none of those shares shall bear a distinguishing number. In all other cases each share shall bear a distinguishing number.
- 11.03 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.
- 11.04 When a member has transferred part only of the shares contained in a certificate, he shall be entitled without charge to a certificate for the balance of his shares.
- 11.05 Every certificate for shares or debentures or representing any other form of security of the Company shall in accordance with Article 47 be issued under the Seal, or an official seal kept by the Company by virtue of section 40

of the Act, or, in the case of shares on a branch register, an official seal for use in the relevant territory.

- 11.06 No certificate shall be issued representing shares of more than one class, or in respect of shares held by a stock exchange nominee.
- 11.07 Any two or more certificates representing shares of any one class held by any member may at his request be cancelled and a single new certificate for such shares issued in lieu without charge.
- 11.08 If any member shall surrender for cancellation a share certificate representing shares held by him and request the Company to issue in lieu two or more share certificates representing such shares in such proportions as he may specify, the Board may, if it thinks fit, comply with such request, subject to the payment of such fee (if any) as it may determine.
- 11.09 If any share certificate shall be defaced, worn out, destroyed or lost, it may be renewed on such evidence being produced and such indemnity (if any) being given as the Board shall require, and on payment of the out-of-pocket expenses of the Company of investigating such evidence and (in the case of defacement or wearing out) on delivery up of the old certificate, but without any further charge.
- 11.10 In the case of shares held jointly by several persons any such request mentioned in this Article may be made by any one of the joint holders.

12. LIEN ON SHARES

- 12.01 The Company shall have a lien on any of its shares which are not fully paid to the extent and in the circumstances permitted by section 150 of the Act.
- 12.02 The Board may sell all or any of the shares subject to any lien at such time or times and in such manner as it may think fit, but no sale shall be made until such time as the moneys in respect of which such lien exists or some part thereof are or is presently payable or the liability or engagement in respect of which such lien exists is liable to be presently fulfilled or discharged, and until a demand and notice in writing stating the amount due or specifying the liability or engagement and demanding payment or fulfilment or discharge thereof and giving notice of intention to sell in default shall have been served on such member or the persons (if any) entitled by transmission to the shares, and default in payment, fulfilment or discharge shall have been made by him or them for seven days after service of such notice.
- 12.03 The net proceeds of any sale of shares subject to any lien shall be applied in or towards satisfaction of the amount

due to the Company, or of the liability or engagement, as the case may be, and the balance (if any) shall be paid to the member or the person (if any) entitled by transmission to the shares so sold.

- 12.04 Upon any such sale as aforesaid, the Board 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 application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

13. CALLS ON SHARES

- 13.01 Subject to the provisions of these Articles and to the terms of allotment of any shares, the Board may from time to time make such calls on the members in respect of all moneys unpaid on their shares as it may think fit, provided that fourteen days' notice at least is given of each call. Each member shall be liable to pay the amount of every call so made on him to the persons, by the instalments (if any) and at the times and places appointed by the Board. A person upon whom a call is made shall remain liable therefor notwithstanding the subsequent transfer of the shares in respect whereof the call is made.
- 13.02 A call shall be deemed to have been made at the time when the resolution of the Board authorising such call was passed.
- 13.03 The joint holders of a share shall be jointly and severally liable for the payment of all calls and instalments in respect thereof.
- 13.04 If before or on the day appointed for payment thereof a call or instalment payable in respect of a share is not paid, the person from whom the same is due shall pay interest on the amount of the call or instalment at such rate not exceeding 12 per cent. per annum as the Board shall fix from the day appointed for payment thereof to the time of actual payment, but the Board may waive payment of such interest wholly or in part.
- 13.05 No member shall be entitled to receive any dividend or to be present or to vote at any General Meeting either personally or (save as proxy for another member) by proxy, or be reckoned in a quorum, or to exercise any other 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).
- 13.06 Any sum which by the terms of issue of a share is made payable upon allotment or at any fixed date, whether on account of the amount of the share or by way of premium,

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 relevant provisions of these Articles, shall apply as if such sum were a call duly made and notified.

- 13.07 The Board 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.
- 13.08 The Board may, if it thinks fit, receive from any member willing to advance the same all or any part of the moneys due on his shares beyond the sums actually called up thereon, and on the moneys so paid in advance, or so much thereof as exceeds the amount for the time being called up on the shares in respect of which such advance has been made, the Board may pay or allow such interest as may be agreed between it and such member, 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. Provided that no dividend shall be payable on so much of the moneys paid up on a share as exceeds the amount for the time being called up thereon. The Board may at any time repay the amount so advanced on giving to such member not less than three months' notice in writing of its intention in that behalf, unless before the expiration of such notice the amount so advanced shall have been called up on the share in respect of which it was advanced.

14. TRANSFER OF SHARES

- 14.01 Subject to such of the restrictions contained in these Articles as may be applicable, any member may transfer all or any of his shares by instrument in writing in any usual or common form, or in such other form as the Board shall from time to time approve.
- 14.02 Such instrument of transfer must be duly stamped and be left at the Office, or at such other place as the Board may appoint, accompanied by the certificate for the shares to be transferred and such other evidence (if any) as the Board may require to prove the title of the intending transferor (and if the instrument of transfer is executed by some other person on his behalf, the authority of that person to do so) Provided that in the case of a transfer by a stock exchange nominee the lodgment of share certificates shall not be necessary.
- 14.03 Every instrument of transfer must be in respect of only one class of share.
- 14.04 The instrument of transfer of a share shall be signed by or on behalf of the transferor, and the transferor shall be

deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof.

- 14.05 In the case of a partly paid up share the instrument of transfer must also be signed by or on behalf of the transferee.
- 14.06 Nothing in these Articles shall preclude the Board from recognising a renunciation of the allotment of any share by the allottee in favour of some other person.
- 14.07 All instruments of transfer which shall be registered shall be retained by the Company, but any instrument of transfer which the Board may refuse to register shall (except in case of fraud) be returned to the party presenting the same.
- 14.08 Subject as hereinbefore provided, the Company shall be entitled to destroy:-

- (a) at any time after the expiration of six years from the date of registration thereof or on which an entry in respect thereof shall have been made (as the case may be), all instruments of transfer of shares or debentures or other forms of security of the Company which shall have been registered and all letters of request, renounced allotment letters, renounceable share certificates, forms of acceptance and transfer and applications for allotment in respect of which an entry in the Register shall have been made;
- (b) at any time after the expiration of one year from the date of cancellation thereof, all registered certificates for shares or debentures or representing any other form of security of the Company (being certificates for shares, debentures or other securities in the name of a transferor and in respect whereof the Company has registered a transfer) and all mandates and other written directions as to the payment of dividends or interest (being mandates or directions which have been cancelled); and
- (c) at any time after the expiration of one year from the date of the recording thereof, all notifications of change of name or address

and it shall conclusively be presumed in favour of the Company that:-

- (i) every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered;
- (ii) every certificate for shares or debentures or representing any other form of security so destroyed was a valid

- certificate duly and properly cancelled;
and
(iii) every other document hereinbefore mentioned so destroyed was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company

Provided that:-

- (1) the provisions aforesaid shall apply only to the destruction of documents in good faith and without notice of any claim (regardless of the parties thereto) to which the document might be relevant;
 - (2) nothing herein contained shall be construed as imposing on the Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any case where the conditions of Proviso (1) above are not fulfilled;
 - (3) references herein to the destruction of any documents include references to the disposal thereof in any manner; and
 - (4) any document referred to in either of paragraphs (b) or (c) of Article 14.08 may be destroyed at a date earlier than that authorised by those paragraphs provided that a permanent copy of such document shall have been made which shall not be destroyed before the expiration of the period applicable to the destruction of the original of such document and in respect of which the Board shall take adequate precautions for guarding against falsification and for facilitating its production.
- 14.09 The Board may, in its absolute discretion, and without assigning any reason, refuse to register a transfer of any share (not being a fully paid up share) to a person of whom it does not approve and it may also refuse to register any transfer of any share to more than four joint holders or any transfer of any share (not being a fully paid up share) on which the Company has a lien.
- 14.10 If the Board shall refuse to register a transfer of any share, it shall, within two months after the date on which the transfer was lodged with the Company, send to the transferee notice of such refusal as required by section 183(5) of the Act.
- 14.11 The registration of transfers of shares or of any class of shares may be suspended at such times and for such periods as the Board may from time to time determine Provided that such registration shall not be suspended for more than thirty days in any year.
- 14.12 No fee shall be charged:-
- (a) for registration of a transfer; or

- (b) on the registration of any probate, letters of administration, certificate of death or marriage, power of attorney, notice or other instrument relating to or affecting the title to any shares.

15. TRANSMISSION OF SHARES

- 15.01 In the case of the death of a member, the survivors or survivor, where the deceased was a joint holder, and the legal personal representatives 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.
- 15.02 Subject to the provisions of these Articles, any person becoming entitled to a share in consequence of the death or bankruptcy of a member may, on such evidence as to his title being produced as the Board may require, elect either to be registered himself as holder of the share or to have some person nominated by him registered as the transferee thereof.
- 15.03 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 stating that he so elects. If he shall elect to have another person registered, he shall testify his election by executing a transfer of such share to such person. All the provisions of these Articles relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the member had not occurred and the notice or transfer were a transfer executed by such member.
- 15.04 A person entitled to a share by transmission shall be entitled to receive, and may give a discharge for, any dividends or other moneys payable in respect of the share, but he shall not be entitled in respect of it to receive notices of, or to attend or vote at meetings of the Company, or, save as aforesaid, to exercise any of the rights or privileges of a member unless and until he shall become a member in respect of the share.

16. FORFEITURE OF SHARES

- 16.01 If a member fails to pay the whole or any part of any call or instalment of a call on or before the day appointed for the payment thereof, the Board may at any time thereafter, during such time as the call or instalment or any part thereof remains unpaid, serve a notice on him or on the person entitled to the share by transmission requiring payment of such call or instalment or such part thereof as

remains unpaid, together with interest at such rate not exceeding 12 per cent. per annum as the Board shall determine and any expenses incurred by the Company by reason of such non-payment.

16.02 The notice shall:-

- (a) name a further day (not earlier than the expiration of seven days from the date of the notice) on or before which such call or instalment or part thereof and all interest and expenses that have accrued by reason of such non-payment are to be paid;
- (b) name the place where the payment is to be made; and
- (c) 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 or instalment was due will be liable to be forfeited.

16.03 If the requirements 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 the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect. A forfeiture of shares shall include all dividends in respect of the shares not actually paid before the forfeiture, notwithstanding that they shall have been declared.

16.04 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 to 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 in respect of such share, but the provisions of this paragraph are directory only, and no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make such entry as aforesaid.

16.05 Notwithstanding any such forfeiture as aforesaid, the Board may, at any time before the forfeited shares have been otherwise disposed of, annul the forfeiture, on the terms of payment of all calls and interest due thereon and all expenses incurred in respect of the share and on such further terms (if any) as the Board shall see fit.

16.06 The Board may accept a surrender of any share liable to be forfeited hereunder.

16.07 Every share which shall be forfeited or surrendered 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 or surrender the holder

thereof or entitled thereto or to any other person on such terms and in such manner as the Board shall think fit, and the Board may if necessary authorise some person to transfer the same to such other person as aforesaid.

16.08 A shareholder whose shares have been forfeited or surrendered shall nevertheless be liable to pay to the Company all calls made and not paid on such shares at the time of forfeiture or surrender, and interest thereon to the date of payment and any expenses as aforesaid in the same manner in all respects as if the shares had not been forfeited or surrendered, 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 or surrender without any reduction or allowance for the value of the shares at the time of forfeiture.

16.09 The forfeiture or surrender of a share shall involve the extinction at the time of forfeiture or surrender 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 or surrendered 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.

16.10 A statutory declaration that the declarant is a Director or Secretary of the Company and that a share has been duly forfeited or surrendered in pursuance of these Articles, and stating the date on which it was forfeited or surrendered, shall, as against all persons claiming to be entitled to the share adversely to the forfeiture or surrender thereof, be conclusive evidence of the facts therein stated and such declaration, together with the receipt of the Company for the consideration (if any) given for the share on the sale or disposition thereof and a certificate for the share under the Seal delivered to the person to whom the same is sold or disposed of, shall constitute a good title to the share. Subject to the execution of any necessary transfer such person shall be registered as the holder of the share and shall be discharged from all calls made prior to such sale or disposition and shall not be bound to see to the application of the purchase money or other consideration (if any), nor shall his title to the share be affected by any act, omission or irregularity relating to or connected with the proceedings in reference to the forfeiture or surrender, sale, re-allotment or disposal of the share.

17. SALE OF SHARES OF UNTRACEABLE MEMBERS

17.01 The Company shall be entitled to sell for the best price reasonably obtainable the shares of any member or the shares to which any person is entitled by means of transmission if and provided that:-

- (a) during the Relevant Period (as hereinafter defined) not less than three dividends shall have become payable in respect of the shares held by such member or the shares to which a person is entitled as aforesaid and no dividend so payable shall have been claimed;
- (b) all warrants and cheques in respect of the shares in question sent during the Relevant Period to the said member or to the said person in the manner provided by these Articles shall have remained uncashed;
- (c) the Company shall on expiry of the Relevant Period have inserted advertisements in at least one national daily newspaper and at least one newspaper circulating in the area of the address of the said member or the said person (as shown in the Register) giving notice of its intention to sell the said shares;
- (d) during the Relevant Period and the period of three months following the publication of the said advertisements, the Company shall not have received indication of the whereabouts or of the existence of the said member or the said person; and
- (e) notice shall have been given to the Quotations Department of The Stock Exchange of the Company's intention to make such a sale.

17.02 For the purpose of Article 17.01 above, "the Relevant Period" means the period of twelve years immediately preceding the date of publication of the first advertisement inserted pursuant to paragraph (c) of Article 17.01 above.

17.03 To give effect to any such sale as aforesaid the Board may appoint any person to execute as transferor an instrument of transfer of such shares or any of them and such instrument of transfer shall be as effective as if it had been executed by the registered holder of, or person entitled by transmission to, such shares and the purchaser shall not be bound to see to the application of the purchase moneys nor shall his title to the shares be affected by any irregularity in or invalidity of the proceedings relating to the sale. The Company shall account to the member or other person entitled to such shares for the net proceeds of such sale and shall be deemed to be his debtor (and not a trustee for him) in respect of the same. No interest shall be payable in respect of the same and the Company shall not be required to account for any moneys earned on the net proceeds. Any moneys not accounted for to the member or other person

entitled to such shares shall be carried to a separate account and shall be a debt of the Company. Moneys carried to such separate account may either be employed in the business of the Company or invested in such investments (other than shares of the Company) as the Board may from time to time think fit.

18. CONVERSION OF SHARES INTO STOCK

18.01 The Company may by Ordinary Resolution convert any paid up shares into stock and reconvert any stock into paid up shares of any denomination.

18.02 The holders of stock may transfer the same, or any part thereof, in the same manner and subject to the same regulations, as and subject to which the shares from which the stock arose might previously to conversion have been transferred, or as near thereto as circumstances admit and the Board may from time to time fix the minimum amount of stock transferable and restrict or forbid the transfer of fractions of that minimum, but so that such minimum shall not exceed the nominal amount of the shares from which the stock arose.

18.03 The holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at General Meetings of the Company and other matters and be subject to the same provisions of these Articles as if they held the shares from which the stock arose, but no such right, privilege or advantage shall be conferred by an amount of stock which would not, if existing in shares, have conferred that right, privilege or advantage.

18.04 Such of the provisions of these Articles as are applicable to paid up shares shall apply to stock.

19. ALTERATIONS OF CAPITAL

19.01 The Company in General Meeting may from time to time:-

(a) by Ordinary Resolution:-

(i) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares. On any consolidation of fully paid shares into shares of larger amount, the Board may settle any difficulty which may arise as it thinks expedient and in particular (but without prejudice to the generality of the foregoing) may as between the holders of shares to be consolidated determine which particular shares are to be consolidated into each consolidated share and in the case of

any shares registered in the name of one holder or joint holders being consolidated with shares registered in the name of another holder or joint holders may make such arrangements as may be thought fit for the sale of the consolidated share or any fractions thereof and for such purpose may appoint some person to transfer the consolidated share to the purchaser and arrange either for the distribution among the persons entitled thereto of the net proceeds of such sale after deduction of the expenses of sale or for the payment of such net proceeds to the Company. Provided that the necessary unissued shares are available the Board may alternatively in each case where the number of shares held by any holder is not an exact multiple of the number of shares to be consolidated into a single share issue to each such holder credited as fully paid up by way of capitalisation the minimum number of shares required to round up his holding to such a multiple (such issue being deemed to have been effected immediately prior to consolidation) and the amount required to pay up such shares shall be appropriated at its discretion from any of the sums standing to the credit of any of the Company's reserve accounts (including share premium account and capital redemption reserves) or to the credit of profit and loss account and capitalised by applying the same in paying up such shares;

- (ii) 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, and diminish the amount of its share capital by the amount of the shares so cancelled; and
- (iii) sub-divide its shares or any of them into shares of smaller amount than is fixed by the Memorandum of Association, subject nevertheless to the provisions of the Statutes, so that in the sub-division the proportion between the amount paid up and the amount (if any) not paid up on each such share of smaller amount shall be the same as it was in the case of the share from which

it was derived and so that the resolution whereby any share is sub-divided may determine that, as between the holders of the shares resulting from such sub-division, one or more of the shares may have any such preferred or other special rights over, or may have such deferred rights or be subject to any such restrictions as compared with, the others as the Company has power to attach to unissued or new shares;

- (b) by Special Resolution reduce its share capital or any of its reserve accounts (including share premium account or capital redemption reserves) in any manner authorised and subject to any conditions prescribed by the Statutes.

20. INCREASE OF CAPITAL

- 20.01 The Company in General Meeting may from time to time by Ordinary Resolution increase its share capital by the creation of new shares, such new capital to be of such amount and to be divided into shares of such respective amounts and to carry such special rights (if any) or to be subject to such restrictions (if any) as are referred to in Article 7 as the General Meeting resolving on such increase may direct. Subject to any directions made by the Company when resolving on the increase of capital, any new shares shall, subject to the provisions of Article 6, be at the disposal of the Board.

21. MODIFICATION OF CLASS RIGHTS

- 21.01 All or any of the rights or privileges for the time being attached to any share or class of shares in the capital of the Company (and notwithstanding that the Company may be or be about to be in liquidation) may be varied or abrogated:-

- (a) in such manner (if any) as may be provided by such rights; or
- (b) in the absence of any such provision, either with the consent in writing of the holders of not less than three-quarters in nominal value of the issued shares of the class, or with the sanction of an Extraordinary Resolution passed at a separate General Meeting of the holders of shares of the class duly convened and held as hereinafter provided (but not otherwise). All the provisions hereinafter contained as to General Meetings shall mutatis mutandis apply to every such meeting, but so that the quorum thereat shall be persons holding or representing by proxy one-third of the nominal amount paid up

of the issued shares of the class, and that each holder of shares of the class, present in person or by proxy, shall on a poll be entitled to one vote for every share of the class held by him, and if at any adjourned meeting of such holders such quorum as aforesaid is not present any two holders of shares of the class who are present in person or by proxy shall be a quorum. The Board shall comply with the provisions of section 380 of the Act as to forwarding a copy of any such consent or resolution to the Registrar of Companies.

21.02 Subject to the terms on which any shares may be issued, the rights or privileges attached to any class of shares in the capital of the Company shall be deemed to be varied or abrogated by the reduction of the capital paid up on such shares or by the allotment of further shares ranking in priority thereto for payment of a dividend or repayment of capital but shall not be deemed to be varied or abrogated by the creation or issue of any new shares ranking *pari passu* in all respects (save as to the date from which such new shares shall rank for dividend) with or subsequent to those already issued.

22. GENERAL MEETINGS

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

22.02 The Board may call an Extraordinary General Meeting whenever it thinks fit, and Extraordinary General Meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided by section 368 of the Act.

22.03 In the case of an Annual General Meeting or of a meeting convened for the purpose of passing a Special Resolution, twenty-one days' notice at the least, and in any other case fourteen days' notice at the least, 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 all the members (other than those who, under the provisions of these Articles or otherwise, are not entitled to receive such notices from the Company), all persons entitled to a share in consequence of the death or bankruptcy of a member, each of the Directors and the Auditors, but with the consent of all persons for the time being entitled as aforesaid, or of

such proportion thereof as is prescribed by sections 369(3) or 378 (3) of the Act (as the case may be), a meeting may be convened on shorter notice and in such manner as such persons may approve. The accidental omission to give such notice to, or the non-receipt of such notice by, any such person as aforesaid shall not invalidate any resolution passed or proceeding taken at any such meeting. Every notice convening an Annual General Meeting of the Company shall describe the meeting as an Annual General Meeting. In the case of a meeting convened for passing a Special or Extraordinary Resolution the notice shall specify the intention to propose the Resolution as a Special or Extraordinary Resolution (as the case may be).

22.04 In every notice calling a General Meeting of the Company there shall appear with reasonable prominence a statement that a member entitled to attend and vote is entitled to appoint one or more proxies to attend and (on a poll) vote instead of him and that a proxy need not also be a member. Every notice of meeting shall also state the place where instruments of proxy are to be deposited if the Board shall have determined such place to be other than at the Office.

22.05 In cases where instruments of proxy are sent out with notices, the accidental omission to send such instrument of proxy to, or the non-receipt of such instrument of proxy by, any person entitled to receive notice shall not invalidate the proceedings at the meeting.

23. PROCEEDINGS AT GENERAL MEETINGS

23.01 All business that is transacted at an Extraordinary General Meeting shall be deemed special and all business that is transacted at an Annual General Meeting shall also be deemed special, with the exception of declaring a dividend, the consideration of the accounts and balance sheet and the reports of the Directors and the Auditors and any other documents required to be annexed to the balance sheet, the appointment of Directors, the re-appointment of the retiring Auditors and the fixing of the fees of the Directors and the remuneration of the Auditors.

23.02 No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. For all purposes the quorum shall be not less than two persons entitled to vote upon the business to be transacted (each being a member or a proxy for a member or a duly authorised representative of a corporation).

23.03 If within fifteen minutes from the time appointed for the holding of a General Meeting a quorum is not present, or if during a meeting a quorum ceases to be 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, or to such other day and at such time and place as the

Board may determine, and if at such adjourned meeting a quorum is not present within fifteen minutes from the time appointed for holding the meeting, or if during such adjourned meeting a quorum ceases to be present, the members present in person or by proxy shall be a quorum.

- 23.04 The Chairman (if any) of the Board shall preside as Chairman at every General Meeting of the Company. 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 unwilling to act as Chairman, the Deputy Chairman (if any) shall if present and willing to act preside at such meeting but if the Chairman and Deputy Chairman shall not be so present and willing to act the Directors present shall choose one of their number to act, or if there be only one Director present he shall be Chairman of the meeting if willing to act. If there be no Director present and willing to act, the members present and entitled to vote shall choose one of their number to be Chairman of the meeting.
- 23.05 The Chairman of the meeting may, with the consent of any General Meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn any meeting from time to time and from place to place as the meeting shall determine. Whenever a meeting is adjourned for fourteen days or more seven days' notice at the least, specifying the place, the day, and the hour of the adjourned meeting shall be given in the same manner as in the case of an original meeting, but it shall not be necessary to specify in such notice the nature of the business to be transacted at the adjourned meeting. Save as aforesaid, no member shall be entitled to any notice of an adjournment or of the business to be transacted at any 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.
- 23.06 At any General Meeting a resolution put to a 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:-
- (a) the Chairman of the meeting; or
 - (b) in writing by at least two persons entitled to vote at the meeting; or
 - (c) in writing by a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; or
 - (d) in writing 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 a demand by a person as proxy for a member shall be the same as a demand by the member.

23.07 Unless a poll be so demanded, a declaration by the Chairman of the meeting that a resolution has on a show of hands been carried, or carried unanimously or by a particular majority, or lost, or not carried by a particular majority, shall be conclusive, and an entry to that effect in the minute book of the Company shall be conclusive evidence thereof, without proof of the number or proportion of the votes recorded in favour of or against such resolution.

23.08 If:-

- (a) any objection shall be raised to the qualification of any voter; or
- (b) any votes have been counted which ought not to have been counted or which might have been rejected; or
- (c) any votes are not counted which ought to have been counted,

the objection or error shall not vitiate the decision of the meeting on any resolution unless the same is raised or pointed out at the meeting or adjourned meeting at which the vote objected to is given or tendered or at which the error occurs. Any objection or error shall be referred to the Chairman of the meeting and shall only vitiate the decision of the meeting on any resolution if the Chairman of the meeting decides that the same is of sufficient magnitude to vitiate the resolution or may otherwise have affected the decision of the meeting. The decision of the Chairman of the meeting on such matters shall be final and conclusive.

23.09 If an amendment shall be proposed to any resolution under consideration but shall in good faith be ruled out of order by the Chairman of the meeting, any error in such ruling shall not invalidate the proceedings on the substantive resolution. In the case of a resolution duly proposed as a Special or Extraordinary Resolution no amendment thereto (other than a mere clerical amendment to correct a patent error) may in any event be considered or voted on.

