

THE COMPANIES ACTS 1948 TO 1981

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*COMPANY LIMITED BY SHARES*

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**MEMORANDUM**

(as altered by Special Resolution passed 11th October, 1982)

AND

**ARTICLES OF ASSOCIATION**

(as adopted by Special Resolution passed 29th November, 1982)

OF

PORVAIR LIMITED

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Incorporated the 3rd day of September, 1982



TRAVERS SMITH, BRAITHWAITE & CO.,  
6 SNOW HILL, LONDON EC1A 2AL.



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

No. 1661935

I hereby certify that

ALNERY NO. 152 LIMITED

is this day incorporated under the Companies Acts 1948 to 1981 as  
a private company and that the Company is limited.

Given under my hand at Cardiff the 3RD SEPTEMBER 1982

A handwritten signature in black ink, appearing to be 'R. J. Jones', written over a horizontal line.

Assistant Registrar of Companies



**CERTIFICATE OF INCORPORATION  
ON CHANGE OF NAME**

**No. 1661935**

**I hereby certify that**

**ALNERY NO. 152 LIMITED**

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

**PORVAIR LIMITED**

**Given under my hand at Cardiff the 30TH NOVEMBER 1982**

**Assistant Registrar of Companies**

THE COMPANIES ACTS 1948 to 1981

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COMPANY LIMITED BY SHARES

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MEMORANDUM OF ASSOCIATION  
(As altered by Special Resolution passed 11th  
October, 1982)

- of -

PORVAIR LIMITED

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1. The name of the Company is "PORVAIR LIMITED".\*
2. The Registered Office of the Company will be situate in England.
3. The objects for which the Company is established are:-
  - (1) (a) To carry out research and development in the production or application of plastic products including products characterised by porosity and permeability;
  - (b) To manufacture plastic products including products characterised by porosity and permeability and to sell such products for any purpose;
  - (c) To apply plastics to other products of all kinds not made or wholly made of plastic and whether such other products are manufactured by the Company or not and to produce composite products for sale;
  - (d) To carry on business as manufacturing chemists and chemical engineers and to buy make and sell all kinds of chemical substances and to carry on the businesses of chemists druggists drysalters oil and colour men importers and manufacturers of and dealers in pharmaceutical medicinal chemical industrial and other preparations and articles compounds cements oils paints pigments and varnishes drugs dyeware paint and colour grinders makers of and dealers in proprietary articles of all kinds and of electrical chemical photographic surgical and scientific apparatus and materials.

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\* Name changed from "Alnery No. 152 Limited" on 30th November, 1982.

- (2) To buy, sell, import, export, manipulate and deal in wholesale or retail plant, machinery, implements, provisions, merchandise and raw materials and commodities of all kinds, including coal and its products, coke, patent fuel, oil and its products, feeding stuffs, salt, grain, timber, live and dead stock, meat, molasses and produce, and things capable of being used or conveniently dealt in by the Company in connection with any of its objects.
- (3) To carry on all or any of the businesses of charterer, agent, including agent or representative for shipping and cable companies, loading broker, shipbroker, insurance, passenger and general broker, manager of shipping and other property, ship's husband, stores dealer, ship owner, shipper, tug owner, saloon, freight and postal and general contractor, chartering agent, general merchant, exporter and importer of goods and merchandise, and carrier by land, sea or air, wherry and barge owner, ship's chandler, lighterman, carter, carrier, forwarding agent, tourist and general agent, agent for delivery of parcels, warehouseman, wharfinger, stevedore, master porter and trader, oil merchant, shipper or refiner and any other business commonly or conveniently carried on therewith, including the purchase of any goods for the purpose of furnishing cargoes or freights.
- (4) To make, build, erect, lay out, equip, construct, maintain, alter, use, manage, pull down, repair, improve and work in any parts of the world, dwellinghouses, flats, offices, shops, factories, mills, roads, railways, tramways, telegraph lines, telephones, electric light and power works, canals, reservoirs, waterworks, wells, aqueducts, watercourses, furnaces, gasworks, piers, wharves, docks, quarries, mines, saw and other mills, warehouses, steam and other ships, and other works, buildings and conveniences of all kinds which may be deemed expedient for the purposes of the Company and to pay or contribute to the payment of cost of making, building, maintaining, using and working the same.
- (5) To purchase with a view to closing or reselling in whole or in part any business or properties which may seem or be deemed likely to injure by competition or otherwise and business or branch of business which the Company is authorised to carry on. and to close, abandon, and give up any works or businesses at any time acquired by the Company.
- (6) To take out purchase or otherwise acquire for any estate or interest any property, assets or any concessions, licences, grants, patents, trade marks or other exclusive or non-exclusive rights of any

kind which may appear to be necessary or convenient for any business of the Company, and to develop and turn to account and deal with the same in such manner as may be thought expedient and to make experiments and tests and carry on all kinds of research work.