23.10 If a poll be demanded in manner aforesaid, it shall (subject as provided in Article 23.11) be taken in such manner (including the use of ballot or voting papers or tickets) and at such time and place, not being more than thirty days from the date of the meeting or adjourned meeting at which the poll was demanded, as the Chairman of the meeting shall direct. The Chairman of the meeting may

appoint scrutineers (who need not be members). No notice need be given of a poll not taken immediately. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

- 23.11 A poll demanded on the election of a Chairman of the meeting or on a question of adjournment shall be taken forthwith.
- 23.12 In the case of an equality of votes, either on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll was demanded shall be entitled to a second or casting vote.
- 23.13 The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business, other than the question on which a poll has been demanded.
- 23.14 The demand for a poll may be withdrawn but only with the consent of the Chairman of the meeting and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

24. VOTES OF MEMBERS

- 24.01 Subject and without prejudice to any special rights, privileges or restrictions as to voting for the time being attached to any shares for the time being forming part of the capital of the Company, at any General Meeting on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by proxy or by a representative duly authorised under section 375 of the Act, not being himself a member, shall have one vote, and in the case of a poll every member present in person, by representative or by proxy shall have one vote for every share of which he is the holder.
- 24.02 Where in England and Wales or elsewhere a receiver, curator bonis or other person (by whatever name called) has been appointed by any court claiming jurisdiction in that behalf to exercise powers with respect to the property or affairs of any member on the ground (however formulated) of mental disorder, the Board may in its absolute discretion, on or subject to production of such evidence of the appointment as the Board may require, permit such receiver, curator bonis or other person to vote in person or by proxy on behalf of such member at any General Meeting. Such evidence shall be deposited at the Office or at such other place as is specified in accordance with these Articles for the deposit of instruments of proxy, not less than forty-eight hours before the time appointed for holding the meeting or adjourned meeting and in default such receiver, curator bonis or other person shall in any event not be permitted to vote.

- 24.03 If two or more persons are jointly entitled to a share, then in voting on any question the vote of the senior who tenders the vote, whether in person or by proxy, shall be accepted to the exclusion of the vote(s) of the other registered holder(s) of the share, and for this purpose seniority shall be determined by the order in which the names stand in the Register.
- 24.04 No member shall, unless the Board otherwise determines:-
- (a) be entitled to vote at a General Meeting either personally or by proxy or to exercise any privilege as a member unless all calls or other sums presently payable by him in respect of shares in the Company have been paid;
 - (b) be entitled to vote at a General Meeting either personally or by proxy if a disenfranchisement notice (as defined in Article 24.11) shall have been served on him and shall not have been withdrawn.
- 24.05 On a poll:-
- (a) votes may be given either personally or by proxy; and
 - (b) a member entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way.
- 24.06 Any person (whether a member of the Company or not) may be appointed to act as a proxy. A member may appoint more than one proxy to attend on the same occasion.
- 24.07 An instrument appointing a proxy:-
- (a) shall:-
 - (i) be in writing under the hand of the appointor or of his attorney duly authorised in writing, or if such appointor is a corporation, either under its common seal or under the hand of some officer or attorney duly authorised in that behalf;
 - (ii) be deemed to include the power to demand or concur in demanding a poll and to vote on any amendment of a resolution put to the meeting for which it is given as the proxy thinks fit; and
 - (iii) unless the contrary is stated therein, be valid as well for any adjournment of

the meeting as for the meeting to which it relates;

- (b) may be in any common form or in such other form as the Board shall approve; and
- (c) need not be witnessed.

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 or a copy certified in accordance with section 3 of the Powers of Attorney Act 1971 or in some other way approved by the Board, shall be deposited at the Office, or at such other place as is specified in the notice of meeting or in the instrument of proxy issued by the Company, not less than forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than forty-eight hours before the time appointed for the taking of the poll, and an instrument of proxy which is not deposited or delivered in such manner shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date named in it as the date of its execution, except at an adjourned meeting or on a poll demanded at a meeting or an adjourned meeting in cases where the meeting was originally held within twelve months from such date.

The Board may at the expense of the Company send, by post or otherwise, instruments of proxy (reply-paid or otherwise) to members for use at any General Meeting or at any meeting of any class of members of the Company, either in blank or nominating in the alternative any one or more of the Directors or any other persons. If for the purpose of any meeting invitations to appoint as proxy a person or one of a number of persons specified in the invitations are issued at the expense of the Company, such invitations shall be issued to all (and not some only) of the members entitled to be sent a notice of the meeting and to vote thereat by proxy.

A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the death or mental disorder of the principal or the revocation of the instrument of proxy, or of the authority under which the instrument of proxy was executed, or the transfer of the share in respect of which the instrument of proxy is given, provided that no intimation in writing of such death, mental disorder, revocation or transfer shall have been received by the Company at the Office, or at such other place as is referred to in Article 24.08, at least one hour before the commencement of the meeting or adjourned meeting or the taking of the poll at which the instrument of proxy is used.

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24.11 Where, in respect of any shares of the Company, any registered holder or any other person appearing to be interested in such shares fails to comply with any notice (in this Article called a "statutory notice") given by the Company under section 212 of the Act or where (in purported compliance with a statutory notice) such registered holder or person makes a statement which is false or misleading in any material particular, then not earlier than forty-two days after service of the statutory notice the Company may serve on such registered holder a notice (in this Article called a "disenfranchisement notice") stating that such shares shall with effect from the service of the disenfranchisement notice confer on him no right to vote either at any General Meeting or at any separate General Meeting of the holders of the shares of that class. The Company may at any time withdraw a disenfranchisement notice by serving on the registered holder of the shares to which the same relates a notice in writing to that effect (in this Article called a "withdrawal notice") and a disenfranchisement notice shall be deemed to have been withdrawn when the statutory notice has been complied with in respect of all the shares to which the disenfranchisement notice related. Unless and until a withdrawal notice is duly served in relation thereto or a disenfranchisement notice in relation thereto is deemed to have been withdrawn or the shares to which a disenfranchisement notice relates are registered in the name of some person other than the registered holder on whom the disenfranchisement notice was served, none of the shares to which a disenfranchisement notice relates shall confer on the holder or holders thereof any right to attend or vote at such General Meeting or separate General Meeting as aforesaid. For the purpose of this Article a person shall be treated as appearing to be interested in any shares if the member holding such shares has given to the Company a notification under the said section 212 which fails to establish the identities of those interested in the shares and if (after taking into account the said notification and any other relevant section 212 notification) the Company knows or has reasonable cause to believe that the person in question is or may be interested in the shares.

25. CORPORATIONS ACTING BY REPRESENTATIVES

25.01 Any corporation which is a member of the Company may, by resolution of its directors or other governing body, authorise such person as it thinks fit to act as its representative at any meeting of the Company, or at any meeting of any class of members of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the Company.

26. PRESIDENT

- 26.01 The Board may from time to time appoint any person who is or has been a Director and who in the opinion of the Board has rendered outstanding services to the Company to be President and may determine the period for which he is to hold office.
- 26.02 Any such appointment may be made on such terms as to remuneration and otherwise as the Board shall from time to time determine.
- 26.03 It shall be the duty of the President to advise the Board on such matters as he or it may deem to be of interest to the Company but the President shall not by virtue of his office as such have any powers or duties in relation to the management of the business of the Company.
- 26.04 The office of President shall be vacated on the happening of any of the events specified in Article 30.01.

27. DIRECTORS

- 27.01 The number of Directors shall not be less than two.
- 27.02 A Director shall not be required to hold any qualification shares but shall be entitled to receive notice of, attend and speak at all General Meetings of the Company and of any class of members of the Company.

28. DIRECTORS' FEES AND EXPENSES

- 28.01 The Directors other than any Director for the time being holding an executive office or employment with the Company or a subsidiary of the Company shall be entitled to receive by way of fees for their services in each year such sum as the Board shall from time to time determine (not exceeding £40,000 per annum in aggregate or such greater sum as the Company by Ordinary Resolution shall from time to time authorise), such sum (unless otherwise directed by the resolution by which it is voted) to be divided amongst the Directors in such proportions and in such manner as the Board may agree and failing agreement equally, except that in such event any Director holding office for less than the whole of the relevant period in respect of which the fees are paid shall only rank in such division in proportion to the time during such period for which he has held office.
- 28.02 The Directors shall also be entitled to be repaid all travelling hotel and other expenses properly incurred by them respectively in or about the performance of their duties as Directors, including their expenses of travelling to and from Board Meetings, committee Meetings or General Meetings or otherwise incurred while engaged on the business of the Company.

28.03 If by arrangement with the Board any Director shall perform or render any special duties or services outside his ordinary duties as a Director, the Board may pay him special remuneration, in addition to any fees or ordinary remuneration, and such special remuneration may be by a lump sum or by way of salary, commission, participation in profits or otherwise as may be arranged, and shall be charged as part of the Company's ordinary working expenses.

29. APPOINTMENT, ROTATION AND RETIREMENT OF DIRECTORS

29.01 At the Annual General Meeting of the Company in every year one-third of the Directors for the time being (other than any Directors not subject to retirement by rotation) or, if their number is not three or a multiple of three, then the number nearest to but (except when less than three Directors are subject to retirement by rotation) not exceeding one-third, shall retire from office.

29.02 The Directors to retire in every year shall be those who are subject to retirement by rotation and who have been longest in office since their last appointment, but as between persons who became Directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.

29.03 A Director who retires at an Annual General Meeting shall be eligible for re-appointment. If a retiring Director is not reappointed at the meeting at which he retires he shall retain office until the meeting appoints someone in his place, or if it does not do so, until the end of the meeting.

29.04 The Company at the meeting at which a Director retires in manner aforesaid may fill the vacated office by appointing a person thereto, and in default the retiring Director shall be deemed to have been reappointed except in any of the following cases:-

- (a) at such meeting it is expressly resolved not to fill up such vacated office or a resolution for the reappointment of such Director is put to the meeting and lost; or
- (b) such Director has given notice in writing to the Company that he is unwilling to be reappointed; or
- (c) such Director has attained any retiring age applicable to him as Director pursuant to the Statutes.

29.05 A resolution for the appointment of two or more persons as Directors by a single resolution shall not be moved at any General Meeting unless a resolution that it shall be so moved has first been agreed to by the meeting without any

vote being given against it and any resolution moved in contravention of this provision shall be void.

- 29.06 No person other than a Director retiring at the meeting shall, unless recommended by the Board, be eligible for appointment to the office of Director at any General Meeting unless not less than seven nor more than twenty-one days before the date appointed for the meeting there shall have been left at the Office notice in writing signed by a member duly qualified to attend and vote at the meeting for which such notice is given of his intention to propose such person for appointment stating the particulars which would if he were so appointed be required to be included in the Company's register of Directors together with notice in writing signed by that person of his willingness to be appointed.
- 29.07 The Board shall have power at any time and from time to time to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors.
- 29.08 Any Director appointed to fill a casual vacancy or as an addition to the existing Directors shall hold office only until the conclusion of the next following Annual General Meeting and shall be eligible for reappointment, but shall not be taken into account in determining the Directors who are to retire by rotation at such meeting. If not reappointed at such Annual General Meeting he shall vacate office at the conclusion thereof.
- 29.09 The Company may by Ordinary Resolution of which special notice has been given in accordance with section 379 of the Act remove any Director before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between the Company and such Director. Such removal shall be without prejudice to any claim which such Director may have for damages for breach of any contract of service between him and the Company.
- 29.10 The Company may by Ordinary Resolution appoint another person in place of a Director removed from office under Article 29.09 and without prejudice to the powers of the Directors under Article 29.07 the Company may by Ordinary Resolution appoint any person to be a Director either to fill a casual vacancy or as an additional Director. A person appointed in place of a Director so removed or to fill such a vacancy shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last appointed a Director.

30. DISQUALIFICATION AND REMOVAL OF DIRECTORS

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

- (a) he becomes bankrupt or a receiving order is made against him or he makes any arrangement or composition with his creditors generally; or
- (b) he absents himself from the meetings of the Board during a continuous period of six months without special leave of absence from the Board, and his alternate Director (if any) shall not during such period have attended in his stead, and the Board passes a resolution that he has by reason of such absence vacated his office; or
- (c) he ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a Director; or
- (d) he is, or may be, suffering from mental disorder and either-
 - (i) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or
 - (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
- (e) by notice in writing to the Company he resigns his office; or
- (f) an Ordinary Resolution is passed pursuant to Article 29.09 of these Articles.

31. DIRECTOR CONTRACTING WITH THE COMPANY

31.01 Subject to the provisions of the Act, no Director or intending Director shall be disqualified by his office from contracting with the Company either as vendor, purchaser or otherwise, nor shall any such contract or any contract or arrangement entered into on behalf of the Company in which any Director is in any way directly or indirectly interested be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office, or of the fiduciary relationship thereby established, but the nature of his interest must be declared by him at the meeting of the Board at which the

question of entering into the contract or arrangement is first taken into consideration, or if the Director was not at the date of that meeting interested in the proposed contract or arrangement, then at the next meeting of the Board held after he became so interested, and in a case where the Director becomes interested in a contract or arrangement after it is made, then at the first meeting of the Board held after he becomes so interested. A general notice in writing given to the Board by any Director to the effect that he is a member or director of any specified company or firm, and is to be regarded as interested in any contract which may thereafter be made with such company or firm, shall (if such Director shall give the same at a meeting of the Board or shall take reasonable steps to secure that the same is brought up and read at the next meeting of the Board after it is given) be deemed a sufficient declaration of interest in relation to any contract so made.

31.02 Save as provided in the following paragraphs of this Article, a Director shall not vote at a meeting of the Board or of a committee of the Board in respect of any contract or arrangement or any other proposal whatsoever in which he has directly or indirectly any material interest or duty which conflicts or may conflict with the interests of the Company otherwise than by virtue of his interests in shares or debentures or other securities of or otherwise in or through the Company. A Director shall not be counted in the quorum of a meeting in relation to any resolution on which he is debarred from voting.

31.03 A Director shall (in the absence of some other material interest than is indicated below) be entitled to vote (and be counted in the quorum) in respect of any resolution concerning any of the following matters, namely:-

- (a) the giving of any guarantee, security or indemnity to him in respect of money lent or obligations incurred by him at the request of or for the benefit of the Company or any of its subsidiaries;
- (b) the giving of any guarantee, security or indemnity to a third party in respect of a debt or obligation of the Company or any of its subsidiaries for which he himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of security;
- (c) any proposal concerning an offer of shares or debentures or other securities of or by the Company or any of its subsidiaries for subscription or purchase in which offer he is or is to be interested as a participant in the underwriting or sub-underwriting thereof;

- (d) any proposal concerning any other company in which he is interested directly or indirectly and whether as an officer or shareholder or otherwise howsoever, provided that he is not the holder of or beneficially interested in 1 per cent. or more of any class of the equity share capital of such company (or of any third company through which his interest is derived) or of the voting rights available to members of the relevant company (any such interest being deemed for the purpose of this Article to be a material interest in all the circumstances);
- (e) any proposal concerning the adoption, modification or operation of a superannuation fund or retirement, death or disability benefits scheme under which he may benefit and which has been approved by or is subject to and conditional on approval by the Board of Inland Revenue for taxation purposes;
- (f) any proposal concerning the adoption, modification or operation of a share option scheme, share incentive scheme or profit sharing scheme which relates both to Directors and employees and does not accord to any Director as such any privilege or advantage not generally accorded to the employees to which such scheme relates.

31.04 Where proposals are under consideration concerning the appointment (including fixing or varying the terms of appointment) of two or more Directors to offices or employments with the Company or any company in which the Company is interested, such proposals may be divided and considered in relation to each Director separately. In such case each of the Directors concerned (if not debarred from voting under Article 31.03(d)) shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment.

31.05 If any question shall arise at any meeting as to the materiality of a Director's interest or as to the entitlement of any Director to vote and such question is not resolved by his voluntarily agreeing to abstain from voting, such question shall be referred to the Chairman of the meeting and his ruling in relation to any other Director shall be final and conclusive (and in the case of the Chairman of the meeting shall be referred to the other Directors present and a ruling by the majority of such other Directors shall be final and conclusive), except in a case where the nature or extent of the interest of the Director concerned (or the Chairman of the meeting) has not been fairly disclosed.

- 31.06 Subject to the provisions of the Statutes the Company may by Ordinary Resolution suspend or relax the provisions of this Article to any extent or ratify any transaction not duly authorised by reason of a contravention of this Article.
- 31.07 Any Director may act by himself or his firm in a professional capacity for the Company and he or his firm shall be entitled to remuneration for professional services as if he were not a Director Provided that nothing herein contained shall authorise a Director or his firm to act as the Auditors.
- 31.08 Any Director may continue to be or become a director of, or hold any other office or place of profit under, any other company in which the Company may be interested, and no such Director shall be accountable for any remuneration, salary, commission, participation in profits, pension, superannuation or other benefits received by him as a director of, or holder of any other office or place of profit under, or member of, any such other company. The Board may exercise the voting power conferred by the shares in any company held or owned by the Company in such manner in all respects as it may think fit (including the exercise thereof in favour of any resolution appointing the Directors or any of them directors of such company, or voting or providing for the payment of remuneration to the directors of such company).

32. POWERS AND DUTIES OF DIRECTORS

- 32.01 The business of the Company shall be managed by the Board, which may exercise all such powers 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 the provisions of the Statutes and of the Company's Memorandum of Association and of these Articles and to such directions (not being inconsistent with such aforesaid provisions) as may be prescribed by the Company in General Meeting, but no alteration of the Memorandum of Association nor of these Articles nor any direction made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such alteration or direction had not been made. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Board by any other Article.

33. DIRECTORS' BORROWING POWERS

- 33.01 The Board may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital or any part thereof and to issue debentures and other securities, whether outright or

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

33.02 The Board shall restrict the borrowings of the Company and exercise all voting and other rights and powers of control exercisable by the Company in respect of its subsidiaries so as to ensure (as regards its subsidiaries so far as by such exercise it can so ensure) that the aggregate amount for the time being outstanding in respect of the moneys borrowed or secured by the Group (exclusive of moneys owing by one member of the Group to another) shall not at any time, without the previous sanction of an Ordinary Resolution of the Company exceed an amount equal to three times the Adjusted Capital and Reserves.

33.03 For the purposes of this Article:-

(a) "the Adjusted Capital and Reserves" means the aggregate from time to time of:-

- (i) the amount paid up on the issued share capital of the Company; and
- (ii) the amount standing to the credit of the reserves (including any share premium account, capital redemption reserve and any credit balance on profit and loss account)

all as shown by the audited balance sheet but adjusted as follows:-

- (1) to reflect any variation in the amount of such paid up share capital, share premium account or capital redemption reserve since the date of the audited balance sheet;
- (2) to exclude:-
 - (a) amounts representing any variation in the proportion of reserves attributable to minority interests in partly-owned subsidiaries since the date of the audited balance sheet;
 - (b) any debit balance on profit and loss account (except to the extent that such deduction has already been made);
 - (c) any amount for goodwill or other intangible asset incorporated as an asset in the audited balance sheet unless in either case it represents the excess of consideration paid for the acquisition of shares or other property over the value attributed to the

underlying net tangible assets so acquired;

- (3) to include any goodwill representing the excess of consideration paid for the acquisition of shares or other property over the value attributed to the underlying net tangible assets so acquired to the extent that such goodwill has been written off against the reserves or profit and loss account of the Company and so that any such goodwill so written off shall be added back for the purposes of calculating the amount of the Adjusted Capital and Reserves;

(b) "borrowings" and "moneys borrowed" include:-

- (i) loan capital of any description (whether issued for cash or in whole or in part for a consideration other than cash), together with any fixed or minimum premium on final repayment;
- (ii) the outstanding amount of acceptances (not being acceptances of trade bills in respect of the purchase price or sale of goods in the ordinary course of trading) by the Company or any subsidiary or by any bank or accepting house under any acceptance credit opened on behalf of the Company or any subsidiary; and
- (iii) the nominal amount of any issued share capital and the principal amount of any borrowing (together in each case with any fixed or minimum premium payable on final redemption or repayment) the redemption or repayment whereof is guaranteed by the Company or any subsidiary.

but shall not include any prepayments.

33.04 No such sanction as aforesaid shall be required to the borrowing of any sum of money intended to be applied in the repayment (with or without premium) of any moneys then already borrowed and outstanding and so applied within sixty days of the borrowing thereof, notwithstanding that the same may result in such limit being exceeded. A certificate or report by the Auditors as to the amount of the Adjusted Capital and Reserves or the amount of moneys borrowed or secured or to the effect that the limit imposed by this Article has not been or will not be exceeded at any particular time or times shall be conclusive evidence of such amount or fact for the purposes of this Article.

- 33.05 Notwithstanding the foregoing no lender or other person dealing with the Company shall be concerned to see or enquire whether the limit contained in this Article is observed. No debt incurred in excess of such limit shall be invalid and no security given for the same shall be invalid or ineffectual except in the case of express notice to the lender or the recipient of the security at the time when the debt was incurred or security given that the limit hereby imposed had been or was thereby exceeded.

34. CONSEQUENCES OF VACANCY ON BOARD

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

35. BANKING ARRANGEMENTS

- 35.01 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed (as the case may be) in such manner as the Board shall from time to time determine.
- 35.02 The Company's bank account shall be kept with such bank or banks as the Board shall from time to time determine.

36. COMMITTEES

- 36.01 The Board may establish any committees, local boards or agencies for managing any of the affairs of the Company either in the United Kingdom or elsewhere, and may appoint any persons to be members of such committees, local boards or agencies and may fix their remuneration, and may delegate to any committee, local board, or agent any of the powers, authorities and discretions vested in the Board (other than its power to make calls, forfeit shares or accept surrenders of shares), with power to sub-delegate, and may authorise the members of any local board, or any of them, to fill any vacancies therein, and to act notwithstanding vacancies, and any such appointment or delegation may be on such terms and subject to such conditions as the Board may think fit. The Board may remove any person so appointed and may annul or vary any such delegation, but no person dealing in good faith and without notice of any such annulment or variation shall be affected thereby.

37.

PENSIONS

37.01

The Board may grant pensions, annuities, gratuities, superannuation or other allowances to any employees or ex-employees and to officers and ex-officers (including Directors and ex-Directors) of the Company or its predecessors in business or of any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or the predecessors in business of any such subsidiary, holding or fellow subsidiary company, or the relatives, connections or dependants of any such persons, and may make payments towards insurance and to establish, maintain or support associations, institutions, clubs, funds, schemes and trusts which are considered or calculated to benefit any such persons or otherwise advance the interests of the Company or of its members.

38.

ATTORNEYS

38.01

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

39.

MANAGING DIRECTOR AND OTHER APPOINTMENTS

39.01

The Board may from time to time appoint any one or more of its body to the office of Managing Director and/or such other office in the management of the business of the Company or place of profit under the Company, except that of the Auditors, as it may decide for such period (subject to the provisions of section 319 of the Act) and on such terms as it thinks fit, and may revoke such appointment. The Board may vest in such Managing Director or such other officer such of the powers hereby vested in the Board as it may think fit, and such powers may be made exercisable for such period or periods, and on such conditions and subject to such restrictions, and generally on such terms as to remuneration and otherwise, as it may determine. The remuneration of a Managing Director or such other officer may be made payable by way of salary or commission or participation in profits, or by any or all of those modes, or otherwise as may be thought expedient and it may be made a term of his appointment that he shall receive a pension,

gratuity or other benefit on his retirement.

- 39.02 A Managing Director or such other officer as is referred to in Article 39.01 (including any Director for the time being holding any executive office or employment with the Company) shall not, while he continues to hold such office, but subject to the terms of any contract of service between him and the Company, be subject to retirement by rotation, and he shall not be taken into account in determining the rotation or retirement of Directors, but in all other respects he shall be subject to the same provisions as to removal as the other Directors of the Company, and he shall (subject to the provisions of any contract between him and the Company) ipso facto and immediately cease to be Managing Director or holder of such other office if he cease to hold the office of Director for any cause, but he shall not (unless any agreement between him and the Company shall otherwise provide) cease to hold his office as a Director by reason only of his ceasing to be Managing Director or holder of such other office (as the case may be).

40. ASSOCIATE DIRECTORS

- 40.01 The Board may from time to time appoint any manager or other officer or person in the employment of any company in the Group for the time being to be an Associate Director of the Company.
- 40.02 The appointment of a person to be an Associate Director shall not, save as otherwise agreed between him and the Company or the subsidiary (if any) in whose service he may be, affect the terms and conditions of his employment by the Company or by any such subsidiary, whether as regards duties, remuneration, pension or otherwise, and his office as an Associate Director shall be vacated in the event of his being removed from office by a resolution of the Board.
- 40.03 The appointment, removal and remuneration of an Associate Director shall be determined by the Board with full powers to make such arrangements as the Board may think fit, and the Board shall have the right to enter into any contract on behalf of the Company or transact any business of any description without the knowledge or approval of any Associate Director, except that no act shall be done that would impose any personal liability on any or all of the Associate Directors except with his or their knowledge and consent.
- 40.04 In calculating the number to form a quorum at any meeting of the Board any Associate Director shall not be counted.
- 40.05 An Associate Director shall not be entitled to receive notice of or to vote at a meeting of the Board or (except when expressly invited by the Board to do so) to attend a meeting of the Board. He shall not require any share

qualification and shall not be deemed to be a Director for the purposes of the Statutes or these Articles.

41. ALTERNATE DIRECTORS

- 41.01 Any Director (other than an alternate Director) may at any time by writing under his hand and deposited at the Office, or delivered at a meeting of the Board, appoint any other Director or any other person to be his alternate Director and may in like manner at any time terminate such appointment. Such appointment, unless an appointment of another Director of the Company, shall have effect only upon and subject to being approved by the Board. The same person may be appointed the alternate Director of more than one Director. The ~~vote~~ of votes of an alternate Director shall be in addition to any vote or votes he may have in his own right.
- 41.02 The appointment of an alternate Director shall ipso facto determine on the happening of any event which if he were a Director would cause him to vacate such office or if his appointor ceases to be a Director (retirement at any General Meeting at which the Director is re-appointed being for such purpose disregarded).
- 41.03 An alternate Director shall be entitled to receive notices of meetings of the Directors and of any committee of the Directors of which his appointor is a member and shall be entitled to attend and vote as a Director and be counted in the quorum at any such meeting at which his appointor is not personally present and generally at such meeting to perform all functions of his appointor as a Director and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he were a Director. If his appointor is for the time being absent from the United Kingdom or temporarily unable to act through ill-health or disability his signature to any resolution in writing of the Directors shall be as effective as a signature of his appointor.
- 41.04 An alternate Director shall be entitled to contract and be interested in and benefit from contracts, transactions or arrangements and to be repaid expenses and to be indemnified to the same extent ~~mutatis mutandis~~ as if he were a Director, but he shall not be entitled to receive from the Company in respect of his appointment as alternate Director any remuneration except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct.
- 41.05 Save as otherwise provided in these Articles, an alternate Director shall be deemed for all purposes to be a Director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the Director appointing him.

42. PROCEEDINGS OF DIRECTORS

- 42.01 A Director may, and on request of the Board or any of the Directors the Secretary shall, at any time summon a meeting of the Board.
- 42.02 A notice calling a Board Meeting need not be in writing.
- 42.03 It shall be necessary to give notice of a Board Meeting to any Director (including any alternate Director) for the time being absent from the United Kingdom.
- 42.04 The Board may meet together for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit and determine the quorum necessary for the transaction of business.
- 42.05 Until otherwise determined, two Directors shall be a quorum.
- 42.06 Questions arising at any meeting shall be decided by a majority of votes.
- 42.07 In case of an equality of votes the Chairman shall have a second or casting vote.
- 42.08 A resolution in writing signed by all the Directors or all the members of a committee of Directors shall be as effective for all purposes as a resolution passed at a meeting of the Board or of such committee duly convened, held and constituted and may consist of several documents in like form each signed by one or more of the Directors but a resolution signed by an alternate Director need not also be signed by his appointor and, if it is signed by a Director who has appointed an alternate Director, it need not be signed by the alternate Director in that capacity.

43. CHAIRMAN

- 43.01 The Board may from time to time elect or otherwise appoint Directors to the respective offices of Chairman and Deputy Chairman, may determine the period for which each of them is to hold office and may from time to time remove Directors from such respective offices.
- 43.02 The Chairman or in his absence the Deputy Chairman, shall preside at meetings of the Board, but if no such Chairman or Deputy Chairman be elected or appointed, or if at any meeting the Chairman or Deputy Chairman be not present within five minutes after the time appointed for holding the same, the Directors present shall choose one of their number to be Chairman of such meeting.

44. DELEGATION OF POWERS

44.01 Except as provided in Article 44.02 the Board may delegate to:-

- (a) any committee appointed under Article 44.03; or
- (b) any executive Director (within the scope of Article 39); or
- (c) any committee, local board or agency established under Article 36; or
- (d) the Secretary; or
- (e) any attorney or attorneys appointed under Article 38

such of the powers, authorities or discretions vested in it as the Board thinks fit. Such delegation may include power to sub-delegate and may be annulled or varied by the Board at any time, but no person dealing in good faith and without notice of such annulment or variation shall be affected thereby.

44.02 The following powers of the Board may not be delegated except to a committee of the Board appointed under Article 44.03, namely issuing shares; making calls; declining to register transfers; determining Directors' remuneration; appointing and removing executive Directors (within the scope of Article 39); appointing Directors under Article 29.07; borrowing; recommending and declaring dividends.

44.03 The Board may delegate any of its powers to committees consisting of such member or members of its body as it thinks fit.

44.04 Any committee so formed shall in the exercise of the power so delegated conform to any regulations that may be imposed on it by the Board.

44.05 Any committee shall have power unless the Board directs otherwise to co-opt as a member or members of the committee for any specific purpose any person or persons although not being members of the Board or of the Company Provided always that the majority of members of any committee shall be members of the Board.

44.06 A committee may elect a Chairman of its meetings. If no such Chairman is elected, or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the same, the members present may choose one of their number to be Chairman of the meeting.

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44.07 A committee may meet and adjourn as its members think fit. Questions arising at any meeting shall be determined by a majority of votes. Provided that no resolution of the committee shall be effective unless a majority of the members of the committee present at the meeting are Directors. In the case of an equality of votes the Chairman shall have a second or casting vote.

44.08 A committee shall only be quorate if a majority of those members present are members of the Board but subject thereto the meetings and proceedings of a committee shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Board, so far as the same are applicable thereto and are not suspended by any regulations imposed by the Board under or by the provisions of Article 44.04.

45. EFFECTS OF DEFECT IN DIRECTOR'S APPOINTMENT

45.01 All acts bona fide done by any meeting of the Board, or of a committee of the Board, or by any person acting as a Director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified or had vacated office or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.

46. MINUTES

46.01 The Board shall cause minutes to be made:-

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

46.02 Any such minutes shall be conclusive evidence of any such proceedings if they purport to be signed by the Chairman of the meeting at which the proceedings were had or by the Chairman of the next succeeding meeting.

47. THE SEAL

47.01 The Board shall provide for the safe custody of the Seal, which shall only be used by the authority of the Board or of a committee of the Board authorised by the Board in that behalf, and every instrument to which the Seal shall be

affixed shall be signed by a Director and shall be countersigned by the Secretary or by a second Director or by some other person appointed by the Board for the purpose. Provided that the Board may either generally or in any particular case or cases resolve (subject to such restrictions as to the manner in which the Seal may be affixed as the Board may determine) that such signatures or any of them may be affixed to certificates for shares or debentures or representing any other form of security by some mechanical means other than autographic to be specified in such resolution or that such certificates need not be signed by any person.

47.02 The Company may have:-

- (a) an official seal kept by virtue of section 40 of the Act; and
- (b) an official seal for use abroad under the provisions of the Statutes where and as the Board shall determine and the Company may by writing under the Seal appoint any agents or agent, committees or committee abroad to be the duly authorised agents of the Company for the purpose of affixing and using such official seal and may impose such restrictions on the use thereof as may be thought fit.

47.03 Wherever in these Articles reference is made to the Seal, the reference shall, when and so far as may be applicable, be deemed to include any of such official seals as aforesaid.

48. THE SECRETARY

48.01 The Secretary shall be appointed by the Board for such term, at such remuneration and on such conditions as it may think fit, and any Secretary so appointed may be removed by the Board.

48.02 Anything by the Statutes or these Articles required or authorised to be done by or to the Secretary, if the office is vacant or there is for any reason no Secretary capable of acting, may be done by or to any assistant or deputy Secretary, or if there is no assistant or deputy Secretary capable of acting, by or to any officer of the Company authorised generally or specially in that behalf by the Board.

48.03 No person shall be appointed to hold office as Secretary who is:-

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

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

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

49. RECORD DATES

49.01 Notwithstanding any other provision of these Articles the Board may fix a date as the record date for any dividend, distribution, allotment or issue and such record date may be on or at any time within six months before or after any date on which such dividend, distribution, allotment or issue is declared, paid or made.

50. DIVIDENDS

50.01 The Company may declare dividends by Ordinary Resolution but no dividend shall exceed the amount recommended by the Board.

50.02 Subject to the provisions of the Statutes the Board may from time to time pay to the members such interim dividends as appear to the Board to be justified by the profits of the Company and in particular (but without prejudice to the generality of the foregoing) if at any time the share capital of the Company is divided into different classes the Board may pay such interim dividends in respect of those shares in the capital of the Company which confer on the holders thereof deferred or non-preferential rights as well as in respect of those shares which confer on the holders thereof preferential rights with regard to dividend. Provided that the Board acts bona fide the Board shall not incur any responsibility to the holders of shares conferring any preference for any damage that they may suffer by reason of the payment of an interim dividend on any shares having deferred or non-preferential rights.

50.03 The Board may also pay half-yearly or at other suitable intervals to be settled by it any dividend which may be payable at a fixed rate if the Board is of the opinion that the profits justify the payment.

50.04 No dividend shall be paid otherwise than out of profits available for distribution in accordance with the Statutes.

50.05 Subject to the provisions of the Statutes (and without limiting the powers conferred by or pursuant to Sections 130 to 134 of the Act), if any interest in the share capital of a company or any business or other property or asset is acquired by the Company as from a past date or

with the benefit of any dividends paid or to be paid in respect of a past period the profits or losses of the assets so acquired as from such date or during such period may at the discretion of the Directors be treated in whole or in part for all purposes as profits or losses of the Company.

- 50.06 No dividend shall bear interest against the Company.
- 50.07 All dividends unclaimed for twelve months after having been declared may be invested or otherwise made use of by the Board for the benefit of the Company until claimed and the Company shall not be constituted a trustee in respect thereof.
- 50.08 All dividends unclaimed for a period of twelve years after having been declared shall be forfeited and shall revert to the Company.
- 50.09 Subject to any rights or restrictions for the time being attached to any particular shares, all dividends shall be declared and paid according to the amounts paid up on the shares in respect whereof the dividend is paid, but no amount paid up on a share in advance of calls shall be treated for the purposes of this Article as paid up on the share.
- 50.10 All dividends shall be apportioned and paid proportionately to the amounts paid up on the shares (otherwise than in advance of calls) during any portion or portions of the period in respect of which the dividend is paid but if any share is issued on terms providing that it shall rank for dividend as if on a particular date such share shall rank for dividend accordingly.
- 50.11 The Board may deduct from any dividend payable to any member all sums of money (if any) presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.
- 50.12 Any General Meeting declaring a dividend may direct payment of such dividend wholly or partly by the distribution of specific assets and in particular of paid up shares or debentures of any other company or in any one or more of such ways, and the Board shall give effect to such resolution, and where any difficulty arises in regard to such distribution, the Board may settle the same as it thinks expedient, and in particular may issue fractional certificates and fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any members on the footing of the value so fixed in order to adjust the rights of all parties and may vest any such specific assets in trustees as may seem expedient to the Board.

50.13 Any dividend, interest or other moneys payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the Register or to such person and to such address as the holder or joint holders may in writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. Any one of two or more joint holders may give effectual receipts for any dividends or other moneys payable in respect of the shares held by them as joint holders. The Company shall not be responsible for any cheque or warrant lost in transmission.

51. RESERVES

51.01 The Board may, before recommending any dividend (whether preferential or otherwise), set aside out of the profits of the Company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for meeting claims on or liabilities of the Company or contingencies or for paying off any loan capital or for equalising dividends or for any other purpose to which the profits of the Company may be properly applied, and pending such application may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may from time to time think fit, and so that it shall not be necessary to keep any investments constituting the reserve or reserves separate or distinct from any other investments of the Company. The Board may also without placing the same to reserve carry forward any profits which it may think prudent not to divide.

52. CAPITALISATION OF RESERVES

52.01 The Board may with the authority of an Ordinary Resolution of the Company resolve to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the profit and loss account and not required for payment of dividend on any shares with a preferential right to dividend and accordingly that such sum be set free for distribution amongst the members in proportion to the nominal amount of Ordinary Shares held by them respectively, on condition that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on any shares held by such members respectively or paying up in full unissued shares or debentures of the Company to be allotted and distributed credited as fully paid up to and amongst such members in the proportion aforesaid, or partly in the one way and partly in the other, and the Board shall give effect to such resolution Provided that a share premium account and a capital redemption reserve may, for the purposes of this Article, only be applied in the

paying up of unissued shares to be issued to members of the Company as fully paid up shares.

52.02 The Company may further resolve by Ordinary Resolution that any shares allotted pursuant to Article 52.01 to holders of any partly paid Ordinary Shares shall, so long as such Ordinary Shares remain partly paid, rank for dividends only to the extent that such partly paid shares rank for dividends.

52.03 Whenever such a capitalisation as aforesaid shall have been resolved upon the Board shall make all appropriations and applications of the reserves or undivided profits resolved to be capitalised thereby and all allotments and issues of fully paid up shares or debentures, if any, and generally shall do all acts and things required to give effect thereto, with full power to the Board to make such provision by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit in the case of shares or debentures becoming distributable in fractions and also to authorise any person to enter on behalf of all the members entitled thereto into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any shares or debentures to which they may be entitled on such capitalisation and (as the case may require) for the payment up by the Company on their behalf by the application thereto of their respective proportions of the reserves or profits resolved to be capitalised, of the amounts or any part of the amounts remaining unpaid on their existing shares. Any agreement made under such authority shall be effective and binding on all such members.

53. SCRIP DIVIDENDS

53.01 The Board may subject as herein provided and subject to the provisions of the Statutes, decide (at the same time as it resolves to recommend a dividend to be declared by the Company by Ordinary Resolution or to pay an interim dividend) that each member may elect to forgo his right to participate in such dividend ("the Relevant Dividend") (or such part thereof as the Board may determine) and to receive instead an allotment of further shares to the extent and within the limits and on the terms and conditions set out below. The Board shall announce any such decision as aforesaid in conjunction with any announcement of the Relevant Dividend and shall send to the members notices of election as soon as practicable after the number of shares applicable to the election pursuant to Article 53.02 hereof shall be known.

53.02 If the Board decides as aforesaid each member may (by notice in writing to the Company given in such form and within such period as the Board may from time to time determine) elect to forgo (save to the extent provided in Article 53.03 below) the dividend which otherwise would

have been paid on all or so many of his shares as he shall specify in the notice of election and to receive in lieu thereof such number of additional shares to be allotted to him credited as fully paid as is equal to the whole number of shares (ignoring any fraction of an additional share) obtained by dividing the dividend which otherwise would have been paid on the shares in respect of which the election is made (without the associated tax credit and expressed in terms of pence and fractions of a penny) by whichever is the greater of (i) the average of the middle market quotations of the shares as derived from the Daily Official List published by The Stock Exchange for the first five business days on which such quotations are listed "ex dividend" after the day on which the Board's decision to recommend or pay the Relevant Dividend is announced or for such other days as the Company may from time to time by Ordinary Resolution determine (subject to such adjustments, if any, as the Auditors may consider appropriate) and (ii) the nominal value of a share.

- 53.03 Where the shares constitute authorised investments for the purposes of the Trustee Investments Act 1961, the Board shall not in any event (unless otherwise decided by the Company by Ordinary Resolution) enable shareholders to forgo under the provisions of this Article a nominal amount (being such amount as the Board may decide) of dividend payable on each share in any calendar year.
- 53.04 Following the receipt of a notice or notices of election the Board shall appropriate out of the profits of the Company available for distribution in accordance with the Statutes an amount equal to the aggregate nominal value of the number of shares required to be allotted to members who have given notice of election as aforesaid and shall apply such amount in paying up in full such number of shares.
- 53.05 The shares allotted credited as fully paid as aforesaid shall not be entitled to participate in the dividend then being declared or paid but shall in all other respects rank pari passu with the then existing shares in the capital of the Company.
- 53.06 The Board shall not make any such decision as aforesaid unless the Company has sufficient unissued shares and undistributed profits or reserves to give effect to any elections which could be made as a consequence of such decision.
- 53.07 The Board shall not make any such decision as aforesaid unless the Company by Ordinary Resolution shall approve the exercise by the Board of its power so to do in respect of the dividend in question or in respect of any dividends declared or paid in respect of a specified financial year or period of the Company which dividends include the dividend in question.

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53.08 The Board shall have power to authorise any person on behalf of the electing shareholders to enter into an agreement with the Company providing for the allotment to them respectively of the shares to which they are entitled in lieu of their rights to the dividend so forgone by them respectively and any agreement made under such authority shall be effective and binding on the members concerned.

53.09 The Board may on any occasion determine that rights of election hereunder shall not be made available to shareholders resident in territories where, in the opinion of the Board, compliance with local laws and/or regulations would be unduly onerous.

53.10 The Board may do all acts and things considered necessary or expedient to give effect to the issue of any shares in accordance with the provisions of this Article, and shall have full power to make such provisions as it thinks fit for the case of shares becoming distributable in fractions (including provisions whereby, in whole or in part, the benefit of fractional entitlements accrues to the Company rather than to the members concerned).

54. ACCOUNTS

54.01 The Board shall cause accounting records to be kept in accordance with sections 221 and 222 of the Act.

54.02 The Board shall from time to time determine whether, in any particular case or class of cases, or generally, 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 as authorised by the Board or by Ordinary Resolution of the Company.

54.03 The Board shall from time to time, in accordance with the Statutes, cause to be prepared and to be laid before the Company in General Meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in the Statutes. The Board shall in its report state the amount which it recommends to be paid by way of dividend.

54.04 Copies of all such documents as are referred to in Article 54.03 and any other documents required by law to be annexed thereto shall not less than twenty-one days before the date of the meeting before which they are to be laid be sent to all the members at their registered address and to all holders of debentures of the Company and to the Auditors as required by and subject to the provisions of the Statutes, and the required number of copies of each of these documents shall at the same time be forwarded to The Stock Exchange Provided that the foregoing shall not require any

copy of such documents to be sent to any person of whose address the Company is not aware or to more than one of the joint holders of any shares or debentures.

55. AUDIT

- 55.01 The accounts of the Company shall be examined and audited by the Auditors in accordance with the Statutes.

56. AUTHENTICATION OF DOCUMENTS

- 56.01 Any Director or the Secretary or any person appointed by the Board for the purpose shall have power to authenticate any documents affecting the constitution of the Company and any resolutions passed by the Company or the Board and any books, records, documents and accounts relating to the business of the Company, and to certify copies thereof or extracts therefrom as true copies or extracts and where any books, records, documents or accounts are elsewhere than at the Office the officer of the Company having the custody thereof shall be deemed to be a person appointed by the Board as aforesaid.

- 56.02 A document purporting to be a copy of a resolution of the Board or an extract from the minutes of a meeting of the Board which is certified as such in accordance with Article 56.01 shall be conclusive evidence in favour of all persons dealing with the Company on the faith thereof that such resolution has been duly passed or, as the case may be, that such extract is a true and accurate record of a duly constituted meeting of the Board.

57. NOTICES

- 57.01 A notice or any other document may be served by the Company on any member either personally or by sending it through the post in a prepaid letter addressed to such member at his registered address as appearing in the Register.

- 57.02 All notices directed to be given to the members shall, with respect to any share of which persons are joint holders, be given to whichever of such persons is named first in the Register, and any notice so given shall be sufficient notice to all the holders of such share.

- 57.03 Subject as provided in this Article, any member described in the Register as having an address not within the United Kingdom may give to the Company an address within the United Kingdom at which all notices shall be served on him and all notices served at such address shall be deemed to be well served. If such member shall not have so given such an address he shall not be entitled to receive any notices.

- 57.04 A notice may be given by the Company to the person entitled to any share in consequence of the death, mental disorder

or bankruptcy of a member by sending it through the post in a prepaid letter addressed to him by name or by the title of representative or trustee of such deceased, mentally disordered or bankrupt member, at the last registered address of such member or such other address within the United Kingdom as shall have been supplied by such person.

- 57.05 Any member present, either personally or by proxy, at any General Meeting of the Company shall for all purposes be deemed to have received due notice of such meeting, and, where requisite, of the purposes for which such meeting was convened.
- 57.06 Every person who becomes entitled to a share shall be deemed to have received any notice (other than a notice in accordance with Article 24.11) in respect of that share which, before his name is entered in the Register, has been duly given to a person from whom he derives his title.
- 57.07 Any notice or other document, if served or sent by post shall be deemed to have been served or delivered when the letter containing the same is put into the post, and in proving such service or sending it shall be sufficient to prove that the letter containing the notice or document was properly addressed and put into the post as a prepaid letter.
- 57.08 Any notice required to be given by the Company to the members or any of them, and not otherwise provided for by or pursuant to these Articles, shall be sufficiently given if given by advertisement which shall be inserted once in at least one leading daily newspaper published in London. Any notice given by advertisement shall be deemed to have been served before noon on the day on which the advertisement appears.
- 57.09 If at any time, by reason of the suspension or curtailment of postal services within the United Kingdom, the Company is unable effectively to convene a General Meeting by notice sent through the post, such meeting may be convened as provided under Article 57.08. In any such case the Company shall send confirmatory copies of the notice by post if at least fourteen days prior to the meeting the posting of notices to addresses throughout the United Kingdom becomes practicable.
- 57.10 In reckoning the period for any notice given under these Articles the day on which notice is served, or deemed to be served, and the day for which such notice is given, shall be excluded.
- 57.11 The signature on any notice to be given by the Company may be written or printed.

58. WINDING UP

58.01 If the Company shall be wound up the Liquidator may, with the sanction of an Extraordinary Resolution and any other sanction required by the Statutes, divide among the members in specie the whole or any part of the assets of the Company and may, for that purpose, value any assets and determine how the division shall be carried out as between the members or different classes of members and any such division may be otherwise than in accordance with the existing rights of the members, but so that if any division is resolved on otherwise than in accordance with such rights the members shall have the same right of dissent and consequential rights as if such resolution were a Special Resolution passed pursuant to section 582 of the Act. The Liquidator may with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members as he with the like sanction may determine, but no member shall be compelled to accept any assets upon which there is a liability.

58.02 A Special Resolution sanctioning a transfer or sale to another company duly passed pursuant to the said section may in the like manner authorise the distribution of any shares or other consideration receivable by the Liquidator amongst the members otherwise than in accordance with their existing rights and any such determination shall be binding on all the members, subject to the right of dissent and consequential rights conferred by the said section.

59. INDEMNITY

59.01 Every Director or other officer (including the Auditors) 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 of the Act) which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, and no Director or other officer (including the Auditors) 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 310.

Company Number
1416572

To The Registrar of Companies

Name of Company

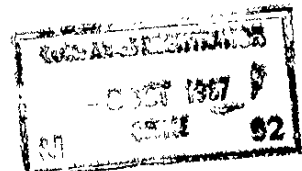
Blazer Limited

In accordance with section 43(3)(b) of the Companies Act 1985, in our opinion the relevant balance sheet shows that at 30th August, 1987 the amount of the Company's net assets, (within the meaning given to that expression by section 264(2) of the Companies Act 1985) was not less than the aggregate of its called-up share capital and undistributable reserves.

WJWLC

Wilson Wright & Co.,
122 Chancery Lane,
London WC2A 1PP.

DATE: 1st October, 1987



BLAZER LIMITED

REPORT AND ACCOUNTS

FOR THE YEAR ENDED 30TH AUGUST, 1987

DIRECTORS

D.E. Krantz
C.H. Benenson
R.G. Lipton
M.M. Krantz
G.I. Ratner
R.J. Silver

SECRETARY AND REGISTERED OFFICE

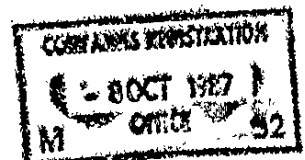
R.G. Lipton,
28/32 Brunel Road,
London W3 7XR.

BANKERS

Midland Bank plc.

AUDITORS

Wilson Wright & Co.
122 Chancery Lane,
London WC2A 1PP.



BLAZER LIMITED

Registered in England. Incorporation No. 1416572.

REPORT OF THE DIRECTORS

The Directors submit their annual report and the accounts for the year ended 30th August, 1987.

CHANGE OF NAME

On 1st July, 1987 the Company changed its name from Knollgrange Limited to Blazer Ltd., and on 9th September, 1987 further changed its name to Blazer Limited.

PRINCIPAL ACTIVITY

The Company's principal activities are merchandising and retailing of mens clothes.

REVIEW OF BUSINESS

A summary of the results of the year's trading is given on page 2 of the accounts.

Turnover has increased during the year by 79% to £3,937,624. The Directors consider the profit achieved on ordinary activities before taxation to be satisfactory.

The Directors consider the state of affairs to be satisfactory.

DIVIDEND

A dividend of 15p per share amounting to £15,000 was paid on 18th June, 1987. No further dividend is recommended.

FIXED ASSETS

The movement of Fixed Assets during the year is set out in Note 9 to the accounts.

The Directors have been advised that the Company's leasehold properties which are included in the accounts at £637,481 have a market value of £975,000.