- (7) To acquire and hold bonds, debentures, debenture stock, notes, obligations, scrip, shares or stock issued or guaranteed by any company constituted or carrying on business in any part of the world, and funds, loans, obligations or securities of or issued or guaranteed by any government, state or dominion, public body or authority, supreme, municipal, local or otherwise whether at home or abroad and to co-ordinate the administration of any group or groups of two or more companies.
- (8) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the above, or which it may be advisable to undertake with a view to developing, rendering valuable, prospecting or turning to account, any property real or personal, belonging to the Company, or in which the Company may be interested.
- (9) To sell, let, lease, grant licences, easements and other rights, over and in any other manner dispose of or deal with the whole or any part of the undertaking, property, assets, rights, effects and businesses of the Company for such consideration as may be thought fit and in particular for a rent or rents or stocks, shares, debentures, debenture stock or other obligations of any other company.
- (10) To acquire and undertake on any terms and subject to any conditions, the whole or any part of the business, property and liabilities of any person or company carrying on any business which the Company is authorised to carry on, or possessed of property suitable for the purposes of the Company.
- (11) To amalgamate with or enter into partnership or any joint purse or profit-sharing arrangement with or to co-operate in any way with, or assist or subsidise, any company, firm or person carrying on, or proposing to carry on, any business within the objects of the Company.
- (12) To carry on any business or branch of a business which this Company is authorised to carry on by means, or through the agency of, any subsidiary company or companies, and to enter into any arrangement with any such subsidiary company for taking the profits and bearing the losses of any business or branch so carried on, or for financing any such subsidiary company or guaranteeing its

liabilities, and to make any other arrangement which may seem desirable with reference to any business or branch so carried on including power at any time, and either temporarily or permanently, to close any such branch or business.

- (13) To act as Directors or Managers of or to appoint Directors or Managers of any subsidiary company or of any other company in which this Company is or may be interested.
- (14) To take part in the management, supervision and control of the business or operations of any company or undertaking and for that purpose to appoint and remunerate any Directors, trustees, accountants or other experts or agents.
- (15) To promote or concur in the promotion of any company, whether British or foreign, the promotion of which shall be considered desirable.
- (16) To give all descriptions of guarantees and indemnities.
- (17) To borrow and raise money in any manner and on any terms.
- (18) For any purpose and in any manner and from time to time to mortgage or charge the whole or any part of the undertaking, property and rights (including property and rights to be subsequently acquired) of the Company, and any money uncalled and any shares of the Capital, original or increased, of the Company and whether at the time issued or created or not and to create, issue, make and give debentures, debenture stock, bonds or other obligations, perpetual or otherwise, with or without any mortgage or charge on all or any part of such undertaking, property, rights and uncalled money.
- (19) To make, draw, accept, endorse, discount, negotiate, execute and issue and to buy, sell and deal in promissory notes, bills of exchange, cheques, bills of lading, shipping documents, dock and warehouse warrants, and other instruments negotiable or transferable or otherwise.
- (20) To lend money with or without security and to subsidise, assist and guarantee the payment of money by or the performance of any contract, engagement or obligation by any persons or companies.
- (21) To grant pensions or gratuities to any past or present director, officer or employee of the Company or of any subsidiary company of the Company or of any subsidiary company of any such subsidiary company or of the predecessors in business of the Company or of

any such subsidiary or such sub-subsidiary company or the relations, connections, or dependants of any such persons and to establish or support associations, institutions, clubs, fundo, and trusts which may be considered calculated to benefit any such persons or otherwise advance the interests of the Company or of its members, and to establish and contribute to any scheme for the purchase by trustees of shares in the Company to be held for the benefit of the Company's employees and to lend money to the Company's employees to enable them to purchase shares in the Company and to contribute to any public, general or useful object.