SUBSEQUENT EVENTS AND FUTURE DEVELOPMENTS

A new shop at Guildford commenced trading in September, 1987 and a shop in Hampstead is expected to open in October, 1987.

EXECUTIVE SHARE OPTION SCHEME

The Blazer 1987 Executive Share Option Scheme was adopted by the Company on 6th August, 1987 and is approved by the Inland Revenue under the provision of the Finance Act 1984. At 30th August, 1987 no options had been granted.

BLAZER LIMITED

REPORT OF THE DIRECTORS (Continued)

DIRECTORS

The Directors in office in the year and their interests in the issued share capital held at the beginning and at the end of the year were as follows:-

	<u>Shares</u>		<u>31.8.1986</u>	
	<u>30.8.1987</u>		<u>or date of appointment</u>	
	<u>Beneficial</u>	<u>Non-beneficial</u>	<u>Beneficial</u>	<u>Non-beneficial</u>
D.E. Krantz	85,000	5,000	94	-
C.H. Benenson	8,000	-	6	-
R.G. Lipton (appointed 9.2.1987)	2,000	-	2	-

M.M. Krantz, G.I. Ratner and R.J. Silver were appointed Directors on 11th September, 1987

AUDITORS

The auditors, Wilson Wright & Co., will be proposed for re-appointment in accordance with Section 384(1) of the Companies Act 1985.

BY ORDER OF THE BOARD

R.G. LIPTON
SECRETARY

DATE: 28th September, 1987

BLAZER LIMITED AND ITS SUBSIDIARY

CONSOLIDATED PROFIT AND LOSS ACCOUNT

FOR THE YEAR ENDED 30TH AUGUST, 1987

	NOTES	<u>1987</u>	<u>1986</u>
TURNOVER	1c	3,937,624	2,203,661
Cost of sales		<u>1,981,234</u>	<u>1,162,152</u>
GROSS PROFIT		1,956,390	1,041,509
Distribution and Marketing costs		593,405	291,606
Administrative and Establishment expenses		<u>760,061</u>	<u>352,728</u>
		1,353,466	644,334
		<u>602,924</u>	<u>397,175</u>
Interest receivable		457	8,137
Rent receivable		<u>30,174</u>	<u>4,968</u>
		30,631	13,105
		<u>633,555</u>	<u>410,280</u>
Interest payable	5	<u>17,186</u>	<u>4,573</u>
PROFIT ON ORDINARY ACTIVITIES BEFORE TAXATION	3	616,369	405,707
Taxation	6	<u>243,711</u>	<u>156,750</u>
PROFIT ON ORDINARY ACTIVITIES AFTER TAXATION	7	372,795	248,957
Dividends	8	<u>15,000</u>	-
		357,795	248,957
Retained profits brought forward		353,018	104,061
Capitalisation of reserves	15	<u>99,900</u>	-
		253,118	104,061
RETAINED PROFITS CARRIED FORWARD		<u>610,913</u>	<u>353,018</u>

BLAZER LIMITED AND ITS SUBSIDIARY

CONSOLIDATED BALANCE SHEET AT 30TH AUGUST, 1987

	NOTES	<u>1987</u>	<u>1986</u>
FIXED ASSETS			
Tangible assets	9a	1,027,176	453,301
CURRENT ASSETS			
Stock	11a	971,481	484,248
Debtors	11b	129,415	49,454
Cash at bank and in hand		850	500
		<u>1,101,746</u>	<u>534,202</u>
CREDITORS			
Amounts falling due within one year	12a	<u>1,306,922</u>	<u>610,115</u>
NET CURRENT LIABILITIES		<u>205,176</u>	<u>75,913</u>
TOTAL ASSETS LESS CURRENT LIABILITIES		<u>822,000</u>	<u>377,388</u>
CREDITORS			
Amounts falling due after more than one year	12b	95,087	5,520
PROVISION FOR LIABILITIES AND CHARGES			
Deferred taxation	14	<u>16,000</u>	<u>18,750</u>
		<u>111,087</u>	<u>24,270</u>
		<u>£710,913</u>	<u>£353,118</u>
CAPITAL AND RESERVES			
Called up share capital	15	100,000	100
Profit and loss account		<u>610,913</u>	<u>353,018</u>
		<u>£710,913</u>	<u>£353,118</u>

DIRECTOR: D.E. KRAMER

DIRECTOR: R.G. LIPMAN

Date approved: 28th September 1987

BLAZER LIMITED**BALANCE SHEET AT 30TH AUGUST, 1987**

	NOTES	<u>1987</u>	<u>1986</u>
FIXED ASSETS			
Tangible assets	9b	1,023,704	448,648
Investments	10	2,585	2,585
		<u>1,026,289</u>	<u>451,233</u>
CURRENT ASSETS			
Stock	11a	760,421	372,354
Debtors	11b	200,741	68,532
Cash at bank and in hand		850	500
		<u>962,012</u>	<u>441,386</u>
CREDITORS			
Amounts falling due within one year	12a	<u>1,186,401</u>	<u>512,999</u>
NET CURRENT LIABILITIES		<u>224,389</u>	<u>71,613</u>
TOTAL ASSETS LESS CURRENT LIABILITIES		<u>801,900</u>	<u>379,620</u>
CREDITORS			
Amounts falling due after more than one year	12b	95,087	5,520
PROVISION FOR LIABILITIES AND CHARGES			
Deferred taxation	14	<u>16,000</u>	<u>18,750</u>
		<u>111,087</u>	<u>24,270</u>
		<u>£690,813</u>	<u>£355,350</u>
CAPITAL AND RESERVES			
Called up share capital	15	100,000	100
Profit and loss account		<u>590,813</u>	<u>355,250</u>
		<u>£690,813</u>	<u>£355,350</u>


 DIRECTOR: D.E. KRENTZ.....


 DIRECTOR: R.G. LIPTON.....

Date approved: 28th September 1987

BLAZER LIMITED AND ITS SUBSIDIARY

SOURCE AND APPLICATION OF FUNDS

FOR THE YEAR ENDED 30TH AUGUST, 1987

	<u>1987</u>	<u>1986</u>
SOURCE OF FUNDS		
Funds generated from operations:		
Profit on ordinary activities before taxation	616,369	405,707
Adjustment for depreciation which does not involve the movement of funds	128,511	65,748
	<u>744,880</u>	<u>471,455</u>
Funds from other sources:		
Disposal of tangible fixed assets	14,348	3,000
Amount falling due after more than one year: - Hire purchase	-	1,875
Bank loan	94,358	-
	<u>853,586</u>	<u>476,330</u>
APPLICATION OF FUNDS		
Purchase of tangible fixed assets	716,734	344,224
Amount falling due after more than one year: Hire purchase	4,791	-
Taxation paid	85,376	-
Dividend paid	15,000	-
	<u>821,901</u>	<u>344,224</u>
	<u>£31,685</u>	<u>£132,106</u>
MOVEMENT OF WORKING CAPITAL		
Stock	487,233	287,950
Debtors	75,961	18,613
Creditors	(359,746)	(166,685)
	<u>207,448</u>	<u>139,915</u>
Movement in net liquid funds:		
Cash at bank and in hand	350	68
Short term bank loan and overdraft	(176,113)	(7,877)
	<u>(175,763)</u>	<u>(7,809)</u>
Increase	<u>£31,685</u>	<u>£132,106</u>

BLAZER LIMITED AND ITS SUBSIDIARY

NOTES TO THE ACCOUNTS - YEAR ENDED 30TH AUGUST, 1987

1. ACCOUNTING POLICIES

a) Basis of accounting

The accounts have been prepared under the historical cost convention.

b) Basis of consolidation

The consolidated accounts include the accounts of the Company and its Subsidiary.

The results of the Subsidiary are consolidated from its effective date of acquisition.

The excess of the purchase consideration for the Subsidiary acquired over the book value of its net assets, at the date of acquisition, is included in goodwill which has been written off.

c) Turnover

Turnover represents net invoiced sales of goods, excluding value added tax.

d) Tangible fixed assets

Depreciation is provided on a straight line basis at the following annual rates in order to write off each asset over its estimated useful life:

Leasehold property	- over the unexpired term of the lease
Fixtures, fittings and equipment	- 20%
Motor vehicles	- 20%

e) Stock

Stock is valued at the lower of cost and net realisable value.

f) Deferred taxation

Provision is made for taxation deferred in respect of all material timing differences except to the extent that, in the opinion of the Directors, there is reasonable probability that the liability will not arise in the foreseeable future.

g) Foreign currencies

Assets and liabilities in foreign currencies are translated into sterling at the rates of exchange ruling at the balance sheet date. Exchange differences are taken into account in arriving at the operating profit.

h) Hire purchase

Interest on hire purchase transactions is charged in the accounts on a straight line basis over the period of the relevant agreements.

2. TURNOVER

The turnover and profit before taxation is attributable to the major activity of the Company of retail clothing, which relates to shops situated in the United Kingdom.

BLAZER LIMITED AND ITS SUBSIDIARY

NOTES TO THE ACCOUNTS - YEAR ENDED 30TH AUGUST, 1987

	<u>1987</u>	<u>1986</u>
3. OPERATING PROFIT		
The operating profit is stated after charging:		
Depreciation of tangible fixed assets	128,511	65,748
Asset hire - operating leases	227,769	101,177
Auditors' remuneration	6,500	3,950
	<u> </u>	<u> </u>
4. STAFF COSTS		
a) Wages and salaries	519,067	255,343
Social security costs	53,498	22,712
Director's pension costs	5,000	5,000
	<u> </u>	<u> </u>
	£577,565	£283,055
	<u> </u>	<u> </u>
Includes salaries and pension contributions in respect of Directors of the Company	£148,851	£116,430
	<u> </u>	<u> </u>
b) The average number of employees (including Directors) during the year was as follows:		
Distribution and marketing	43	19
Administrative and management	6	3
	<u> </u>	<u> </u>
	49	22
	<u> </u>	<u> </u>
c) The Chairman and highest paid Director's salary amounted to	£98,080	£98,180
	<u> </u>	<u> </u>
The other Directors were paid in the following ranges:-		
£10,001 to £15,000	1	1
£30,001 to £35,000	1	-
	<u> </u>	<u> </u>
5. INTEREST PAYABLE		
Interest payable on:		
Bank loan and overdraft	15,180	2,827
Hire purchase	2,006	1,746
	<u> </u>	<u> </u>
	£17,186	£4,573
	<u> </u>	<u> </u>
6. TAXATION		
The tax charge on the profit on ordinary activities for the year was as follows:		
Corporation tax at 39% (1986 - 38%) based on the taxable profit for the year	246,324	153,000
Deferred taxation	(2,750)	3,750
	<u> </u>	<u> </u>
	£243,574	£156,750
	<u> </u>	<u> </u>

BLAZER LIMITED AND ITS SUBSIDIARY

NOTES TO THE ACCOUNTS - YEAR ENDED 30TH AUGUST, 1987

7. PROFIT ON ORDINARY ACTIVITIES AFTER TAXATION

No profit and loss account is presented for the Company as provided by S. 228(7) Companies Act 1985. The Group profit for the financial year includes a profit of £350,463 (1986 - £241,005) which is dealt with in the financial statements of the Company.

8. DIVIDENDS	1987	1986
Paid interim of 15p per share	£15,000	£ -

9. FIXED ASSETS	Land and Buildings Leasehold	Fixtures, Fittings & Equipment	Motor Vehicles	Total
Tangible				
a) Group				
Cost				
At 1st September, 1986	284,830	220,362	64,751	569,943
Additions	407,556	281,594	27,584	716,734
Disposals	(7,022)	(6,542)	(11,842)	(25,406)
At 30th August, 1987	685,364	495,414	80,493	1,261,271
Depreciation				
At 1st September, 1986	20,010	68,893	27,739	116,642
On disposals	(4,100)	(758)	(8,960)	(13,818)
Charge for year	31,973	83,201	16,097	131,271
At 30th August, 1987	47,883	151,336	34,876	234,095
Net book values				
At 30th August, 1987	£637,481	£344,078	£45,617	£1,027,176
At 31st August, 1986	£264,820	£151,469	£37,012	£453,301
b) Company				
Cost				
At 1st September, 1986	284,830	220,005	59,202	564,037
Additions	407,556	281,596	27,584	716,734
Disposals	(7,022)	(6,542)	(11,842)	(25,406)
At 30th August, 1987	685,364	495,057	74,944	1,255,365
Depreciation				
At 1st September, 1986	20,010	68,749	26,630	115,389
On disposals	(4,100)	(758)	(8,960)	(13,818)
Charge for year	31,973	83,129	14,988	130,090
At 30th August, 1987	47,883	151,120	32,658	231,661
Net book values				
At 30th August, 1987	£637,481	£343,937	£42,286	£1,023,704
At 31st August, 1986	£264,820	£151,216	£32,572	£448,608

The Leasehold Property : " " less than 50 years to run.

BLAZER LIMITED AND ITS SUBSIDIARY

NOTES TO THE ACCOUNTS - YEAR ENDED 30TH AUGUST, 1987

10. FIXED ASSETS
Investments

Group Companies
Shares

Cost at 1st September, 1986 and 30th August, 1987

£2,585

The Company owns 100% of the issued share capital of De Havilland Limited (formerly Island Shirts Limited), incorporated in England.

	Group		Company	
	1987	1986	1987	1986
11. CURRENT ASSETS				
a) Stock				
Raw materials	350,482	202,441	134,831	85,850
Finished goods and goods for resale	620,999	281,807	625,590	286,504
	<u>£971,481</u>	<u>£484,248</u>	<u>£760,421</u>	<u>£372,354</u>
b) Debtors				
Trade debtors	53,495	14,499	51,016	12,401
Amounts owed by group company	-	-	93,208	24,419
Other debtors	3,773	18,858	4,375	15,315
Prepayments	52,142	16,397	52,142	16,397
	<u>£129,415</u>	<u>£49,454</u>	<u>£200,741</u>	<u>£68,532</u>

12. CREDITORS

a) Amounts falling due within one year

Bank loan and overdraft (Note 13)	225,270	49,157	195,929	35,873
Trade creditors	518,992	211,110	438,312	137,002
Hire purchase	4,791	11,458	4,791	11,458
Corporation tax	352,448	191,500	343,848	183,000
Social security and other taxes	111,379	100,042	111,379	100,042
Accruals	94,042	46,848	92,142	45,624
	<u>£1,306,922</u>	<u>£610,115</u>	<u>£1,186,401</u>	<u>£512,999</u>

b) Amounts falling due after more than one year

Bank loan (Note 13)	94,358	-	94,358	-
Hire purchase	729	5,520	729	5,520
	<u>£95,087</u>	<u>£5,520</u>	<u>£95,087</u>	<u>£5,520</u>

NOTES TO THE ACCOUNTS - YEAR ENDED 30TH AUGUST, 1987

13. BANK LOAN AND OVERDRAFT	<u>Group</u>		<u>Company</u>	
	<u>1987</u>	<u>1986</u>	<u>1987</u>	<u>1986</u>
The aggregate amount of bank loan and overdraft was as follows:				
Falling due within one year				
Bank overdraft	75,270	49,157	45,929	35,873
Bank loan	150,000	-	150,000	-
	<u>225,270</u>	<u>49,157</u>	<u>195,929</u>	<u>35,873</u>
Falling due after more than one year				
Bank loan	94,358	-	94,358	-
	<u>£319,628</u>	<u>£49,157</u>	<u>£290,287</u>	<u>£35,873</u>

The bank overdraft and loan are secured by a fixed charge on the leasehold properties and by a fixed and floating charge over the other assets and undertakings of the Company.

The bank loan of £244,358 is repayable in monthly instalments of £12,500 until April, 1989. The rate of interest on the loan is 2.5% over bank base rate.

14. DEFERRED TAXATION

The amount provided being the total potential liability for deferred taxation was as follows:

	<u>Group</u>		<u>Company</u>	
	<u>1987</u>	<u>1986</u>	<u>1987</u>	<u>1986</u>
Accelerated capital allowances	<u>£16,000</u>	<u>£18,750</u>	<u>£16,000</u>	<u>£18,750</u>

15. CALLED UP SHARE CAPITAL

Authorised

	<u>1987</u>	<u>1986</u>
ordinary shares of £1 each	<u>£1,000,000</u>	<u>£100</u>

Allotted, issued and fully paid

	<u>1987</u>	<u>1986</u>
ordinary shares of £1 each	<u>£100,000</u>	<u>£100</u>

On 19th February, 1987 the authorised share capital of the Company was increased to £1 million by the creation of 999,900 new ordinary shares of £1 each ranking pari passu with the existing shares.

On 19th February, 1987 the Company issued credited as fully paid 99,900 ordinary shares of £1 each by way of bonus issue to increase substantially the capital base of the Company.

LAZER LIMITED AND ITS SUBSIDIARY

NOTES TO THE ACCOUNTS - YEAR ENDED 30TH AUGUST, 1987

16. CONTINGENT LIABILITY

The Company has given an unlimited guarantee to its bankers Midland Bank plc in respect of the bank overdraft of its subsidiary, De Havilland Limited, which at 30th August, 1987 amounted to £29,341.

17. FINANCIAL COMMITMENTS

At 30th August, 1987 the Group had annual commitments under non-cancellable operating leases as follows:

Operating leases which expire:	<u>Land and Buildings</u>
Within 1 year	£ -
Within 2 to 5 years	£ 8,000
Over 5 years	<u>£402,000</u>

Leases of land and buildings are subject to rent reviews.

18. CAPITAL COMMITMENTS

1987 1986

At 30th August, 1987 the Group had the following capital commitments:-

Contracted for but not provided for in the accounts	<u>£ -</u>	<u>£151,000</u>
Authorised but not contracted for	<u>£100,000</u>	<u>£ -</u>

REPORT OF THE AUDITORS

TO THE MEMBERS OF BLAZER LIMITED

We have audited the financial statements on pages 2 to 11 in accordance with approved Auditing Standards.

In our opinion the financial statements give a true and fair view of the state of affairs of the Company and the Group at 30th August, 1987 and of the profit and source and application of funds of the Group for the year then ended and comply with the Companies Act 1985.



Wilson Wright & Co.
122 Chancery Lane,
London WC2A 1PP.

DATE: 28th September, 1987



COMPANIES FORM No. 43(3)(e)

43(3)(e)

**Declaration of compliance
with requirements by a
private company on application
for re-registration as a public
company**

Please do not
write in this margin

Pursuant to section 43(3)(e) 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

[] [] [] []

1416572

Name of company

* BLAZER LIMITED

* insert full name
of company

I, DAVID ERIC KRANTZ

of Winton House, 14 The Avenue, Radlett, Herts.

† delete as
appropriate

§ insert date

~~the secretary~~ (a director)† of the company, do solemnly and sincerely declare that:
1 the company, on 7th October, 1987, passed a special resolution
that the company should be re-registered as a public company;
2 the conditions of sections 44 and 45 of the above Act (so far as applicable) have been satisfied;
3 between the balance sheet date and the application for re-registration, there has been no change in
the company's financial position that has resulted in the amount of its net assets becoming less than
the aggregate of its called-up share capital and undistributable reserves.
And I make this solemn declaration conscientiously believing
it to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at 3, Shelton St

Declarant to sign below

6062

the 7th day of October

One thousand nine hundred and eighty-seven

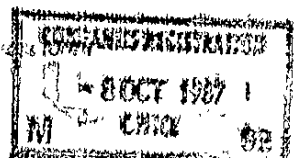
before me [Signature] David Eric Krantz

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

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

Courts & Co
15 Wimpole Street
London W1M 8AP
ref: PT

For official Use
General Section



FILE COPY



**CERTIFICATE OF INCORPORATION
OR RE-REGISTRATION OF PRIVATE COMPANY
AS A PUBLIC COMPANY**

No. 1416572

I hereby certify that

BLAZER LIMITED

**formerly registered as a private company has this day
been re-registered under the Companies Act 1985 as a
public company under the name of**

BLAZER PLC

and that the company is limited.

Given under my hand at Cardiff the 12TH OCTOBER 1987

A handwritten signature in dark ink, appearing to read 'T. M. Jones', written over a horizontal line.

T. M. JONES

An Authorised Officer

Co No 1416572

Wilson Wright & Co.

Harold Gould F.C.A., F.C.C.A. Ian D. Mablin F.C.A., F.C.C.A., A.T.I.I.
Brian P. Boreham F.C.C.A. Michael A. Lerner F.C.A., F.C.C.A.
Barrie A. Carmel F.C.A., F.C.C.A. Richard N. Newsum F.C.A.

Our Ref: MAL/JER/C1610

Your Ref:

14th December 1987

122 CHANCERY LANE
LONDON WC2A 1PP

Telephone: 01-242 6506/9
and 01-242 6021/3
Telex: 28314

The Directors
Blazer PLC
28-32 Brunel Road
London W3 7XR

Dear Sirs

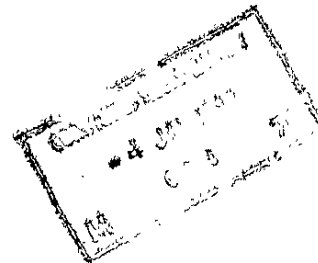
In accordance with Section 390 of The Companies Act 1985, we hereby resign as auditors of the Company with immediate effect.

We confirm that there are no circumstances connected with our resignation which we consider should be brought to the notice of the members or creditors of the Company.

Yours faithfully



WILSON WRIGHT & CO



G

COMPANIES FORM NO. 225(1)

Notice of new accounting reference date given during the course of an accounting reference period

225(1)

Please do not write in this margin

Pursuant to section 225(1) of the Companies Act 1985 as amended by Schedule 13 to the Insolvency Act 1986

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

To the Registrar of Companies

For official use

Company number

1111

1416572

Name of company

* BLAZER PLC

* insert full name of company

gives notice that the company's new accounting reference date on which the current accounting reference period and each subsequent accounting reference period of the company is to be treated as coming, or as having come, to an end is

Day Month

3 1 0 3

Note
Please read notes 1 to 5 overleaf before completing this form

The current accounting reference period of the company is to be treated as (shortened) (extended) and (is to be treated as having come to an end) (will come to an end) on

Day Month Year

0 1 0 4 1 9 8 9

I delete as appropriate

If this notice states that the current accounting reference period of the company is to be extended, and reliance is being placed on section 225(5)(a) of the Companies Act 1985, the following statement should be completed:

The company is a (subsidiary) (holding company) of n/a

company number

the accounting reference date of which is

If this notice is being given by a company which is subject to an administration order and this notice states that the current accounting reference period of the company is to be extended AND it is to be extended beyond 18 months OR reliance is not being placed on section 225(5) of the Companies Act 1985, the following statement should be completed:

An administration order was made in relation to the company on n/a

and it is still in force

Signed [Signature] Designation

Date

I insert
Director,
Secretary,
Receiver,
Administrator,
Administrative
Receiver or
Receiver
(Signatures appropriate)

FORM NO. 225(1) REVISED 1989

JORDAN
SOLICITORS



5/87

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

CAQUEDLINE PROSPIO
SLOMOVA PL
THE PEARL BUILDING
196 Tottenham Ct. Rd.
London W1P 9LD

For official use
General Section

Post Room

RECEIVED
14 AUG 1989
67

1416572

SPECIAL RESOLUTION IN WRITING OF MEMBERS

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
SPECIAL RESOLUTION
OF
BLAZER PLC

We being all the Members of the Company for the time being entitled to receive notice of and to attend and vote at General Meetings of the Company HEREBY RESOLVE the following as a Special Resolution of the Company:-

SPECIAL RESOLUTION

That the Articles of Association of the Company be and are hereby amended:-

- (a) by the insertion of a new article to be numbered 29.11 in the following form:-

"Notwithstanding any other provision of these Articles the holder or holders of a majority in nominal value of such part of the issued share capital of the Company as confers the right for the time being to attend and vote at General Meetings of the Company may at any time or from time to time by memorandum in writing signed by or on behalf of him or them and left at or sent to the Office remove any directors from office or appoint any person or persons to be directors. Such removal or appointment will take effect forthwith upon delivery of the memorandum to the Office or on such later date (if any) as may be specified therein."

- b) by the deletion of the existing article 42.05 and the substitution in its place of the following article to be numbered 42.05:-

"Two directors shall be a quorum, at least one of whom must be a director authorised by Storehouse PLC to attend Board Meetings of the Company as its representative".

- c) by the deletion of the existing article 42.06 and the substitution in its place of the following article to be numbered 42.06:-

"Questions arising at any meeting shall be decided by a majority of votes provided that no resolution shall be effective unless supported by a director authorised by Storehouse PLC to attend Board Meetings of the Company as its representative".

- d) by the deletion of the existing article 42.08 and the substitution in its place of the following article to be numbered 42.08:-

"A resolution in writing signed by such directors as would be necessary to form a quorum pursuant to article 42.05 shall be as effective for all purposes as a resolution passed at a meeting of the board duly convened, held and constituted and may consist of several documents in like form each signed by one or more of such directors but a resolution signed by an alternate director need not also be signed by his appointer and, if it is signed by a director who is appointed an alternate director, it need not be signed by ~~the alternate~~ by the alternate director in that capacity."