- (22) To pay all preliminary expenses of the Company and any company promoted by the Company or any company in which this Company is or may contemplate being interested, including in such preliminary expenses all or any part of the costs and expenses of owners of any business or property acquired by the Company.
- (23) To insure with any other company or person against losses, damages, risks and liabilities of all kinds, which may affect the Company.
- (24) To enter into any arrangements with any Government or authority, imperial, supreme, municipal, local or otherwise, or company that may seem conducive to the Company's objects or any of them and to obtain from any such Government authority or company any charters, contracts, decrees, rights, grants, loans, privileges, or concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply with the same.
- (25) To take all necessary or proper steps in Parliament or with the authorities, national, local, municipal or otherwise, of any place in which the Company may have interests, and to carry on any negotiations or operations for the purpose of directly or indirectly carrying out the objects of the Company or effecting any modification in the constitution of the Company or furthering the interests of its members, and to oppose any such steps taken by any other company firm or person which may be considered likely directly or indirectly to prejudice the interests of the Company or its members.
- (26) To do anything by this Memorandum of Association authorised in any part of the world and as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents or otherwise, and either alone, or in conjunction with others.
- (27) To distribute among the members of the Company in specie any property of the Company.



- (28) To do all such other things as may be considered to be incidental or conducive to the attainment of the above objects or any of them.

And it is hereby declared (a) that the word "company" in this Clause, except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether corporate or unincorporate and whether domiciled in the United Kingdom or elsewhere, and (b) that, except where the context expressly so requires, none of the several paragraphs of this Clause, or the objects therein specified, or the powers thereby conferred shall be limited by, or be deemed merely subsidiary or auxiliary to any other paragraph of this Clause, or the objects in such other paragraph specified or the powers thereby conferred.

4. The liability of the Members is limited.

\*5. The Share Capital of the Company is £570,000 divided into 320,000 11 per cent. Redeemable Cumulative Preference shares of £1 each, 100,000 8.8 per cent. Convertible Redeemable Cumulative Preference shares of £1 each and 3,000,000 Ordinary shares of 5p each.

\* The Share Capital of the Company on incorporation was £100 divided into 100 shares of £1 each. By Ordinary Resolution passed 11th October, 1982 the capital was increased to £150,000 by the creation of an additional 149,900 Ordinary shares of £1 each. By Special Resolution passed 29th November, 1982 the capital was reconstituted by subdividing each of the Ordinary shares of £1 each into 20 Ordinary shares of 5p each and by increasing the capital by the creation of the Preference shares referred to above.

By Ordinary Resolution passed 26th March, 1986 the capital was increased by £30,000 by the creation of an additional 600,000 Ordinary shares of 5p each. The Share Capital of the Company is £600,00 divided into 320,000 11 per cent. Redeemable Cumulative Preference shares of £1 each and 3,600,000 Ordinary shares of 5p each and 100,000 8.8 per cent. Convertible Redeemable Preference shares of £1 each.

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

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NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	Number of Shares taken by each Subscriber
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P.G. MAY,  
Bell Rope,  
Barley Road,  
Great Chishill,  
Nr. Royston,  
Herts.

ONE

Solicitors' Manager

E.G. ROUSE,  
67 Wendover Way,  
Welling,  
Kent.

ONE

Solicitors' Manager

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DATED this 6th day of August, 1982.

WITNESS to the above Signatures:-

B.R. BLOOM,  
16 Oliver Road  
Shenfield,  
Essex.

Solicitors' Manager

THE COMPANIES ACTS 1948 to 1981

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COMPANY LIMITED BY SHARES

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NEW  
ARTICLES OF ASSOCIATION  
(As adopted by Special Resolution passed 29th  
November, 1982)

- of -

PORVAIR LIMITED\*

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PRELIMINARY

1. The Regulations contained in Part I of Table A in the First Schedule to the Companies Act, 1948 (such Table being hereinafter referred to as "Table A") as modified by the Companies Acts 1948 to 1981 shall apply to the Company save in so far as they are excluded or varied hereby: that is to say, Clauses 11, 24, 62, 75, 77, 79, 89 to 92 (inclusive), 94, 114 to 117 (inclusive) and 128 in Part I of Table A shall not apply to the Company; and in addition to the remaining Clauses in Part I of Table A, as varied hereby, the following shall be the Regulations of the Company.

2. The Company is a private company and accordingly no offer shall be made to the public (whether for cash or otherwise) of any shares in or debentures of the Company and no allotment or agreement to allot (whether for cash or otherwise) shall be made of any shares in or debentures of the Company with a view to all or any of those shares or debentures being offered for sale to the public.

SHARE CAPITAL

3.\*\* The share capital of the Company at the date of the adoption of this Article is £570,000 divided into 320,000 11 per cent. Redeemable Cumulative Preference Shares of £1 each ("the 11 per cent. Preference Shares") 100,000 8.8 per cent Convertible Redeemable Cumulative Preference Shares of £1 each ("the 8.8 per cent Preference Shares") and 3,000,000 Ordinary Shares of 5p each ("the Ordinary Shares"). The rights, as regards participation in the profits and assets of the Company and as to conversion, redemption and voting, attaching to these shares shall be as follows:-

(A) AS REGARDS INCOME

The profits which the Company may determine to

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\* Name changed from "Alnery No. 152 Limited" on 30th November, 1982.

\*\* By ordinary resolution passed 26th March 1986 the Capital was increased by £30,000 by the creation of an additional 600,000 Ordinary shares of 5p each. The share capital is therefore £600,000.

distribute in respect of any financial year of the Company shall be applied first in or towards paying to the holders of the 11 per cent Preference Shares and the 8.8 per cent Preference Shares fixed cumulative preferential cash dividends for such year at the rate of 11 per cent per annum (exclusive of the associated tax credit) in the case of the 11 per cent Preference Shares and 8.8 per cent per annum (exclusive of the associated tax credit) in the case of the 8.8 per cent Preference Shares accruing in each case from the date of issue thereof on the capital paid up on each share (hereinafter in these Articles called the "fixed dividend") such dividend to be payable half-yearly in arrears on the 31st day of May and the 30th day of November in each year (hereinafter referred to as "payment dates"), except that the first such payment shall be made on 30th November 1983 in respect of the period from the date of issue to such date, and to be distributed amongst the holders of the 11 per cent Preference Shares and the 8.8 per cent Preference Shares according to the amounts paid up or credited as paid up on the 11 per cent Preference Shares and 8.8 per cent Preference Shares held by them respectively and secondly any balance of such profits shall, subject to any special rights which may be attached to any class of shares hereafter issued, be paid to the holders of the Ordinary Shares according to the amounts paid up or credited as paid up on the Ordinary Shares held by them respectively.

(B) AS REGARDS CAPITAL

On a return of assets on liquidation or otherwise (save on a redemption of redeemable Preference Shares) the surplus assets of the Company remaining after the payment of its liabilities shall be applied first in or towards paying to the holders of the 11 per cent Preference Shares a sum equal to the capital paid up on each such share together with a sum equal to any arrears, deficiency or accruals of the fixed dividend thereon to be calculated down to the date of the return of capital and to be payable irrespective of whether such dividend has been declared or earned or not and secondly any balance of such surplus assets shall, subject to any special rights which may be attached to any class of shares hereafter issued, belong to and be distributed amongst the holders of the Ordinary Shares according to the amounts paid up or credited as fully paid up on the Ordinary Shares held by them respectively.

(C) AS REGARDS REDEMPTION

- (i) The Company may at any time and from time to time between 1st January 1991 and 31st

December 1992 (both dates inclusive) out of any profits or moneys of the Company which may lawfully be applied for that purpose redeem at par (together with any arrears or accruals of dividend) the 11 per cent. Preference Shares together with eighty per cent in nominal value of the 8.8 per cent. Preference Shares held by each holder of such shares provided in each case that the same have been fully paid up and the Company shall give not less than fourteen days previous notice in writing to each holder for that purpose and if the Company shall redeem some only of the 11 per cent. Preference Shares or 8.8 per cent Preference Shares it shall procure that (a) there are redeemed out of the holding of each 11 per cent. Preference Shareholder or 8.8 per cent Preference Shareholder (as the case may be) that proportion of the total number of 11 per cent. Preference Shares or 8.8 per cent Preference Shares (as the case may be) redeemed which his holding of such shares bears to the total number of 11 per cent Preference Shares or 8.8 per cent Preference Shares (as the case may be) in issue and (b) where part of the shares comprising one of those classes of Preference Shares is redeemed there shall be redeemed simultaneously therewith a proportion of those Preference Shares of the other class which are redeemable under this paragraph equal to the proportion which the number of shares being redeemed of the first-mentioned class bears to the total number of shares of that class which are redeemable hereunder.