.....
Storehouse plc


.....
Princess Products
Limited

DATED this eighteenth day of August, 1989

1416572

THE COMPANIES ACTS 1948 to 1976

and

THE COMPANIES ACT 1985

PUBLIC COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

(As altered by Special Resolutions passed
15th September 1987 and 7th October 1987)

AND

ARTICLES OF ASSOCIATION

(As adopted by Special Resolution passed
7th October 1987 and altered by Special
Resolution passed on 18 August 1989)

OF

BLAZER PLC

Incorporated the 23rd day of February 1979

No. 1416572

CUNTS & CO.
15 Wimpole Street
London W1M 8AP

Ref: 0117M

C O N T E N T S

Page No.

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THE COMPANIES ACTS 1948 to 1976

and

THE COMPANIES ACT 1985

PUBLIC COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

BLAZER PLC

(As altered by Special Resolutions passed
on 15th September 1987 and 7th October 1987)

1. "The name of the Company is "Blazer PLC".
2. The Company is to be a public company.
3. The Company's registered office is to be situated in England and Wales.
4. "The Company's objects are:-
 - (A)(i) To carry on the business of a holding company and to do all lawful acts and things whatever which may be necessary or convenient to carry on the business of a holding company and in particular to do all lawful acts and things that its subsidiaries from time to time are empowered to do and to carry on in all its branches the business of a management and service company and to act as managers and to co-ordinate and direct the management and affairs of other companies and of the businesses property and estates of any

***NOTES:**

1. The name of the Company was changed from Knollgrange Limited to Blazer U.K. Limited on 8th July 1987 and to Blazer Limited on 9th September 1987.
2. The objects of the Company were altered by Special Resolution passed on 15th September 1987.
3. The Company was converted to a public limited company under its present name and consequential amendments were made to its Memorandum of Association on 12th October 1987.

persons or companies and to undertake and carry out all such services in connection therewith as may be deemed expedient and to exercise its powers as a controlling shareholder of other companies; .

- (ii) to carry on business as designers, manufacturers, importers, exporters, buyers and sellers of and dealers in mens', ladies' and childrens' wear and clothing, fabrics and material of every description both wholesale and retail and as tailors, dressmakers, couturiers, furriers, drapers, haberdashers, milliners, hosiers, glovers, lace makers and dealers, feather dressers and merchants, hatters, boot and shoe makers and perfumiers and as designers, manufacturers, buyers and sellers of and dealers in real and imitation jewellery, cosmetics, leathergoods, toys, umbrellas, handbags and all other goods and articles which may be accessories to clothes or other wearing apparel, and as buyers and sellers of and dealers in textiles and fabrics of every description, linens, sheets, blankets and all forms of household goods, cottons, woollens, piece-goods, drapery, curtains, carpets and interior decor; and to carry on business as fashion artists and designers, dyers, cleaners and renovators, decorators and suppliers of all type of decorating materials, and as manufacturers, merchants, bankers, traders, factors, commission agents and ship owners, carriers and warehousemen and to import, export, buy, sell, barter, exchange, pledge, make advances upon, or otherwise deal in goods, produce, commodities, articles and merchandise of every description.
- (B) To carry on any other trade or business of any description which can in the opinion of the Board of Directors be advantageously carried on in connection with or ancillary to the objects of the Company or any of them.
- (C) To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.
- (D) To purchase, acquire, sell, exchange, improve, mortgage, charge, rent, let on lease, hire, surrender, licence, accept surrenders of and otherwise acquire and deal with any land for any estate or interest and to purchase, acquire, rent, build, erect, construct, equip, execute, carry out, repair, improve, alter, work, develop, pull down, administer, maintain, manage or control works, buildings, reservoirs, rivers, waterways, roads, railways, bridges, tunnels, structures and property and conveniences of all kinds, whether for the purposes of the Company or for sale rent or hire to or in return for any consideration from any other company or persons (including, but not

limited to, any shares, stocks, debentures, debenture stock or other securities of or other interests in any company) and turn to account and otherwise deal with and adapt the same for the purposes of the Company's business.

- (E) To purchase or otherwise acquire all or any part of the business, goodwill or assets of any person, firm or company carrying on or formed to carry on any business which the Company is authorised to carry on or possessed of property suitable to the purposes of the Company, and to pay cash or to issue any shares, stocks, debentures, or debenture stock or other securities of the Company as the consideration for such purchase or acquisition and to undertake any liabilities or obligations relating to the business or property so purchased or acquired.
- (F) To apply for, register, purchase or otherwise acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere, any property, assets, patents, licences, patent rights, brevets d'invention, secret processes, designs, concessions, trade or service marks or exclusive or non-exclusive rights or information of any kind which may be capable of being dealt with by the Company or of benefiting the Company and to grant rights thereout and to disclaim, alter, modify, develop, use, exercise, grant licences in respect of, turn to account, manufacture under and otherwise deal with the same and adapt the same for the purposes of the Company's businesses and to carry out all kinds of research work and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.
- (G) To sell, let on lease or otherwise, license, construct, repair, develop, improve, manage, exchange, mortgage, charge, grant options, rights and privileges in respect of, dispose of or otherwise deal with the undertaking, or all or any part of the property, rights or assets of the Company, upon such terms as the Company may think fit with power to accept shares, stocks, debentures, debenture stock or other securities of, or interests in, any other company.
- (H) To invest and deal with the moneys of the Company not immediately required for the purposes of the Company in such way or ways and subject to such conditions as the Company may think fit and to hold or otherwise deal with any investments made.
- (I) To lend and advance money and give credit to such persons, firms, bodies or companies on such terms as may seem expedient and, either with or without the receipt of any consideration, security or advantage

direct or indirect, and whether by personal covenant or by mortgaging, charging or depositing all or any part of the undertaking property and assets of the Company both present and future, including its uncalled capital, on such terms as may seem expedient, to guarantee, support, secure and give indemnities in respect of the performance of any contracts or obligations of and the payment or repayment of the principal amounts of, and premiums interest and dividends on, any moneys owed by and mortgages, charges, bonds, debentures, debenture stocks, shares or other securities of any person, firm, body or company whatsoever in any part of the world.

- (J) To amalgamate with or to enter into partnership or any joint purse or union of interests or profit sharing arrangement with any person, firm or company having for its objects similar objects to those of the Company or any of them.
- (K) To borrow or raise money in such manner and upon such terms as the Company shall think fit, and in particular, by the creation of mortgages, liens and charges upon and the issue of debentures or debenture stock charged upon all or any of the Company's property or assets both present and future, including its uncalled capital, and to re-issue any debentures at any time paid off.
- (L) To draw, make, accept, endorse, discount, negotiate, execute and issue and to buy, sell and deal with cheques, promissory notes, bills of exchange, bills of lading, debentures, warrants and other negotiable or transferable instruments.
- (M) To subscribe for, underwrite, purchase or otherwise acquire, and to hold, dispose of and deal with the shares, stock, securities and evidences of indebtedness or of the right to participate in profits or assets or other similar documents issued by any government, authority, corporation or body, or by any company (including without limitation and to the extent permitted by law the Company itself) or body of persons and any options or rights in respect thereof and to buy and sell foreign exchange.
- (N) To remunerate any person, firm, body or company for services rendered or to be rendered in placing or assisting to place any of the shares in the Company's capital or any debentures, debenture stock or other securities of the Company or in or about the formation or promotion of the Company or the conduct of its business.
- (O) To apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of

Trade or other authority for enabling the Company to carry any of its objects into effect or for effecting any modification of the Company's constitution, or for any other purpose which may in the opinion of the Board of Directors directly or indirectly promote the Company's interests, and to oppose any proceedings or applications which may in the opinion of the Board of Directors directly or indirectly prejudice the Company's interests.

- (P) To enter into any arrangements with any government or authority (supreme, municipal, local or otherwise) that in the opinion of the Board of Directors may be conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions.
- (Q) To subscribe or guarantee money for any charitable, benevolent, national, public, general or useful object; or for any purpose which may be considered likely directly or indirectly to further the objects of the Company or the interests of its members.
- (R) To pay out of the funds of the Company all costs and expenses of or incidental to the promotion, incorporation, formation and registration of the Company and the issue of its capital & debentures including brokerage and commission.
- (S) To promote or aid in the promotion of any company or companies for the purpose of acquiring all or any of the property, undertaking, rights and liabilities of the Company or for any other purpose which is considered or calculated to advance the interests of the Company directly or indirectly.
- (T) To procure the registration or incorporation or recognition of the Company in or under the laws of any place outside England.
- (U) To grant pensions, annuities, gratuities, superannuation or other allowances to any employees or ex-employees and to officers and ex-officers (including Directors and ex-Directors) of the Company or its predecessors in business or of any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or the predecessors in business of any such subsidiary, holding or fellow subsidiary company, or the relatives, connections or dependants of any such persons, and to make payments towards insurance and to establish, maintain or support associations, institutions, clubs, funds, schemes and trusts which

are considered or calculated to benefit any such persons or otherwise advance the interests of the Company or of its Members.

- (V) To establish and contribute to any scheme for the subscription or purchase by employees or Directors of shares in the Company or by trustees of shares in the Company to be held for the benefit of the Company's employees and Directors and to the extent permitted by law to lend money to the Company's employees and Directors to enable them to purchase shares of the Company and to do all or any of the things herein specified in relation to employees or Directors of subsidiaries of the Company and to formulate and carry into effect any scheme for sharing the profits of the Company with its employees or Directors or any of them.
- (W) To insure the life of any person who may, in the opinion of the Company, be of value to the Company as having or holding for the Company interests goodwill or influence or other assets and to pay the premiums on such insurance.
- (X) To distribute in specie among the members any property of the Company but so that no distribution amounting to a reduction of capital be made except with any sanction for the time being required by law.
- (Y) To do all or any of the things specified in this Clause 4 in any part of the world, and either as principals, agents, contractors, sub-contractors, trustees or otherwise, and by or through trustees, agents, or otherwise and either alone or in conjunction with others.
- (Z) To do all such things as may be incidental or conducive to the attainment of the above objects or any of them.

None of the objects set forth in this Clause shall be restrictively construed but the widest interpretation shall be given thereto, and shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set out in any sub-clause of this Clause or from the terms thereof or by the name of the Company. None of such sub-clauses or the objects therein set out or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause but each shall be construed independently of the other and the Company shall have full power to exercise the powers conferred by each sub-clause as though each sub-clause defined the objects of a separate and independent company.

5. The liability of the members is limited.

6. The share capital of the Company is 4000 divided into 100 Ordinary Shares of £1 each. The Company has power to increase

the share capital and to divide the shares (whether original or increased) into several classes and attach thereto any preferred, deferred or other special rights, privileges or conditions as regards dividends, repayment of capital, voting or otherwise.

NOTE

(1) By a Special Resolution passed on 9th February 1987 the capital of the Company was increased to £1,000,000 by the creation of 999,900 additional shares of £1 each

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
SUNDER MANSURKHANI 14 New Square, Lincoln's Inn, London WC2A 3GH. Law Stationer.	ONE
KEITH S. DUNCATE 14 New Square, Lincoln's Inn, London, WC2A 3GH Law Stationer	ONE

Dated this 23th day of January 1979

Witness to the above Signatures:-

LESLIE SMITH.
14 New Square,
Lincoln's Inn,
London WC2A 3GH

Clerk

THE COMPANIES ACTS 1948 to 1976

and

THE COMPANIES ACT 1985

PUBLIC COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

BLAZER PLC

(As adopted by Special Resolution passed on
7th October 1987)

1. OTHER REGULATIONS EXCLUDED

- 1.01 No statutory regulations for the management of a company shall apply to the Company, but the following shall be the Articles of Association of the Company.

2. INTERPRETATION

- 2.01 In these Articles the following expressions have the following meanings:-

<u>Expression</u>	<u>Meaning</u>
the Company	Blazer PLC.
the Act	the Companies Act 1985.
the Statutes	the Act and every other Act from time to time in force concerning companies.
these Articles	these Articles of Association as altered from time to time.
the Board	the Board of Directors of the Company from time to time or the Directors present at a duly convened meeting of Directors at which a quorum is present.

<u>Expression</u>	<u>Meaning</u>
dividend	includes bonus, if not inconsistent with the subject or context.
the Office	the registered office of the Company from time to time.
the Register	the register of members of the Company.
the Seal	the common seal of the Company.
the United Kingdom	Great Britain Northern Ireland the Channel Islands and the Isle of Man.
month	calendar month.
year	year from the 1st January to the 31st December inclusive.
paid up	paid up or credited as paid up in respect of the nominal amount of a share.
the Auditors	the auditors of the Company from time to time.
the Group	the Company and its subsidiaries (within the meaning of section 736 of the Act) from time to time.
the audited balance sheet	the latest audited balance sheet of the Company unless as at the date of such balance sheet there shall have been made up as at such date and audited a consolidated balance sheet of the Company and its subsidiaries (with such exceptions as may be permitted in the case of a consolidated balance sheet prepared for the purposes of the Statutes) and in the latter event "the audited balance sheet" means the audited consolidated balance sheet of the Company and such subsidiaries and references to reserves and profit and loss account shall be deemed to be references to consolidated reserves and consolidated profit and loss account respectively and there shall be excluded any amounts attributable to outside interests in subsidiaries.
stock exchange nominee	has the meaning ascribed thereto by section 185(4) of the Act.

writing	includes printing, typewriting, lithography, photography, telex, facsimile transmission and any other mode or modes of presenting or reproducing words in a visible form or partly one mode and partly another.
- appointment	includes election (and appoint includes elect).
share and shareholder	includes stock and stockholder.
debenture and debenture holder	includes debenture stock and debenture stockholder.
the Secretary	subject to the provisions of the Statutes includes a joint Secretary, a temporary, assistant or deputy Secretary and any person appointed by the Board to perform any of the duties of the Secretary.

2.02 Words importing:-

- (a) the singular number only include the plural number and vice versa;
- (b) the masculine gender only include the feminine gender;
- (c) persons include corporations and bodies of persons.

2.03 References herein to:-

- (a) "mental disorder" mean mental disorder as defined in section 1 of the Mental Health Act 1983 and "mentally disordered" shall be construed accordingly;
- (b) any section or provision of any statute, if not inconsistent with the subject or context, include any corresponding or substituted section or provision of any amending, consolidating or replacement statute all statutory instruments, regulations or orders made pursuant to such section or provision or such corresponding or substituted section or provision, any statutory section or provision of which such section or provision is a re-enactment or modification and all statutory instruments, regulations or orders made pursuant thereto;
- (c) an Article by number are to the particular Article of these Articles.

2.04 Unless the context otherwise requires, words or expressions contained in these regulations bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these regulations become binding on the Company.

2.05 The headings are inserted for convenience only and shall not affect the construction of these Articles.

3. BUSINESS

3.01 Any business which the Company is either expressly or by implication authorised to undertake may be undertaken by the Company at such time or times as the Board shall think fit, and further may be suffered by it to be in abeyance, whether such business may have been actually commenced or not, so long as the Board may deem it expedient not to commence or proceed with the same.

4. REGISTERED OFFICE

4.01 The Office shall be at such place in England and Wales as the Board shall from time to time appoint.

5. SHARE CAPITAL

5.01 The authorised share capital of the Company at 9th February 1967 is £1,000,000 divided into 1 million Ordinary Shares of £1 each.

6. SHARE ISSUES

6.01 Subject to all requisite authority under the Statutes being given by the Company in General Meeting and to any directions which may be given by the Company in General Meeting, shares unissued at the date of adoption of these Articles and any shares hereafter created shall be under the control of the Board, which may allot (with or without conferring a right of renunciation), grant options over or otherwise dispose of the same to such persons (including the Directors themselves) on such terms and at such times as the Board may think proper, provided that no shares shall be issued at a discount.

6.02 Any share may, with the sanction of a Special Resolution, be issued on the terms that it is, or at the option of the Company or of the holder of such share is liable, to be redeemed and such Resolution may set out the terms on and the manner in which redemption of the same may be affected.

6.03 Subject to the provisions of the Statutes (and to the sanction of an Extraordinary Resolution passed at a separate class meeting of the holders of any class of convertible shares) the Company may purchase any of its own shares (including any redeemable shares) and (without

NOTE: Article 5.01 was altered by Special Resolution passed 9th February 1967

prejudice to the generality of the foregoing) the Company may (subject to the provisions of this Article 6 and to any directions which may be given by the Company in General Meeting) make a market purchase (within the meaning of section 163 of the Act) of any of its own shares.

6.04 In any resolution passed pursuant to sections 164, 165 or 166 of the Act any reference:-

- (a) to a specific number of shares and specific prices shall in the event of a consolidation or sub-division of the shares in question be rateably adjusted to reflect such consolidation or sub-division; and
- (b) to specific prices shall in the event of an issue by way of capitalisation of profits or reserves or by way of rights by reference to the shares in question be rateably adjusted by reference to the middle market quotations in The Stock Exchange Daily Official List on the first dealing day on which such shares are marked ex-script or ex-rights (as the case may be) and on the dealing day immediately prior thereto which adjustment shall be certified by the Auditors acting as experts and not as arbitrators and so that their certificate shall be binding on all parties.

7. SPECIAL RIGHTS MAY BE ATTACHED TO SHARES

7.01 Without prejudice to any special rights previously conferred on the holders of the then existing shares in the capital of the Company, and subject to the provisions of the Statutes and of these Articles, any shares may be issued with such preferential, deferred, qualified or other special rights, privileges or conditions, whether in regard to dividend, voting, return of capital or otherwise, as the Company may from time to time by Ordinary Resolution direct. Subject to any directions made by the Company when resolving under this Article the Board shall be authorised to issue such shares on such terms as it thinks fit.

8. COMMISSION AND BROKERAGE

8.01 The Company may in connection with the issue of any shares exercise all powers of paying commission and brokerage conferred or permitted by the Statutes. Any such commission or brokerage may be satisfied in whole or in part by the allotment of fully paid shares of the Company, in which case sections 97 and 98 of the Act shall be complied with.

9. JOINT HOLDERS OF SHARES

9.01 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 or other moneys payable in

respect of such share, but such power shall not apply to the legal personal representatives of a deceased member.

- 9.02 The Company shall not be bound to register more than four persons as joint holders of any share.

10. TRUSTS NOT TO BE RECOGNISED

- 10.01 Except as otherwise expressly provided by these Articles or as required by law or as ordered by a Court of competent jurisdiction and notwithstanding any information received by the Company pursuant to Part VI of the Act or otherwise no person shall be recognised by the Company as holding any share on any trust, and the Company shall not be bound by or required to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any right whatsoever in respect of any share or any interest in any fractional part of a share other than an absolute right to the entirety thereof in the registered holder.

11. SHARE CERTIFICATES

- 11.01 Every member (except a stock exchange nominee in respect of whom the Company is not by law required to complete and have ready for delivery a certificate) shall be entitled, without payment, to receive within two months after allotment or lodgment of a transfer (unless the conditions of issue provide for a longer interval) one certificate for all the shares of each class registered in his name pursuant to such allotment or transfer, specifying the number, class and distinguishing numbers (if any) of the shares in respect of which it is issued and the amount paid up thereon.
- 11.02 If and so long as all the issued shares in the capital of the Company or all the issued shares of a particular class are fully paid up and rank *pari passu* for all purposes, then none of those shares shall bear a distinguishing number. In all other cases each share shall bear a distinguishing number.
- 11.03 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.
- 11.04 Where a member has transferred part only of the shares comprised in a certificate, he shall be entitled without charge to a certificate for the balance of his shares.
- 11.05 Every certificate for shares or debentures or representing any other form of security of the Company shall in accordance with Article 47 be issued under the Seal, or an official seal kept by the Company by virtue of section 40

of the Act, or, in the case of shares on a branch register, an official seal for use in the relevant territory.

- 11.06 No certificate shall be issued representing shares of more than one class, or in respect of shares held by a stock exchange nominee.
- 11.07 Any two or more certificates representing shares of any one class held by any member may at his request be cancelled and a single new certificate for such shares issued in lieu without charge.
- 11.08 If any member shall surrender for cancellation a share certificate representing shares held by him and request the Company to issue in lieu two or more share certificates representing such shares in such proportions as he may specify, the Board may, if it thinks fit, comply with such request, subject to the payment of such fee (if any) as it may determine.
- 11.09 If any share certificate shall be defaced, worn out, destroyed or lost, it may be renewed on such evidence being produced and such indemnity (if any) being given as the Board shall require, and on payment of the out-of-pocket expenses of the Company of investigating such evidence and (in the case of defacement or wearing out) on delivery up of the old certificate, but without any further charge.
- 11.10 In the case of shares held jointly by several persons any such request mentioned in this Article may be made by any one of the joint holders.

12. LIEN ON SHARES

- 12.01 The Company shall have a lien on any of its shares which are not fully paid to the extent and in the circumstances permitted by section 150 of the Act.
- 12.02 The Board may sell all or any of the shares subject to any lien at such time or times and in such manner as it may think fit, but no sale shall be made until such time as the moneys in respect of which such lien exists or some part thereof are or is presently payable or the liability or engagement in respect of which such lien exists is liable to be presently fulfilled or discharged, and until a demand and notice in writing stating the amount due or specifying the liability or engagement and demanding payment or fulfilment or discharge thereof and giving notice of intention to sell in default shall have been served on such member or the persons (if any) entitled by transmission to the shares, and default in payment, fulfilment or discharge shall have been made by him or them for seven days after service of such notice.
- 12.03 The net proceeds of any sale of shares subject to any lien shall be applied in or towards satisfaction of the amount

due to the Company, or of the liability or engagement, as the case may be, and the balance (if any) shall be paid to the member or the person (if any) entitled by transmission to the shares so sold.

- 12.04 Upon any such sale as aforesaid, the Board 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 application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

13. CALLS ON SHARES

- 13.01 Subject to the provisions of these Articles and to the terms of allotment of any shares, the Board may from time to time make such calls on the members in respect of all moneys unpaid on their shares as it may think fit, provided that fourteen days' notice at least is given of each call. Each member shall be liable to pay the amount of every call so made on him to the persons, by the instalments (if any) and at the times and places appointed by the Board. A person upon whom a call is made shall remain liable therefor notwithstanding the subsequent transfer of the shares in respect whereof the call is made.
- 13.02 A call shall be deemed to have been made at the time when the resolution of the Board authorising such call was passed.
- 13.03 The joint holders of a share shall be jointly and severally liable for the payment of all calls and instalments in respect thereof.
- 13.04 If before or on the day appointed for payment thereof a call or instalment payable in respect of a share is not paid, the person from whom the same is due shall pay interest on the amount of the call or instalment at such rate not exceeding 12 per cent. per annum as the Board shall fix from the day appointed for payment thereof to the time of actual payment, but the Board may waive payment of such interest wholly or in part.
- 13.05 No member shall be entitled to receive any dividend or to be present or to vote at any General Meeting either personally or (save as proxy for another member) by proxy, or be reckoned in a quorum, or to exercise any other 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).
- 13.06 Any sum which by the terms of issue of a share is made payable upon allotment or at any fixed date, whether on account of the amount of the share or by way of premium,

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 relevant provisions of these Articles, shall apply as if such sum were a call duly made and notified.

13.07 The Board 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.

13.08 The Board may, if it thinks fit, receive from any member willing to advance the same all or any part of the moneys due on his shares beyond the sums actually called up thereon, and on the moneys so paid in advance, or so much thereof as exceeds the amount for the time being called up on the shares in respect of which such advance has been made, the Board may pay or allow such interest as may be agreed between it and such member, 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. Provided that no dividend shall be payable on so much of the moneys paid up on a share as exceeds the amount for the time being called up thereon. The Board may at any time repay the amount so advanced on giving to such member not less than three months' notice in writing of its intention in that behalf, unless before the expiration of such notice the amount so advanced shall have been called up on the share in respect of which it was advanced.

14. TRANSFER OF SHARES

14.01 Subject to such of the restrictions contained in these Articles as may be applicable, any member may transfer all or any of his shares by instrument in writing in any usual or common form, or in such other form as the Board shall from time to time approve.

14.02 Such instrument of transfer must be duly stamped and be left at the Office, or at such other place as the Board may appoint, accompanied by the certificate for the shares to be transferred and such other evidence (if any) as the Board may require to prove the title of the intending transferor (and if the instrument of transfer is executed by some other person on his behalf, the authority of that person to do so) Provided that in the case of a transfer by a stock exchange nominee the lodgment of share certificates shall not be necessary.

14.03 Every instrument of transfer must be in respect of only one class of share.

14.04 The instrument of transfer of a share shall be signed by or on behalf of the transferor, and the transferor shall be

deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof.

- 14.05 In the case of a partly paid up share the instrument of transfer must also be signed by or on behalf of the transferee.
- 14.06 Nothing in these Articles shall preclude the Board from recognising a renunciation of the allotment of any share by the allottee in favour of some other person.
- 14.07 All instruments of transfer which shall be registered shall be retained by the Company, but any instrument of transfer which the Board may refuse to register shall (except in case of fraud) be returned to the party presenting the same.
- 14.08 Subject as hereinbefore provided, the Company shall be entitled to destroy:-

- (a) at any time after the expiration of six years from the date of registration thereof or on which an entry in respect thereof shall have been made (as the case may be), all instruments of transfer of shares or debentures or other forms of security of the Company which shall have been registered and all letters of request, renounced allotment letters, renounceable share certificates, forms of acceptance and transfer and applications for allotment in respect of which an entry in the Register shall have been made;
- (b) at any time after the expiration of one year from the date of cancellation thereof, all registered certificates for shares or debentures or representing any other form of security of the Company (being certificates for shares, debentures or other securities in the name of a transferor and in respect whereof the Company has registered a transfer) and all mandates and other written directions as to the payment of dividends or interest (being mandates or directions which have been cancelled); and
- (c) at any time after the expiration of one year from the date of the recording thereof, all notifications of change of name or address

and it shall conclusively be presumed in favour of the Company that:-

- (i) every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered;
- (ii) every certificate for shares or debentures or representing any other form of security so destroyed was a valid

certificate duly and properly cancelled;

and

- (iii) every other document hereinbefore mentioned so destroyed was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company

- Provided that:-

- (1) the provisions aforesaid shall apply only to the destruction of documents in good faith and without notice of any claim (regardless of the parties thereto) to which the document might be relevant;
- (2) nothing herein contained shall be construed as imposing on the Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any case where the conditions of Provision (1) above are not fulfilled;
- (3) references herein to the destruction of any documents include references to the disposal thereof in any manner; and
- (4) any document referred to in either of paragraphs (b) or (c) of Article 14.08 may be destroyed at a date earlier than that authorised by those paragraphs provided that a permanent copy of such document shall have been made which shall not be destroyed before the expiration of the period applicable to the destruction of the original of such document and in respect of which the Board shall take adequate precautions for guarding against falsification and for facilitating its production.

14.09 The Board may, in its absolute discretion, and without assigning any reason, refuse to register a transfer of any share (not being a fully paid up share) to a person of whom it does not approve and it may also refuse to register any transfer of any share to more than four joint holders or any transfer of any share (not being a fully paid up share) on which the Company has a lien.

14.10 If the Board shall refuse to register a transfer of any share, it shall, within two months after the date on which the transfer was lodged with the Company, send to the transferee notice of such refusal as required by section 183(5) of the Act.

14.11 The registration of transfers of shares or of any class of shares may be suspended at such times and for such periods as the Board may from time to time determine Provided that such registration shall not be suspended for more than thirty days in any year.

14.12 No fee shall be charged:-

- (a) for registration of a transfer; or

- (b) on the registration of any probate, letters of administration, certificate of death or marriage, power of attorney, notice or other instrument relating to or affecting the title to any shares.

15. TRANSMISSION OF SHARES

- 15.01 In the case of the death of a member, the survivors or survivor, where the deceased was a joint holder, and the legal personal representatives 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.
- 15.02 Subject to the provisions of these Articles, any person becoming entitled to a share in consequence of the death or bankruptcy of a member may, on such evidence as to his title being produced as the Board may require, elect either to be registered himself as holder of the share or to have some person nominated by him registered as the transferee thereof.
- 15.03 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 stating that he so elects. If he shall elect to have another person registered, he shall testify his election by executing a transfer of such share to such person. All the provisions of these Articles relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the member had not occurred and the notice or transfer were a transfer executed by such member.
- 15.04 A person entitled to a share by transmission shall be entitled to receive, and may give a discharge for, any dividends or other moneys payable in respect of the share, but he shall not be entitled in respect of it to receive notices of, or to attend or vote at meetings of the Company, or, save as aforesaid, to exercise any of the rights or privileges of a member unless and until he shall become a member in respect of the share.

16. FORFEITURE OF SHARES

- 16.01 If a member fails to pay the whole or any part of any call or instalment of a call on or before the day appointed for the payment thereof, the Board may at any time thereafter, during such time as the call or instalment or any part thereof remains unpaid, serve a notice on him or on the person entitled to the share by transmission requiring payment of such call or instalment or such part thereof as

remains unpaid, together with interest at such rate not exceeding 12 per cent. per annum as the Board shall determine and any expenses incurred by the Company by reason of such non-payment.

16.02 The notice shall:-

- (a) name a further day (not earlier than the expiration of seven days from the date of the notice) on or before which such call or instalment or part thereof and all interest and expenses that have accrued by reason of such non-payment are to be paid;
- (b) name the place where the payment is to be made; and
- (c) 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 or instalment was due will be liable to be forfeited.

16.03 If the requirements 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 the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect. Forfeiture of shares shall include all dividends in respect of the shares not actually paid before the forfeiture, notwithstanding that they shall have been declared.

16.04 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 to 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 in respect of such share, but the provisions of this paragraph are directory only, and no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make such entry as aforesaid.

16.05 Notwithstanding any such forfeiture as aforesaid, the Board may, at any time before the forfeited shares have been otherwise disposed of, annul the forfeiture, on the terms of payment of all calls and interest due thereon and all expenses incurred in respect of the share and on such further terms (if any) as the Board shall see fit.

16.06 The Board may accept a surrender of any share liable to be forfeited hereunder.

16.07 Every share which shall be forfeited or surrendered 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 or surrender the holder

thereof or entitled thereto or to any other person on such terms and in such manner as the Board shall think fit, and the Board may if necessary authorise some person to transfer the same to such other person as aforesaid.

16.08 A shareholder whose shares have been forfeited or surrendered shall nevertheless be liable to pay to the Company all calls made and not paid on such shares at the time of forfeiture or surrender, and interest thereon to the date of payment and any expenses as aforesaid in the same manner in all respects as if the shares had not been forfeited or surrendered, 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 or surrender without any reduction or allowance for the value of the shares at the time of forfeiture.

16.09 The forfeiture or surrender of a share shall involve the extinction at the time of forfeiture or surrender 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 or surrendered 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.

16.10 A statutory declaration that the declarant is a Director or Secretary of the Company and that a share has been duly forfeited or surrendered in pursuance of these Articles, and stating the date on which it was forfeited or surrendered, shall, as against all persons claiming to be entitled to the share adversely to the forfeiture or surrender thereof, be conclusive evidence of the facts therein stated and such declaration, together with the receipt of the Company for the consideration (if any) given for the share on the sale or disposition thereof and a certificate for the share under the Seal delivered to the person to whom the same is sold or disposed of, shall constitute a good title to the share. Subject to the execution of any necessary transfer such person shall be registered as the holder of the share and shall be discharged from all calls made prior to such sale or disposition and shall not be bound to see to the application of the purchase money or other consideration (if any), nor shall his title to the share be affected by any act, omission or irregularity relating to or connected with the proceedings in reference to the forfeiture or surrender, sale, re-allotment or disposal of the share.

17. SUE OF SHARES OF UNTRACTABLE MEMBERS

17.01 The Company shall be entitled to sell for the best price reasonably obtainable the shares of any member or the shares to which any person is entitled by means of transmission if and provided that:-

- (a) during the Relevant Period (as hereinafter defined) not less than three dividends shall have become payable in respect of the shares held by such member or the shares to which a person is entitled as aforesaid and no dividend so payable shall have been claimed;
- (b) all warrants and cheques in respect of the shares in question sent during the Relevant Period to the said member or to the said person in the manner provided by these Articles shall have remained uncashed;
- (c) the Company shall on expiry of the Relevant Period have inserted advertisements in at least one national daily newspaper and at least one newspaper circulating in the area of the address of the said member or the said person (as shown in the Register) giving notice of its intention to sell the said shares;
- (d) during the Relevant Period and the period of three months following the publication of the said advertisements, the Company shall not have received indication of the whereabouts or of the existence of the said member or the said person; and
- (e) notice shall have been given to the Quotations Department of The Stock Exchange of the Company's intention to make such a sale.

17.02 For the purpose of Article 17.01 above, "the Relevant Period" means the period of twelve years immediately preceding the date of publication of the first advertisement inserted pursuant to paragraph (c) of Article 17.01 above.

17.03 To give effect to any such sale as aforesaid the Board may appoint any person to execute as transferor an instrument of transfer of such shares or any of them and such instrument of transfer shall be as effective as if it had been executed by the registered holder of, or person entitled by transmission to, such shares and the purchaser shall not be bound to see to the application of the purchase moneys nor shall his title to the shares be affected by any irregularity in or invalidity of the proceedings relating to the sale. The Company shall account to the member or other person entitled to such shares for the net proceeds of such sale and shall be deemed to be his debtor (and not a trustee for him) in respect of the same. No interest shall be payable in respect of the same and the Company shall not be required to account for any moneys earned on the net proceeds. Any moneys not accounted for to the member or other person

entitled to such shares shall be carried to a separate account and shall be a debt of the Company. Moneys carried to such separate account may either be employed in the business of the Company or invested in such investments (other than shares of the Company) as the Board may from time to time think fit.

18.

CONVERSION OF SHARES INTO STOCK

18.01

The Company may by Ordinary Resolution convert any paid up shares into stock and reconvert any stock into paid up shares of any denomination.

18.02

The holders of stock may transfer the same, or any part thereof, in the same manner and subject to the same regulations, as and subject to which the shares from which the stock arose might previously to conversion have been transferred, or as near thereto as circumstances admit and the Board may from time to time fix the minimum amount of stock transferable and restrict or forbid the transfer of fractions of that minimum, but so that such minimum shall not exceed the nominal amount of the shares from which the stock arose.

18.03

The holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at General Meetings of the Company and other matters and be subject to the same provisions of these Articles as if they held the shares from which the stock arose, but no such right, privilege or advantage shall be conferred by an amount of stock which would not, if existing in shares, have conferred that right, privilege or advantage.

18.04

Such of the provisions of these Articles as are applicable to paid up shares shall apply to stock.

19.

ALTERATIONS OF CAPITAL

19.01

The Company in General Meeting may from time to time:-

(a) by Ordinary Resolution:-

(i)

consolidate and divide all or any of its share capital into shares of larger amount than its existing shares. On any consolidation of fully paid shares into shares of larger amount, the Board may settle any difficulty which may arise as it thinks expedient and in particular (but without prejudice to the generality of the foregoing) may as consolidated determine which particular shares are to be consolidated into each consolidated share and in the case of

any shares registered in the name of one holder or joint holders being consolidated with shares registered in the name of another holder or joint holders may make such arrangements as may be thought fit for the sale of the consolidated share or any fractions thereof and for such purpose may appoint some person to transfer the consolidated share to the purchaser and arrange either for the distribution among the persons entitled thereto of the net proceeds of such sale after deduction of the expenses of sale or for the payment of such net proceeds to the Company. Provided that the necessary unissued shares are available the Board may alternatively in each case where the number of shares held by any holder is not an exact multiple of the number of shares to be consolidated into a single share issue to each such holder credited as fully paid up by way of capitalisation the minimum number of shares required to round up his holding to such a multiple (such issue being deemed to have been effected immediately prior to consolidation) and the amount required to pay up such shares shall be appropriated at its discretion from any of the sums standing to the credit of any of the Company's reserve accounts (including share premium account and capital redemption reserves) or to the credit of profit and loss account and capitalised by applying the same in paying up such shares;

(ii)

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, and diminish the amount of its share capital by the amount of the shares so cancelled; and

(iii)

sub-divide its shares or any of them into shares of smaller amount than is fixed by the Memorandum of Association, subject nevertheless to the provisions of the Statutes, so that in the sub-division the proportion between the amount paid up and the amount (if any) not paid up on each such share of smaller amount shall be the same as it was in the case of the share from which

it was derived and so that the resolution whereby any share is sub-divided may determine that, as between the holders of the shares resulting from such sub-division, one or more of the shares may have any such preferred or other special rights over, or may have such deferred rights or be subject to any such restrictions as compared with, the others as the Company has power to attach to unissued or new shares;

- (b) by Special Resolution reduce its share capital or any of its reserve accounts (including share premium account or capital redemption reserves) in any manner authorised and subject to any conditions prescribed by the Statutes.

20. INCREASE OF CAPITAL

- 20.01 The Company in General Meeting may from time to time by Ordinary Resolution increase its share capital by the creation of new shares, such new capital to be of such amount and to be divided into shares of such respective amounts and to carry such special rights (if any) or to be subject to such restrictions (if any) as are referred to in Article 7 as the General Meeting resolving on such increase may direct. Subject to any directions made by the Company when resolving on the increase of capital, any new shares shall, subject to the provisions of Article 6, be at the disposal of the Board.

21. MODIFICATION OF CLASS RIGHTS

- 21.01 All or any of the rights or privileges for the time being attached to any share or class of shares in the capital of the Company (and notwithstanding that the Company may be or be about to be in liquidation) may be varied or abrogated:-

(a) in such manner (if any) as may be provided by such rights; or

(b) in the absence of any such provision, either with the consent in writing of the holders of not less than three-quarters in nominal value of the issued shares of the class, or with the sanction of an Extraordinary Resolution passed at a separate General Meeting of the holders of shares of the class duly convened and held as hereinafter provided (but not otherwise). All the provisions hereinafter contained as to General Meetings shall *mutatis mutandis* apply to every such meeting, but so that the quorum thereat shall be persons holding or representing by proxy one-third of the nominal amount paid up

of the issued shares of the class, and that each holder of shares of the class, present in person or by proxy, shall on a poll be entitled to one vote for every share of the class held by him, and if at any adjourned meeting of such holders such quorum as aforesaid is not present any two holders of shares of the class who are present in person or by proxy shall be a quorum. The Board shall comply with the provisions of section 380 of the Act as to forwarding a copy of any such consent or resolution to the Registrar of Companies.

- 21.02 Subject to the terms on which any shares may be issued, the rights or privileges attached to any class of shares in the capital of the Company shall be deemed to be varied or abrogated by the reduction of the capital paid up on such shares or by the allotment of further shares ranking in priority thereto for payment of a dividend or repayment of capital but shall not be deemed to be varied or abrogated by the creation or issue of any new shares ranking *pari passu* in all respects (save as to the date from which such new shares shall rank for dividend) with or subsequent to those already issued.

22. GENERAL MEETINGS

- 22.01 The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year. Not more than fifteen months shall elapse between the date of one Annual General Meeting of the Company and that of the next. The Annual General Meeting shall be held at such time and place as the Board shall determine. All General Meetings, other than Annual General Meetings, shall be called Extraordinary General Meetings.

- 22.02 The Board may call an Extraordinary General Meeting whenever it thinks fit, and Extraordinary General Meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided by section 368 of the Act.

- 22.03 In the case of an Annual General Meeting or of a meeting convened for the purpose of passing a Special Resolution, twenty-one days' notice at the least, and in any other case fourteen days' notice at the least, 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 all the members (other than those who, under the provisions of these Articles or otherwise, are not entitled to receive such notices from the Company), all persons entitled to a share in consequence of the death or bankruptcy of a member, each of the Directors and the Auditors, but with the consent of all persons for the time being entitled as aforesaid, or of

such proportion thereof as is prescribed by sections 369(3) or 378 (3) of the Act (as the case may be), a meeting may be convened on shorter notice and in such manner as such persons may approve. The accidental omission to give such notice to, or the non-receipt of such notice by, any such person as aforesaid shall not invalidate any resolution passed or proceeding taken at any such meeting. Every notice convening an Annual General Meeting of the Company shall describe the meeting as an Annual General Meeting. In the case of a meeting convened for passing a Special or Extraordinary Resolution the notice shall specify the intention to propose the Resolution as a Special or Extraordinary Resolution (as the case may be).

22.04 In every notice calling a General Meeting of the Company there shall appear with reasonable prominence a statement that a member entitled to attend and vote is entitled to appoint one or more proxies to attend and (on a poll) vote instead of him and that a proxy need not also be a member. Every notice of meeting shall also state the place where instruments of proxy are to be deposited if the Board shall have determined such place to be other than at the Office.

22.05 In cases where instruments of proxy are sent out with notices, the accidental omission to send such instrument of proxy to, or the non-receipt of such instrument of proxy by, any person entitled to receive notice shall not invalidate the proceedings at the meeting.

23. PROCEEDINGS AT GENERAL MEETINGS

23.01 All business that is transacted at an Extraordinary General Meeting shall be deemed special and all business that is transacted at an Annual General Meeting shall also be deemed special, with the exception of declaring a dividend, the consideration of the accounts and balance sheet and the reports of the Directors and the Auditors and any other documents required to be annexed to the balance sheet, the appointment of Directors, the re-appointment of the retiring Auditors and the fixing of the fees of the Directors and the remuneration of the Auditors.

23.02 No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. For all purposes the quorum shall be not less than two persons entitled to vote upon the business to be transacted (each being a member or a proxy for a member or a duly authorised representative of a corporation).

23.03 If within fifteen minutes from the time appointed for the holding of a General Meeting a quorum is not present, or if during a meeting a quorum ceases to be 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, or to such other day and at such time and place as the

Board may determine, and if at such adjourned meeting a quorum is not present within fifteen minutes from the time appointed for holding the meeting, or if during such adjourned meeting a quorum ceases to be present, the members present in person or by proxy shall be a quorum.

23.04 The Chairman (if any) of the Board shall preside as Chairman at every General Meeting of the Company. 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 unwilling to act as Chairman, the Deputy Chairman (if any) shall if present and willing to act preside at such meeting but if the Chairman and Deputy Chairman shall not be so present and willing to act the Directors present shall choose one of their number to act, or if there be only one Director present he shall be Chairman of the meeting if willing to act. If there be no Director present and willing to act, the members present and entitled to vote shall choose one of their number to be Chairman of the meeting.

23.05 The Chairman of the meeting may, with the consent of any General Meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn any meeting from time to time and from place to place as the meeting shall determine. Whenever a meeting is adjourned for fourteen days or more seven days' notice at the least, specifying the place, the day, and the hour of the adjourned meeting shall be given in the same manner as in the case of an original meeting, but it shall not be necessary to specify in such notice the nature of the business to be transacted at the adjourned meeting. Save as aforesaid, no member shall be entitled to any notice of an adjournment or of the business to be transacted at any 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.

23.06 At any General Meeting a resolution put to a 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:-

- (a) the Chairman of the meeting; or
- (b) in writing by at least two persons entitled to vote at the meeting; or
- (c) in writing by a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; or
- (d) in writing 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 a demand by a person as proxy for a member shall be the same as a demand by the member.

23.07 Unless a poll be so demanded, a declaration by the Chairman of the meeting that a resolution has on a show of hands been carried, or carried unanimously or by a particular majority, or lost, or not carried by a particular majority, shall be conclusive, and an entry to that effect in the minute book of the Company shall be conclusive evidence thereof, without proof of the number or proportion of the votes recorded in favour of or against such resolution.

23.08 If:-

- (a) any objection shall be raised to the qualification of any voter; or
- (b) any votes have been counted which ought not to have been counted or which might have been rejected; or
- (c) any votes are not counted which ought to have been counted,

the objection or error shall not vitiate the decision of the meeting on any resolution unless the same is raised or pointed out at the meeting or adjourned meeting at which the vote objected to is given or tendered or at which the error occurs. Any objection or error shall be referred to the Chairman of the meeting and shall only vitiate the decision of the meeting on any resolution if the Chairman of the meeting decides that the same is of sufficient magnitude to vitiate the resolution or may otherwise have affected the decision of the meeting. The decision of the Chairman of the meeting on such matters shall be final and conclusive.

23.09 If an amendment shall be proposed to any resolution under consideration but shall in good faith be ruled out of order by the Chairman of the meeting, any error in such ruling shall not invalidate the proceedings on the substantive resolution. In the case of a resolution duly proposed as a Special or Extraordinary Resolution no amendment thereto (other than a mere clerical amendment to correct a patent error) may in any event be considered or voted on.

23.10 If a poll be demanded in manner aforesaid, it shall (subject as provided in Article 23.11) be taken in such manner (including the use of ballot or voting papers or tickets) and at such time and place, not being more than thirty days from the date of the meeting or adjourned meeting at which the poll was demanded, as the Chairman of the meeting shall direct. The Chairman of the meeting may

appoint scrutineers (who need not be members). No notice need be given of a poll not taken immediately. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

- 23.11 A poll demanded on the election of a Chairman of the meeting or on a question of adjournment shall be taken forthwith.
- 23.12 In the case of an equality of votes, either on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll was demanded shall be entitled to a second or casting vote.
- 23.13 The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business, other than the question on which a poll has been demanded.
- 23.14 The demand for a poll may be withdrawn but only with the consent of the Chairman of the meeting and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

24. VOTES OF MEMBERS

- 24.01 Subject and without prejudice to any special rights, privileges or restrictions as to voting for the time being attached to any shares for the time being forming part of the capital of the Company, at any General Meeting on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by proxy or by a representative duly authorized under section 375 of the Act, not being himself a member, shall have one vote, and in the case of a poll every member present in person, by representative or by proxy shall have one vote for every share of which he is the holder.
- 24.02 Where in England and Wales or elsewhere a receiver, curator bonis or other person (by whatever name called) has been appointed by any court claiming jurisdiction in that behalf to exercise powers with respect to the property or affairs of any member on the ground (however formulated) of mental disorder, the Board may in its absolute discretion, on or subject to production of such evidence of the appointment as the Board may require, permit such receiver, curator bonis or other person to vote in person or by proxy on behalf of such member at any General Meeting. Such evidence shall be deposited at the Office or at such other place as is specified in accordance with these Articles for the deposit of instruments of proxy, not less than forty-eight hours before the time appointed for holding the meeting or adjourned meeting and in default such receiver, curator bonis or other person shall in any event not be permitted to vote.

24.03 If two or more persons are jointly entitled to a share, then in voting on any question the vote of the senior who tenders the vote, whether in person or by proxy, shall be accepted to the exclusion of the vote(s) of the other registered holder(s) of the share, and for this purpose seniority shall be determined by the order in which the names stand in the Register.

24.04 No member shall, unless the Board otherwise determines:-

- (a) be entitled to vote at a General Meeting either personally or by proxy or to exercise any privilege as a member unless all calls or other sums presently payable by him in respect of shares in the Company have been paid;
- (b) be entitled to vote at a General Meeting either personally or by proxy if a disenfranchisement notice (as defined in Article 24.11) shall have been served on him and shall not have been withdrawn.

24.05 On a poll:-

- (a) votes may be given either personally or by proxy; and
- (b) a member entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way.

24.06 Any person (whether a member of the Company or not) may be appointed to act as a proxy. A member may appoint more than one proxy to attend on the same occasion.

24.07 An instrument appointing a proxy:-

(a) shall:-

- (i) be in writing under the hand of the appointor or of his attorney duly authorised in writing, or if such appointor is a corporation, either under its common seal or under the hand of some officer or attorney duly authorised in that behalf;
- (ii) be deemed to include the power to demand or concur in demanding a poll and to vote on any amendment of a resolution put to the meeting for which it is given as the proxy thinks fit; and
- (iii) unless the contrary is stated therein, be valid as well for any adjournment of

the meeting as for the meeting to which it relates;

- (b) may be in any common form or in such other form as the Board shall approve; and
- (c) need not be witnessed.

- 24.08 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 or a copy certified in accordance with section 3 of the Powers of Attorney Act 1971 or in some other way approved by the Board, shall be deposited at the Office, or at such other place as is specified in the notice of meeting or in the instrument of proxy issued by the Company, not less than forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than forty-eight hours before the time appointed for the taking of the poll, and an instrument of proxy which is not deposited or delivered in such manner shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date named in it as the date of its execution, except at an adjourned meeting or on a poll demanded at a meeting or an adjourned meeting in cases where the meeting was originally held within twelve months from such date.
- 24.09 The board may at the expense of the Company send, by post or otherwise, instruments of proxy (reply-paid or otherwise) to members for use at any General Meeting or at any meeting of any class of members of the Company, either in blank or nominating in the alternative any one or more of the Directors or any other persons. If for the purpose of any meeting invitations to appoint as proxy a person or one of a number of persons specified in the invitations are issued at the expense of the Company, such invitations shall be issued to all (and not some only) of the members entitled to be sent a notice of the meeting and to vote thereat by proxy.
- 24.10 A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the death or mental disorder of the principal or the revocation of the instrument of proxy, or of the authority under which the instrument of proxy was created, or the transfer of the share in respect of which the instrument of proxy is given, provided that no intimation in writing of such death, mental disorder, revocation or transfer shall have been received by the Company at the Office, or at such other place as is referred to in Article 24.08, at least one hour before the commencement of the meeting or adjourned meeting or the taking of the poll at which the instrument of proxy is used.

24.11 Where, in respect of any shares of the Company, any registered holder or any other person appearing to be interested in such shares fails to comply with any notice (in this Article called a "statutory notice") given by the Company under section 212 of the Act or where (in purported compliance with a statutory notice) such registered holder or person makes a statement which is false or misleading in any material particular, then not earlier than forty-two days after service of the statutory notice the Company may serve on such registered holder a notice (in this Article called a "disenfranchisement notice") stating that such shares shall with effect from the service of the disenfranchisement notice confer on him no right to vote either at any General Meeting or at any separate General Meeting of the holders of the shares of that class. The Company may at any time withdraw a disenfranchisement notice by serving on the registered holder of the shares to which the same relates a notice in writing to that effect (in this Article called a "withdrawal notice") and a disenfranchisement notice shall be deemed to have been withdrawn when the statutory notice has been complied with in respect of all the shares to which the disenfranchisement notice related. Unless and until a withdrawal notice is duly served in relation thereto or a disenfranchisement notice in relation thereto is deemed to have been withdrawn or the shares to which a disenfranchisement notice relates are registered in the name of some person other than the registered holder on whom the disenfranchisement notice was served, none of the shares to which a disenfranchisement notice relates shall confer on the holder or holders thereof any right to attend or vote at such General Meeting or separate General Meeting as aforesaid. For the purpose of this Article a person shall be treated as appearing to be interested in any shares if the member holding such shares has given to the Company a notification under the said section 212 which fails to establish the identities of those interested in the shares and if (after taking into account the said notification and any other relevant section 212 notification) the Company knows or has reasonable cause to believe that the person in question is or may be interested in the shares.

25. CORPORATIONS ACTING BY REPRESENTATIVES

25.01 Any corporation which is a member of the Company may, by resolution of its directors or other governing body, authorise such person as it thinks fit to act as its representative at any meeting of the Company, or at any meeting of any class of members of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the Company.

26. PRESIDENT

- 26.01 The Board may from time to time appoint any person who is or has been a Director and who in the opinion of the Board has rendered outstanding services to the Company to be President and may determine the period for which he is to hold office.
- 26.02 Any such appointment may be made on such terms as to remuneration and otherwise as the Board shall from time to time determine.
- 26.03 It shall be the duty of the President to advise the Board on such matters as he or it may deem to be of interest to the Company but the President shall not by virtue of his office as such have any powers or duties in relation to the management of the business of the Company.
- 26.04 The office of President shall be vacated on the happening of any of the events specified in Article 30.01.

27. DIRECTORS

- 27.01 The number of Directors shall not be less than two.
- 27.02 A Director shall not be required to hold any qualification shares but shall be entitled to receive notice of, attend and speak at all General Meetings of the Company and of any class of members of the Company.

28. DIRECTORS' FEES AND EXPENSES

- 28.01 The Directors other than any Director for the time being holding an executive office or employment with the Company or a subsidiary of the Company shall be entitled to receive by way of fees for their services in each year such sum as the Board shall from time to time determine (not exceeding £40,000 per annum in aggregate or such greater sum as the Company by Ordinary Resolution shall from time to time authorise), such sum (unless otherwise directed by the resolution by which it is voted) to be divided amongst the Directors in such proportions and in such manner as the Board may agree and failing agreement equally, except that in such event any Director holding office for less than the whole of the relevant period in respect of which the fees are paid shall only rank in such division in proportion to the time during such period for which he has held office.
- 28.02 The Directors shall also be entitled to be repaid all travelling hotel and other expenses properly incurred by them respectively in or about the performance of their duties as Directors, including their expenses of travelling to and from Board Meetings, committee Meetings or General Meetings or otherwise incurred while engaged on the business of the Company.

28.03 If by arrangement with the Board any Director shall perform or render any special duties or services outside his ordinary duties as a Director, the Board may pay him special remuneration, in addition to any fees or ordinary remuneration, and such special remuneration may be by a lump sum or by way of salary, commission, participation in profits or otherwise as may be arranged, and shall be charged as part of the Company's ordinary working expenses.

29. APPOINTMENT, ROTATION AND RETIREMENT OF DIRECTORS

29.01 At the Annual General Meeting of the Company in every year one-third of the Directors for the time being (other than any Directors not subject to retirement by rotation) or, if their number is not three or a multiple of three, then the number nearest to but (except when less than three Directors are subject to retirement by rotation) not exceeding one-third, shall retire from office.

29.02 The Directors to retire in every year shall be those who are subject to retirement by rotation and who have been longest in office since their last appointment, but as between persons who became Directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.

29.03 A Director who retires at an Annual General Meeting shall be eligible for re-appointment. If a retiring Director is not reappointed at the meeting at which he retires he shall retain office until the meeting appoints someone in his place, or if it does not do so, until the end of the meeting.

29.04 The Company at the meeting at which a Director retires in manner aforesaid may fill the vacated office by appointing a person thereto, and in default the retiring Director shall be deemed to have been reappointed except in any of the following cases:-

- (a) at such meeting it is expressly resolved not to fill up such vacated office or a resolution for the reappointment of such Director is put to the meeting and lost; or
- (b) such Director has given notice in writing to the Company that he is unwilling to be reappointed; or
- (c) such Director has attained any retiring age applicable to him as Director pursuant to the Statutes.

29.05 A resolution for the appointment of two or more persons as Directors by a single resolution shall not be moved at any General Meeting unless a resolution that it shall be so moved has first been agreed to by the meeting without any vote being given against it and any resolution moved in contravention of this provision shall be void.

- 29.06 No person other than a Director retiring at the meeting shall, unless recommended by the Board, be eligible for appointment to the office of Director at any General Meeting unless not less than seven nor more than twenty-one days before the date appointed for the meeting there shall have been left at the Office notice in writing signed by a member duly qualified to attend and vote at the meeting for which such notice is given of his intention to propose such person for appointment stating the particulars which would if he were so appointed be required to be included in the Company's register of Directors together with notice in writing signed by that person of his willingness to be appointed.
- 29.07 The Board shall have power at any time and from time to time to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors.
- 29.08 Any Director appointed to fill a casual vacancy or as an addition to the existing Directors shall hold office only until the conclusion of the next following Annual General Meeting and shall be eligible for reappointment, but shall not be taken into account in determining the Directors who are to retire by rotation at such meeting. If not reappointed at such Annual General Meeting he shall vacate office at the conclusion thereof.
- 29.09 The Company may by Ordinary Resolution of which special notice has been given in accordance with section 379 of the Act remove any Director before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between the Company and such Director. Such removal shall be without prejudice to any claim which such Director may have for damages for breach of any contract of service between him and the Company.
- 29.10 The Company may by Ordinary Resolution appoint another person in place of a Director removed from office under Article 29.09 and without prejudice to the powers of the Directors under Article 29.07 the Company may by Ordinary Resolution appoint any person to be a Director either to fill a casual vacancy or as an additional Director. A person appointed in place of a Director so removed or to fill such a vacancy shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last appointed a Director.
- 29.11 Notwithstanding any other provision of these Articles the holder or holders of a majority in nominal value of such part of the issued share capital of the Company as confers the right for the time being to attend and vote at General Meetings of the Company may at any time or from time to time by memorandum in writing signed by or on behalf of him or them and left at or sent to the Office remove any directors from office or appoint any person or persons to be directors. Such removal or appointment will take effect forthwith upon delivery of the memorandum to the Office or on such later date (if any) as may be specified therein.
30. DISQUALIFICATION AND REMOVAL OF DIRECTORS
- 30.01 The office of a Director shall be vacated if:-

- (a) he becomes bankrupt or a receiving order is made against him or he makes any arrangement or composition with his creditors generally; or
- (b) he absents himself from the meetings of the Board during a continuous period of six months without special leave of absence from the Board, and his alternate Director (if any) shall not during such period have attended in his stead, and the Board passes a resolution that he has by reason of such absence vacated his office; or
- (c) he ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a Director; or
- (d) he is, or may be, suffering from mental disorder and either-
 - (i) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or
 - (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
- (e) by notice in writing to the Company he resigns his office; or
- (f) an Ordinary Resolution is passed pursuant to Article 29.09 of these Articles.

31. DIRECTOR CONTRACTING WITH THE COMPANY

31.01 Subject to the provisions of the Act, no Director or intending Director shall be disqualified by his office from contracting with the Company either as vendor, purchaser or otherwise, nor shall any such contract or any contract or arrangement entered into on behalf of the Company in which any Director is in any way directly or indirectly interested be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office, or of the fiduciary relationship thereby established, but the nature of his interest must be declared by him at the meeting of the Board at which the

question of entering into the contract or arrangement is first taken into consideration, or if the Director was not at the date of that meeting interested in the proposed contract or arrangement, then at the next meeting of the Board held after he became so interested, and in a case where the Director becomes interested in a contract or arrangement after it is made, then at the first meeting of the Board held after he becomes so interested. A general notice in writing given to the Board by any Director to the effect that he is a member or director of any specified company or firm, and is to be regarded as interested in any contract which may thereafter be made with such company or firm, shall (if such Director shall give the same at a meeting of the Board or shall take reasonable steps to secure that the same is brought up and read at the next meeting of the Board after it is given) be deemed a sufficient declaration of interest in relation to any contract so made.

31.02 Save as provided in the following paragraphs of this Article, a Director shall not vote at a meeting of the Board or of a committee of the Board in respect of any contract or arrangement or any other proposal whatsoever in which he has directly or indirectly any material interest or duty which conflicts or may conflict with the interests of the Company otherwise than by virtue of his interests in shares or debentures or other securities of or otherwise in or through the Company. A Director shall not be counted in the quorum of a meeting in relation to any resolution on which he is debarred from voting.

31.03 A Director shall (in the absence of some other material interest than is indicated below) be entitled to vote (and be counted in the quorum) in respect of any resolution concerning any of the following matters, namely:-

- (a) the giving of any guarantee, security or indemnity to him in respect of money lent or obligations incurred by him at the request of or for the benefit of the Company or any of its subsidiaries;
- (b) the giving of any guarantee, security or indemnity to a third party in respect of a debt or obligation of the Company or any of its subsidiaries for which he himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of security;
- (c) any proposal concerning an offer of shares or debentures or other securities of or by the Company or any of its subsidiaries for subscription or purchase in which offer he is or is to be interested as a participant in the underwriting or sub-underwriting thereof;

- (d) any proposal concerning any other company in which he is interested directly or indirectly and whether as an officer or shareholder or otherwise howsoever, provided that he is not the holder of or beneficially interested in 1 per cent. or more of any class of the equity share capital of such company (or of any third company through which his interest is derived) or of the voting rights available to members of the relevant company (any such interest being deemed for the purpose of this Article to be a material interest in all the circumstances);
- (e) any proposal concerning the adoption, modification or operation of a superannuation fund or retirement, death or disability benefits scheme under which he may benefit and which has been approved by or is subject to and conditional on approval by the Board of Inland Revenue for taxation purposes;
- (f) any proposal concerning the adoption, modification or operation of a share option scheme, share incentive scheme or profit sharing scheme which relates both to Directors and employees and does not accord to any Director as such any privilege or advantage not generally accorded to the employees to which such scheme relates.

31.04 Where proposals are under consideration concerning the appointment (including fixing or varying the terms of appointment) of two or more Directors to offices or employments with the Company or any company in which the Company is interested, such proposals may be divided and considered in relation to each Director separately. In such case each of the Directors concerned (if not debarred from voting under Article 31.03(d)) shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment.

31.05 If any question shall arise at any meeting as to the materiality of a Director's interest or as to the entitlement of any Director to vote and such question is not resolved by his voluntarily agreeing to abstain from voting, such question shall be referred to the Chairman of the meeting and his ruling in relation to any other Director shall be final and conclusive (and in the case of the Chairman of the meeting shall be referred to the other Directors present and a ruling by the majority of such other Directors shall be final and conclusive), except in a case where the nature or extent of the interest of the Director concerned (or the Chairman of the meeting) has not been fairly disclosed.

31.06 Subject to the provisions of the Statutes the Company may by Ordinary Resolution suspend or relax the provisions of this Article to any extent or ratify any transaction not duly authorised by reason of a contravention of this Article.

31.07 Any Director may act by himself or his firm in a professional capacity for the Company and he or his firm shall be entitled to remuneration for professional services as if he were not a Director Provided that nothing herein contained shall authorise a Director or his firm to act as the Auditors.

31.08 Any Director may continue to be or become a director of, or hold any other office or place of profit under, any other company in which the Company may be interested, and no such Director shall be accountable for any remuneration, salary, commission, participation in profits, pension, superannuation or other benefits received by him as a director of, or holder of any other office or place of profit under, or member of, any such other company. The Board may exercise the voting power conferred by the shares in any company held or owned by the Company in such manner in all respects as it may think fit (including the exercise thereof in favour of any resolution appointing the Directors or any of them directors of such company, or voting or providing for the payment of remuneration to the directors of such company).

32. POWERS AND DUTIES OF DIRECTORS

32.01 The business of the Company shall be managed by the Board, which may exercise all such powers 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 the provisions of the Statutes and of the Company's Memorandum of Association and of these Articles and to such directions (not being inconsistent with such aforesaid provisions) as may be prescribed by the Company in General Meeting, but no alteration of the Memorandum of Association nor of these Articles nor any direction made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such alteration or direction had not been made. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Board by any other Article.

33. DIRECTORS' BORROWING POWERS

33.01 The Board may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital or any part thereof and to issue debentures and other securities, whether outright or

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

33.02 The Board shall restrict the borrowings of the Company and exercise all voting and other rights and powers of control exercisable by the Company in respect of its subsidiaries so as to ensure (as regards its subsidiaries so far as by such exercise it can so ensure) that the aggregate amount for the time being outstanding in respect of the moneys borrowed or secured by the Group (exclusive of moneys owing by one member of the Group to another) shall not at any time, without the previous sanction of an Ordinary Resolution of the Company exceed an amount equal to three times the Adjusted Capital and Reserves.

33.03 For the purposes of this Article:-

(a) "the Adjusted Capital and Reserves" means the aggregate from time to time of:-

- (i) the amount paid up on the issued share capital of the Company; and
- (ii) the amount standing to the credit of the reserves (including any share premium account, capital redemption reserve and any credit balance on profit and loss account)

all as shown by the audited balance sheet but adjusted as follows:-

- (1) to reflect any variation in the amount of such paid up share capital, share premium account or capital redemption reserve since the date of the audited balance sheet;
- (2) to exclude:-
 - (a) amounts representing any variation in the proportion of reserves attributable to minority interests in partly-owned subsidiaries since the date of the audited balance sheet;
 - (b) any debit balance on profit and loss account (except to the extent that such deduction has already been made);
 - (c) any amount for goodwill or other intangible asset incorporated as an asset in the audited balance sheet unless in either case it represents the excess of consideration paid for the acquisition of shares or other property over the value attributed to the

underlying net tangible assets so acquired;

- (3) to include any goodwill representing the excess of consideration paid for the acquisition of shares or other property over the value attributed to the underlying net tangible assets so acquired to the extent that such goodwill has been written off against the reserves or profit and loss account of the Company and so that any such goodwill so written off shall be added back for the purposes of calculating the amount of the Adjusted Capital and Reserves;

(b) "borrowings" and "moneys borrowed" include:-

- (i) loan capital of any description (whether issued for cash or in whole or in part for a consideration other than cash), together with any fixed or minimum premium on final repayment;
- (ii) the outstanding amount of acceptances (not being acceptances of trade bills in respect of the purchase price or sale of goods in the ordinary course of trading) by the Company or any subsidiary or by any bank or accepting house under any acceptance credit opened on behalf of the Company or any subsidiary; and
- (iii) the nominal amount of any issued share capital and the principal amount of any borrowing (together in each case with any fixed or minimum premium payable on final redemption or repayment) the redemption or repayment whereof is guaranteed by the Company or any subsidiary,

but shall not include any prepayments.

33.04 No such sanction as aforesaid shall be required to the borrowing of any sum of money intended to be applied in the repayment (with or without premium) of any moneys then already borrowed and outstanding and so applied within sixty days of the borrowing thereof, notwithstanding that the same may result in such limit being exceeded. A certificate or report by the Auditors as to the amount of the Adjusted Capital and Reserves or the amount of moneys borrowed or secured or to the effect that the limit imposed by this Article has not been or will not be exceeded at any particular time or times shall be conclusive evidence of such amount or fact for the purposes of this Article.

- 33.05 Notwithstanding the foregoing no lender or other person dealing with the Company shall be concerned to see or enquire whether the limit contained in this Article is observed. No debt incurred in excess of such limit shall be invalid and no security given for the same shall be invalid or ineffectual except in the case of express notice to the lender or the recipient of the security at the time when the debt was incurred or security given that the limit hereby imposed had been or was thereby exceeded.

34. CONSEQUENCES OF VACANCY ON BOARD

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

35. BANKING ARRANGEMENTS

- 35.01 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed (as the case may be) in such manner as the Board shall from time to time determine.
- 35.02 The Company's bank account shall be kept with such bank or banks as the Board shall from time to time determine.

36. COMMITTEES

- 36.01 The Board may establish any committees, local boards or agencies for managing any of the affairs of the Company either in the United Kingdom or elsewhere, and may appoint any persons to be members of such committees, local boards or agencies and may fix their remuneration, and may delegate to any committee, local board, or agent any of the powers, authorities and discretions vested in the Board (other than its power to make calls, forfeit shares or accept surrenders of shares), with power to sub-delegate, and may authorise the members of any local board, or any of them, to fill any vacancies therein, and to act notwithstanding vacancies, and any such appointment or delegation may be on such terms and subject to such conditions as the Board may think fit. The Board may remove any person so appointed and may annul or vary any such delegation, but no person dealing in good faith and without notice of any such annulment or variation shall be affected thereby.

37. PENSIONS

- 37.01 The Board may grant pensions, annuities, gratuities, superannuation or other allowances to any employees or ex-employees and to officers and ex-officers (including Directors and ex-Directors) of the Company or its predecessors in business or of any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or the predecessors in business of any such subsidiary, holding or fellow subsidiary company, or the relatives, connections or dependants of any such persons, and may make payments towards insurance and to establish, maintain or support associations, institutions, clubs, funds, schemes and trusts which are considered or calculated to benefit any such persons or otherwise advance the interests of the Company or of its members.

38. ATTORNEYS

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

39. MANAGING DIRECTOR AND OTHER APPOINTMENTS

- 39.01 The Board may from time to time appoint any one or more of its body to the office of Managing Director and/or such other office in the management of the business of the Company or place of profit under the Company, except that of the Auditors, as it may decide for such period (subject to the provisions of section 319 of the Act) and on such terms as it thinks fit, and may revoke such appointment. The Board may vest in such Managing Director or such other officer such of the powers hereby vested in the Board as it may think fit, and such powers may be made exercisable for such period or periods, and on such conditions and subject to such restrictions, and generally on such terms as to remuneration and otherwise, as it may determine. The remuneration of a Managing Director or such other officer may be made payable by way of salary or commission or participation in profits, or by any or all of those modes, or otherwise as may be thought expedient and it may be made a term of his appointment that he shall receive a pension,

gratuity or other benefit on his retirement.

- 39.02 A Managing Director or such other officer as is referred to in Article 39.01 (including any Director for the time being holding any executive office or employment with the Company) shall not, while he continues to hold such office, but subject to the terms of any contract of service between him and the Company, be subject to retirement by rotation, and he shall not be taken into account in determining the rotation or retirement of Directors, but in all other respects he shall be subject to the same provisions as to removal as the other Directors of the Company, and he shall (subject to the provisions of any contract between him and the Company) ipso facto and immediately cease to be Managing Director or holder of such other office if he cease to hold the office of Director for any cause, but he shall not (unless any agreement between him and the Company shall otherwise provide) cease to hold his office as a Director by reason only of his ceasing to be Managing Director or holder of such other office (as the case may be).

40. ASSOCIATE DIRECTORS

- 40.01 The Board may from time to time appoint any manager or other officer or person in the employment of any company in the Group for the time being to be an Associate Director of the Company.
- 40.02 The appointment of a person to be an Associate Director shall not, save as otherwise agreed between him and the Company or the subsidiary (if any) in whose service he may be, affect the terms and conditions of his employment by the Company or by any such subsidiary, whether as regards duties, remuneration, pension or otherwise, and his office as an Associate Director shall be vacated in the event of his being removed from office by a resolution of the Board.
- 40.03 The appointment, removal and remuneration of an Associate Director shall be determined by the Board with full powers to make such arrangements as the Board may think fit, and the Board shall have the right to enter into any contract on behalf of the Company or transact any business of any description without the knowledge or approval of any Associate Director, except that no act shall be done that would impose any personal liability on any or all of the Associate Directors except with his or their knowledge and consent.
- 40.04 In calculating the number to form a quorum at any meeting of the Board any Associate Director shall not be counted.
- 40.05 An Associate Director shall not be entitled to receive notice of or to vote at a meeting of the Board or (except when expressly invited by the Board to do so) to attend a meeting of the Board. He shall not require any share

qualification and shall not be deemed to be a Director for the purposes of the Statutes or these Articles.

41. ALTERNATE DIRECTORS

- 41.01 Any Director (other than an alternate Director) may at any time by writing under his hand and deposited at the Office, or delivered at a meeting of the Board, appoint any other Director or any other person to be his alternate Director and may in like manner at any time terminate such appointment. Such appointment, unless an appointment of another Director of the Company, shall have effect only upon and subject to being approved by the Board. The same person may be appointed the alternate Director of more than one Director. The vote or votes of an alternate Director shall be in addition to any vote or votes he may have in his own right.
- 41.02 The appointment of an alternate Director shall ipso facto determine on the happening of any event which if he were a Director would cause him to vacate such office or if his appointor ceases to be a Director (retirement at any General Meeting at which the Director is re-appointed being for such purpose disregarded).
- 41.03 An alternate Director shall be entitled to receive notices of meetings of the Directors and of any committee of the Directors of which his appointor is a member and shall be entitled to attend and vote as a Director and be counted in the quorum at any such meeting at which his appointor is not personally present and generally at such meeting to perform all functions of his appointor as a Director and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he were a Director. If his appointor is for the time being absent from the United Kingdom or temporarily unable to act through ill-health or disability his signature to any resolution in writing of the Directors shall be as effective as a signature of his appointor.
- 41.04 An alternate Director shall be entitled to contract and be interested in and benefit from contracts, transactions or arrangements and to be repaid expenses and to be indemnified to the same extent *mutatis mutandis* as if he were a Director, but he shall not be entitled to receive from the Company in respect of his appointment as alternate Director any remuneration except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct.
- 41.05 Save as otherwise provided in these Articles, an alternate Director shall be deemed for all purposes to be a Director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the Director appointing him.

42. PROCEEDINGS OF DIRECTORS

- 42.01 A Director may, and on request of the Board or any of the Directors the Secretary shall, at any time summon a meeting of the Board.
- 42.02 A notice calling a Board Meeting need not be in writing.
- 42.03 It shall be necessary to give notice of a Board Meeting to any Director (including any alternate Director) for the time being absent from the United Kingdom.
- 42.04 The Board may meet together for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit and determine the quorum necessary for the transaction of business.
- 42.05 Two directors shall be a quorum, at least one of whom must be a director authorised by Storehouse plc to attend board meetings of the Company as its representative.
- 42.06 Questions arising at any meeting shall be decided by a majority of votes provided that no resolution shall be effective unless supported by a director authorised by Storehouse plc to attend board meetings of the Company as its representative.
- 42.07 In case of an equality of votes the Chairman shall have a second or casting vote.
- 42.08 A resolution in writing signed by each directors as would be necessary to form a quorum pursuant to article 42.05 shall be as effective for all purposes as a resolution passed at a meeting of the Board duly convened, held and constituted and may consist of several documents in like form each signed by one or more of each directors but a resolution signed by an alternate director need not also be signed by his appointor and, if it is signed by a director who is appointed as alternate director, it need not be signed by the alternate director in that capacity.

43. CHAIRMAN

- 43.01 The Board may from time to time elect or otherwise appoint Directors to the respective offices of Chairman and Deputy Chairman, may determine the period for which each of them is to hold office and may from time to time remove Directors from such respective offices.
- 43.02 The Chairman or in his absence the Deputy Chairman, shall preside at meetings of the Board, but if no such Chairman or Deputy Chairman be elected or appointed, or if at any meeting the Chairman or Deputy Chairman be not present within five minutes after the time appointed for holding the same, the Directors present shall choose one of their number to be Chairman of such meeting.

44. DELEGATION OF POWERS

44.01 Except as provided in Article 44.02 the Board may delegate to:-

- (a) any committee appointed under Article 44.03; or
- (b) any executive Director (within the scope of Article 39); or
- (c) any committee, local board or agency established under Article 36; or
- (d) the Secretary; or
- (e) any attorney or attorneys appointed under Article 30

such of the powers, authorities or discretions vested in it as the Board thinks fit. Such delegation may include power to sub-delegate and may be annulled or varied by the Board at any time, but no person dealing in good faith and without notice of such annulment or variation shall be affected thereby.

44.02 The following powers of the Board may not be delegated except to a committee of the Board appointed under Article 44.03, namely issuing shares; making calls; declining to register transfers; determining Directors' remuneration; appointing and removing executive Directors (within the scope of Article 39); appointing Directors under Article 22.07; borrowing; recommending and declaring dividends.

44.03 The Board may delegate any of its powers to committees consisting of such member or members of its body as it thinks fit.

44.04 Any committee so formed shall in the exercise of the power so delegated conform to any regulations that may be imposed on it by the Board.

44.05 Any committee shall have power unless the Board directs otherwise to co-opt as a member or members of the committee for any specific purpose any person or persons although not being members of the Board or of the Company provided always that the majority of members of any committee shall be members of the Board.

44.06 A committee may elect a Chairman of its meetings. If no such Chairman is elected, or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the same, the members present may choose one of their number to be Chairman of the meeting.

44.07 A committee may meet and adjourn as its members think fit. Questions arising at any meeting shall be determined by a majority of votes. Provided that no resolution of the committee shall be effective unless a majority of the members of the committee present at the meeting are Directors. In the case of an equality of votes the Chairman shall have a second or casting vote.

44.08 A committee shall only be quorate if a majority of those members present are members of the Board but subject thereto the meetings and proceedings of a committee shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Board, so far as the same are applicable thereto and are not suspended by any regulations imposed by the Board under or by the provisions of Article 44.04.

45. EFFECTS OF DEFECT IN DIRECTOR'S APPOINTMENT

45.01 All acts bona fide done by any meeting of the Board, or of a committee of the Board, or by any person acting as a Director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified or had vacated office or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.

46. MINUTES

46.01 The Board shall cause minutes to be made:-

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

46.02 Any such minutes shall be conclusive evidence of any such proceedings if they purport to be signed by the Chairman of the meeting at which the proceedings were had or by the Chairman of the next succeeding meeting.

47. THE SEAL

47.01 The Board shall provide for the safe custody of the Seal, which shall only be used by the authority of the Board or of a committee of the Board authorised by the Board in that behalf, and every instrument to which the Seal shall be

affixed shall be signed by a Director and shall be countersigned by the Secretary or by a second Director or by some other person appointed by the Board for the purpose. Provided that the Board may either generally or in any particular case or cases resolve (subject to such restrictions as to the manner in which the Seal may be affixed as the Board may determine) that such signatures or any of them may be affixed to certificates for shares or debentures or representing any other form of security by some mechanical means other than autographic to be specified in such resolution or that such certificates need not be signed by any person.

47.02 The Company may have:-

- (a) an official seal kept by virtue of section 40 of the Act; and
- (b) an official seal for use abroad under the provisions of the Statutes where and as the Board shall determine and the Company may by writing under the Seal appoint any agents or agent, committees or committee abroad to be the duly authorised agents of the Company for the purpose of affixing and using such official seal and may impose such restrictions on the use thereof as may be thought fit.

47.03 Wherever in these Articles reference is made to the Seal, the reference shall, when and so far as may be applicable, be deemed to include any of such official seals as aforesaid.

48. THE SECRETARY

48.01 The Secretary shall be appointed by the Board for such term, at such remuneration and on such conditions as it may think fit, and any Secretary so appointed may be removed by the Board.

48.02 Anything by the Statutes or these Articles required or authorised to be done by or to the Secretary, if the office is vacant or there is for any reason no Secretary capable of acting, may be done by or to any assistant or deputy Secretary, or if there is no assistant or deputy Secretary capable of acting, by or to any officer of the Company authorised generally or specially in that behalf by the Board.

48.03 No person shall be appointed to hold office as Secretary who is:-

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

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

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

49. RECORD DATES

49.01 Notwithstanding any other provision of these Articles the Board may fix a date as the record date for any dividend, distribution, allotment or issue and such record date may be on or at any time within six months before or after any date on which such dividend, distribution, allotment or issue is declared, paid or made.

50. DIVIDENDS

50.01 The Company may declare dividends by Ordinary Resolution but no dividend shall exceed the amount recommended by the Board.

50.02 Subject to the provisions of the Statutes the Board may from time to time pay to the members such interim dividends as appear to the Board to be justified by the profits of the Company and in particular (but without prejudice to the generality of the foregoing) if at any time the share capital of the Company is divided into different classes the Board may pay such interim dividends in respect of those shares in the capital of the Company which confer on the holders thereof deferred or non-preferential rights as well as in respect of those shares which confer on the holders thereof preferential rights with regard to dividend. Provided that the Board acts bona fide the Board shall not incur any responsibility to the holders of shares conferring any preference for any damage that they may suffer by reason of the payment of an interim dividend on any shares having deferred or non-preferential rights.

50.03 The Board may also pay half-yearly or at other suitable intervals to be settled by it any dividend which may be payable at a fixed rate if the Board is of the opinion that the profits justify the payment.

50.04 No dividend shall be paid otherwise than out of profits available for distribution in accordance with the Statutes.

50.05 Subject to the provisions of the Statutes (and without limiting the powers conferred by or pursuant to Sections 130 to 134 of the Act), if any interest in the share capital of a company or any business or other property or asset is acquired by the Company as from a past date or

with the benefit of any dividends paid or to be paid in respect of a past period the profits or losses of the assets so acquired as from such date or during such period may at the discretion of the Directors be treated in whole or in part for all purposes as profits or losses of the Company.

- 50.06 No dividend shall bear interest against the Company.
- 50.07 All dividends unclaimed for twelve months after having been declared may be invested or otherwise made use of by the Board for the benefit of the Company until claimed and the Company shall not be constituted a trustee in respect thereof.
- 50.08 All dividends unclaimed for a period of twelve years after having been declared shall be forfeited and shall revert to the Company.
- 50.09 Subject to any rights or restrictions for the time being attached to any particular shares, all dividends shall be declared and paid according to the amounts paid up on the shares in respect whereof the dividend is paid, but no amount paid up on a share in advance of calls shall be treated for the purposes of this Article as paid up on the share.
- 50.10 All dividends shall be apportioned and paid proportionately to the amounts paid up on the shares (otherwise than in advance of calls) during any portion or portions of the period in respect of which the dividend is paid but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.
- 50.11 The Board may deduct from any dividend payable to any member all sums of money (if any) presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.
- 50.12 Any General Meeting declaring a dividend may direct payment of such dividend wholly or partly by the distribution of specific assets and in particular of paid up shares or debentures of any other company or in any one or more of such ways, and the Board shall give effect to such resolution, and where any difficulty arises in regard to such distribution, the Board may settle the same as it thinks expedient, and in particular may issue fractional certificates and fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any members on the footing of the value so fixed in order to adjust the rights of all parties and may vest any such specific assets in trustees as may seem expedient to the Board.

50.13 Any dividend, interest or other moneys payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the Register or to such person and to such address as the holder or joint holders may in writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. Any one of two or more joint holders may give effectual receipts for any dividends or other moneys payable in respect of the shares held by them as joint holders. The Company shall not be responsible for any cheque or warrant lost in transmission.

51. RESERVES

51.01 The Board may, before recommending any dividend (whether preferential or otherwise), set aside out of the profits of the Company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for meeting claims on or liabilities of the Company or contingencies or for paying off any loan capital or for equalising dividends or for any other purpose to which the profits of the Company may be properly applied, and pending such application may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may from time to time think fit, and so that it shall not be necessary to keep any investments constituting the reserve or reserves separate or distinct from any other investments of the Company. The Board may also without placing the same to reserve carry forward any profits which it may think prudent not to divide.

52. CAPITALISATION OF RESERVES

52.01 The Board may with the authority of an Ordinary Resolution of the Company resolve to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the profit and loss account and not required for payment of dividend on any shares with a preferential right to dividend and accordingly that such sum be set free for distribution amongst the members in proportion to the nominal amount of Ordinary Shares held by them respectively, on condition that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on any shares held by such members respectively or paying up in full unissued shares or debentures of the Company to be allotted and distributed credited as fully paid up to and amongst such members in the proportion aforesaid, or partly in the one way and partly in the other, and the Board shall give effect to such resolution Provided that a share premium account and a capital redemption reserve may, for the purposes of this Article, only be applied in the

paying up of unissued shares to be issued to members of the Company as fully paid up shares.

52.02 The Company may further resolve by Ordinary Resolution that any shares allotted pursuant to Article 52.01 to holders of any partly paid Ordinary Shares shall, so long as such Ordinary Shares remain partly paid, rank for dividends only to the extent that such partly paid shares rank for dividends.

52.03 Whenever such a capitalisation as aforesaid shall have been resolved upon the Board shall make all appropriations and applications of the reserves or undivided profits resolved to be capitalised thereby and all allotments and issues of fully paid up shares or debentures, if any, and generally shall do all acts and things required to give effect thereto, with full power to the Board to make such provision by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit in the case of shares or debentures becoming distributable in fractions and also to authorise any person to enter on behalf of all the members entitled thereto into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any shares or debentures to which they may be entitled on such capitalisation and (as the case may require) for the payment up by the Company on their behalf by the application thereto of their respective proportions of the reserves or profits resolved to be capitalised, of the amounts or any part of the amounts remaining unpaid on their existing shares. Any agreement made under such authority shall be effective and binding on all such members.

53 SCRIP DIVIDENDS

53.01 The Board may subject as herein provided and subject to the provisions of the Statutes, decide (at the same time as it resolves to recommend a dividend to be declared by the Company by Ordinary Resolution or to pay an interim dividend) that each member may elect to forgo his right to participate in such dividend ("the Relevant Dividend") (or such part thereof as the Board may determine) and to receive instead an allotment of further shares to the extent and within the limits and on the terms and conditions set out below. The Board shall announce any such decision as aforesaid in conjunction with any announcement of the Relevant Dividend and shall send to the members notices of election as soon as practicable after the number of shares applicable to the election pursuant to Article 53.02 hereof shall be known.

53.02 If the Board decides as aforesaid each member may (by notice in writing to the Company given in such form and within such period as the Board may from time to time determine) elect to forgo (save to the extent provided in Article 53.03 below) the dividend which otherwise would

have been paid on all or so many of his shares as he shall specify in the notice of election and to receive in lieu thereof such number of additional shares to be allotted to him credited as fully paid as is equal to the whole number of shares (ignoring any fraction of an additional share) obtained by dividing the dividend which otherwise would have been paid on the shares in respect of which the election is made (without the associated tax credit and expressed in terms of pence and fractions of a penny) by whichever is the greater of (i) the average of the middle market quotations of the shares as derived from the Daily Official List published by The Stock Exchange for the first five business days on which such quotations are listed "ex dividend" after the day on which the Board's decision to recommend or pay the Relevant Dividend is announced or for such other days as the Company may from time to time by Ordinary Resolution determine (subject to such adjustments, if any, as the Auditors may consider appropriate) and (ii) the nominal value of a share.

- 53.03 Where the shares constitute authorised investments for the purposes of the Trustee Investments Act 1961, the Board shall not, in any event (unless otherwise decided by the Company by Ordinary Resolution) enable shareholders to forgo under the provisions of this Article a nominal amount (being such amount as the Board may decide) of dividend payable on each share in any calendar year.
- 53.04 Following the receipt of a notice or notices of election the Board shall appropriate out of the profits of the Company available for distribution in accordance with the Statutes an amount equal to the aggregate nominal value of the number of shares required to be allotted to members who have given notice of election as aforesaid and shall apply such amount in paying up in full such number of shares.
- 53.05 The shares allotted credited as fully paid as aforesaid shall not be entitled to participate in the dividend then being declared or paid but shall in all other respects rank pari passu with the then existing shares in the capital of the Company.
- 53.06 The Board shall not make any such decision as aforesaid unless the Company has sufficient unissued shares and undistributed profits or reserves to give effect to any elections which could be made as a consequence of such decision.
- 53.07 The Board shall not make any such decision as aforesaid unless the Company by Ordinary Resolution shall approve the exercise by the Board of its power so to do in respect of the dividend in question or in respect of any dividends declared or paid in respect of a specified financial year or period of the Company which dividends include the dividend in question.

- 53.08 The Board shall have power to authorise any person on behalf of the electing shareholders to enter into an agreement with the Company providing for the allotment to them respectively of the shares to which they are entitled in lieu of their rights to the dividend so forgone by them respectively and any agreement made under such authority shall be effective and binding on the members concerned.
- 53.09 The Board may on any occasion determine that rights of election hereunder shall not be made available to shareholders resident in territories where, in the opinion of the Board, compliance with local laws and/or regulations would be unduly onerous.
- 53.10 The Board may do all acts and things considered necessary or expedient to give effect to the issue of any shares in accordance with the provisions of this Article, and shall have full power to make such provisions as it thinks fit for the case of shares becoming distributable in fractions (including provisions whereby, in whole or in part, the benefit of fractional entitlements accrues to the Company rather than to the members concerned).
54. ACCOUNTS
- 54.01 The Board shall cause accounting records to be kept in accordance with sections 221 and 222 of the Act.
- 54.02 The Board shall from time to time determine whether, in any particular case or class of cases, or generally, 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 as authorised by the Board or by Ordinary Resolution of the Company.
- 54.03 The Board shall from time to time, in accordance with the Statutes, cause to be prepared and to be laid before the Company in General Meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in the Statutes. The Board shall in its report state the amount which it recommends to be paid by way of dividend.
- 54.04 Copies of all such documents as are referred to in Article 54.03 and any other documents required by law to be annexed thereto shall not less than twenty-one days before the date of the meeting before which they are to be laid be sent to all the members at their registered address and to all holders of debentures of the Company and to the Auditors as required by and subject to the provisions of the Statutes, and the required number of copies of each of these documents shall at the same time be forwarded to The Stock Exchange Provided that the foregoing shall not require any

copy of such documents to be sent to any person of whose address the Company is not aware or to more than one of the joint holders of any shares or debentures.

55. AUDIT

55.01 The accounts of the Company shall be examined and audited by the Auditors in accordance with the Statutes.

56. AUTHENTICATION OF DOCUMENTS

56.01 Any Director or the Secretary or any person appointed by the Board for the purpose shall have power to authenticate any documents affecting the constitution of the Company and any resolutions passed by the Company or the Board and any books, records, documents and accounts relating to the business of the Company, and to certify copies thereof or extracts therefrom as true copies or extracts and where any books, records, documents or accounts are elsewhere than at the Office the officer of the Company having the custody thereof shall be deemed to be a person appointed by the Board as aforesaid.

56.02 A document purporting to be a copy of a resolution of the Board or an extract from the minutes of a meeting of the Board which is certified as such in accordance with Article 56.01 shall be conclusive evidence in favour of all persons dealing with the Company on the faith thereof that such resolution has been duly passed or, as the case may be, that such extract is a true and accurate record of a duly constituted meeting of the Board.

57. NOTICES

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

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

57.03 Subject as provided in this Article, any member described in the Register as having an address not within the United Kingdom may give to the Company an address within the United Kingdom at which all notices shall be served on him and all notices served at such address shall be deemed to be well served. If such member shall not have so given such an address he shall not be entitled to receive any notices.

57.04 A notice may be given by the Company to the person entitled to any share in consequence of the death, mental disorder

or bankruptcy of a member by sending it through the post in a prepaid letter addressed to him by name or by the title of representative or trustee of such deceased, mentally disordered or bankrupt member, at the last registered address of such member or such other address within the United Kingdom as shall have been supplied by such person.

- 57.05 Any member present, either personally or by proxy, at any General Meeting of the Company shall for all purposes be deemed to have received due notice of such meeting, and, where requisite, of the purposes for which such meeting was convened.
- 57.06 Every person who becomes entitled to a share shall be deemed to have received any notice (other than a notice in accordance with Article 24.11) in respect of that share which, before his name is entered in the Register, has been duly given to a person from whom he derives his title.
- 57.07 Any notice or other document, if served or sent by post shall be deemed to have been served or delivered when the letter containing the same is put into the post, and in proving such service or sending it shall be sufficient to prove that the letter containing the notice or document was properly addressed and put into the post as a prepaid letter.
- 57.08 Any notice required to be given by the Company to the members or any of them, and not otherwise provided for by or pursuant to these Articles, shall be sufficiently given if given by advertisement which shall be inserted once in at least one leading daily newspaper published in London. Any notice given by advertisement shall be deemed to have been served before noon on the day on which the advertisement appears.
- 57.09 If at any time, by reason of the suspension or curtailment of postal services within the United Kingdom, the Company is unable effectively to convene a General Meeting by notice sent through the post, such meeting may be convened as provided under Article 57.08. In any such case the Company shall send condulatory copies of the notice by post if at least fourteen days prior to the meeting the posting of notices to addresses throughout the United Kingdom becomes practicable.
- 57.10 In reckoning the period for any notice given under these Articles the day on which notice is served, or deemed to be served, and the day for which such notice is given, shall be excluded.
- 57.11 The signature on any notice to be given by the Company may be written or printed.

58. WINDING UP

58.01 If the Company shall be wound up the Liquidator may, with the sanction of an Extraordinary Resolution and any other sanction required by the Statutes, divide among the members in specie the whole or any part of the assets of the Company and may, for that purpose, value any assets and determine how the division shall be carried out as between the members or different classes of members and any such division may be otherwise than in accordance with the existing rights of the members, but so that if any division is resolved on otherwise than in accordance with such rights the members shall have the same right of dissent and consequential rights as if such resolution were a Special Resolution passed pursuant to section 562 of the Act. The Liquidator may with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members as he with the like sanction may determine, but no member shall be compelled to accept any assets upon which there is a liability.

58.02 A Special Resolution sanctioning a transfer or sale to another company duly passed pursuant to the said section may in the like manner authorize the distribution of any shares or other consideration receivable by the Liquidator amongst the members otherwise than in accordance with their existing rights and any such determination shall be binding on all the members, subject to the right of dissent and consequential rights conferred by the said section.

59. INDemnITY

59.01 Every Director or other officer (including the Auditors) 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 of the Act) which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, and no Director or other officer (including the Auditors) 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 310.

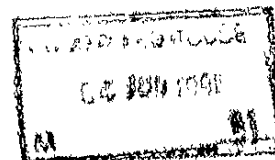
Company No 1416572

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
SPECIAL RESOLUTIONS
OF
BLAZER PLC

Passed on May 21, 1991

At an extraordinary general meeting of Blazer plc held on May 21, 1991 at 28-32 Brunel Road, London, W3 7XR the following resolutions were proposed and passed as SPECIAL RESOLUTIONS:-

1. "That the existing 1,000,000 shares of £1 each in the capital of the company shall henceforth be designated as ordinary shares."
2. (i) That the authorised share capital of the company be increased to £5,500,000 by the creation of 4,500,000 redeemable shares of £1 each, and that such new redeemable shares shall have attached thereto the respective rights and privileges and be subject to the respective restrictions and provisions as set forth as Article 5 of the company's articles of association to be adopted pursuant to Special Resolution number 3
(ii) That (a) in accordance with section 80 of the Companies Act 1985 the directors of the company be and they are hereby authorised to allot a maximum of 4,500,000 redeemable shares of £1 each to such persons and on such terms and in such manner as they may think proper;
(b) such authority shall expire at the end of five years from the passing of this resolution
(c) section 89(1) of the Companies Act 1985 shall not apply to the allotment of the said redeemable shares;



3. "That the articles of association of the company be altered by the deletion of Article no. 5, to be replaced by the following new article as:-

"SHARE CAPITAL

5.01 The authorised share capital of the company at 21st May, 1991 is £5,500,000 divided into 4,500,000 redeemable shares of £1 each (the 'red' shares) and 1,000,000 ordinary shares of £1 each (the 'ord' shares).

The rights attaching to the said respective classes of shares shall be as follows:-

(A) As regards income:-

(1) all fully paid issued shares in the company shall rank pari passu for all purposes in respect of the profits which the company may determine to distribute in respect of any financial year, ("the dividend payment")

(B) As regards capital:-

On return of assets on liquidation, reduction of capital or otherwise, the surplus assets of the company remaining after payment of its liabilities shall be applied:-

(1) first, in paying to the holders of the Red shares an amount per share equal to the amount paid up and

(2) subject thereto, the balance of such assets shall belong to and be distributed amongst the holders of the Ord shares in proportion to the amounts paid up or credited as paid up on the Ord shares held by them.

(C) As regards redemption:-

The Red shares shall be issued as redeemable ordinary shares and, subject to the provisions of section 159 of the Companies Act, 1985, redemption of such redeemable ordinary shares shall be effected in the manner and on the terms following:-

(1) at any time after the allotment of any such share (provided that the same is fully paid) the company may give notice to the registered holder thereof of its intention to redeem the same at par. Such notice shall be in writing and shall fix the time (not being less than one month from the date of such notice) and place for such redemption. At the time and place so fixed the registered holder of such shares shall be bound to deliver up to the company the certificate thereof for cancellation, and thereupon the company shall pay to him the redemption monies payable in respect of such share.


continued ...

(2) at any time after the allotment of any such share (provided that the same is fully paid) the registered holder may give notice to the company thereof of its intention to redeem the same at par. Such notice shall be in writing and shall fix the time (not being less than one month from the date of such notice) and place for such redemption. At the time and place so fixed the registered holder of such shares shall be bound to deliver up to the company the certificate thereof for cancellation, and thereupon the company shall pay to him the redemption monies payable in respect of such share.

(3) the notice as provided in sub-clauses (1) and (2) hereof may be extended or reduced given the written and signed agreement of both the registered holder and the company.

(D) As regards votes:-

The 'Red' shares and 'Ord' shares shall intitle the holders thereof to voting rights exercisable in accordance with the provisions of these articles."


.....
Director

G

COMPANIES FORM No. 123

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

Pursuant to section 123 of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number

--	--	--	--	--	--

1416572

* Insert full name
of company

Name of company

BLAZER PLC

gives notice in accordance with section 123 of the above Act that by resolution of the company
dated May 21, 1991 the nominal capital of the company has been
increased by £ 4,500,000 beyond the registered capital of £ 1,000,000

A copy of the resolution authorising the increase is attached

§ the copy must be
printed on or in some
other form approved
by the registrarThe 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 newly created 4,500,000 redeemable shares of £1 each have
been issued with the conditions as attached hereto as rider 1

Blazer
Blazer
Blazer
Blazer
Blazer
Blazer
Blazer
Blazer
Blazer
BlazerPlease tick here if
continued overleaf

Signed

Designation

Date

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

Amila Mills
Gloucestershire plc
The Walnut Building
196 Tottenham Court Road
London
W1P 0UB

For official use
Company's Seal

Post code

COMPANIES HOUSE

04 JUN 1991

5 SHARE CAPITAL

5.01 The authorised share capital of the company at 21st May, 1991 is £5,500,000 divided into 4,500,000 redeemable shares of £1 each (the 'red' shares) and 1,000,000 ordinary shares of £1 each (the 'ord' shares).

The rights attaching to the said respective classes of shares shall be as follows:-

(A) As regards income:-

(i) all fully paid issued shares in the company shall rank *pari passu* for all purposes in respect of the profits which the company may determine to distribute in respect of any financial year, ("the dividend payment")

(B) As regards capital:-

On return of assets on liquidation, reduction of capital or otherwise, the surplus assets of the company remaining after payment of its liabilities shall be applied:-

(1) first, in paying to the holders of the Red shares an amount per share equal to the amount paid up and

(2) subject thereto, the balance of such assets shall belong to and be distributed amongst the holders of the Ord shares in proportion to the amounts paid up or credited as paid up on the Ord shares held by them.

(C) As regards redemption:-

The Red shares shall be issued as redeemable ordinary shares and, subject to the provisions of section 159 of the Companies Act, 1985, redemption of such redeemable ordinary shares shall be effected in the manner and on the terms following:-

(1) at any time after the allotment of any such share (provided that the same is fully paid) the company may give notice to the registered holder thereof of its intention to redeem the same at par. Such notice shall be in writing and shall fix the time (not being less than one month from the date of such notice) and place for such redemption. At the time and place so fixed the registered holder of such shares shall be bound to deliver up to the company the certificate thereof for cancellation, and thereupon the company shall pay to him the redemption monies payable in respect of such share.

continued ...

(2) at any time after the allotment of any such share (provided that the same is fully paid) the registered holder may give notice to the company thereof of its intention to redeem the same at par. Such notice shall be in writing and shall fix the time (not being less than one month from the date of such notice) and place for such redemption. At the time and place so fixed the registered holder of such shares shall be bound to deliver up to the company the certificate thereof for cancellation, and thereupon the company shall pay to him the redemption monies payable in respect of such share.

(3) the notice as provided in sub-clauses (1) and (2) hereof may be extended or reduced given the written and signed agreement of both the registered holder and the company.

(D) As regards votes:-

The 'Red' shares and 'Ord' shares shall intitle the holders thereof to voting rights exercisable in accordance with the provisions of these articles.

G

COMPANIES FORM No. 122

122

**Notice of consolidation, division,
sub-division, redemption or
cancellation of shares, or conversion,
re-conversion of stock into shares**

Please do not
write in
this margin

Pursuant to section 122 of the Companies Act 1965

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

To the Registrar of Companies

For official use

Company number

[] [] [] []

1416572

Name of company

BLAZER PLC

* Insert full name
of company

gives notice that: 21.11.90

"That the existing 1,000,000 shares of £1 cash in the
capital of the Company shall henceforth be designated
as ordinary shares."

NOTE
This form
must be
completed
and filed
with the
Registrar
of Companies
within 15
days of
the date
of the
resolution
passed.

Signed

Designated

Date

JORDEN
Solicitors

Director's name and address and
reference (if any)

Anita Mills
Storehouse plc
The Royal's Building
196 Tottenham Court Rd
London
W1P 9LD

For official use
(to be filled in)

Received

COMPANIES HOUSE

04 JUN 1991

M

P