- (ii) Unless all of the 11 per cent Preference Shares and eighty per cent in nominal value of the 8.8 per cent Preference Shares have been redeemed in the manner set out above the Company shall on 31st December 1992 or so soon thereafter as the Company shall be able to comply with the statutory provisions for the time being affecting the redemption of redeemable preference shares redeem all of the 11 per cent. Preference Shares and eighty per cent in nominal value of the 8.8 per cent Preference Shares held by each holder of such shares at par together with all arrears or accruals of the fixed dividend thereon calculated down to the date of redemption.
- (iii) Each notice under paragraphs (i) and (ii) above shall state the date and place of redemption and at the expiration of such notice the amount payable on redemption of such shares in respect of which notice shall have been given shall be paid against delivery to the Company of the

certificates therefor

- (iv) The dividend on any share becoming liable to redemption hereunder under the foregoing provisions shall cease to accrue as from the due date for redemption thereof unless upon the holder demanding on or after the date and at the place fixed for redemption payment of the redemption moneys payable in respect thereof and tendering the certificate for such shares payment of the redemption moneys shall be refused
- (v) The Company shall not be entitled to re-issue any shares redeemed under any of the foregoing provisions and such shares shall be cancelled

(D) AS REGARDS CONVERSION

- (i) Each of the holders of the 8.8 per cent Preference Shares shall be entitled at any time or times within a period of one month from the date of the publication of the audited accounts of the Company for any accounting reference period to convert up to twenty per cent in aggregate in nominal value of his holding of such shares into Ordinary Shares together with (but not otherwise) a percentage (being four times the percentage being converted into Ordinary Shares) in nominal value of his holding of such shares into 11 per cent Preference Shares at the rate of £1 nominal of Ordinary or Preference Share capital (as the case may be) for each £1 nominal of 8.8 per cent. Preference Share capital
- (ii) Such conversion shall be effected upon notice in writing given to the Company signed by the holder exercising his right of such conversion and shall (subject as provided below) take effect as from the date of giving of such notice (hereinafter called a "Date of Conversion").
- (iii) If the Company shall give a notice under sub-paragraph C (i) or (ii) of this Article redeeming 80 per cent in nominal value of the 8.8 per cent. Preference Shares of each holder thereof (or such lesser percentage as will result in an aggregate of 80 per cent in nominal value of such shares having been redeemed hereunder) such notice shall be deemed to constitute a notice of conversion of the remaining 20 per cent of such shares into Ordinary Shares to which conversion the provisions of this paragraph (D) shall mutatis mutandis apply except that the conversion shall become effective on the date fixed for

redemption of the said 80 per cent.

- (iv) Upon an order being made or a resolution being passed for the winding up of the Company or upon an order being made for the reduction of the issued share capital of the Company involving a return of assets, all the holders of the 8.8 per cent Preference Shares shall be deemed thereupon to have given notice to the Company pursuant to sub-paragraph (ii) above and the provisions of this paragraph (D) shall apply accordingly (*mutatis mutandis*).
- (v) If a successful application is made on behalf of the Company to a recognised stock exchange (as defined by Section 26(1) of the Prevention of Fraud (Investments) Act 1958) for listing of, or to The Stock Exchange for permission to deal in the Unlisted Securities Market in respect of the whole of the issued share capital of the Company, the Directors shall by notice in writing given to each holder of 8.8 per cent. Preference Shares require the holders of the same forthwith to exercise their rights of conversion in respect of all such shares into Ordinary Shares and 11 per cent. Preference Shares and whether or not such rights are so exercised all such shares shall be deemed to be so converted on the date specified in the said notice, not being less than 14 days after the date of giving of such notice, and the provisions of this paragraph (D) shall apply accordingly (*mutatis mutandis*).
- (vi) Forthwith after a Date of Conversion the holders of the Ordinary Shares and 11 per cent. Preference Shares resulting from conversion shall send to the Company the certificates in respect of their holdings of 8.8 per cent Preference Shares and the Company shall issue to such holders respectively certificates for the Ordinary Shares and 11 per cent. Preference Shares resulting from the conversion
- (vii) The fixed dividend payable on the 8.8 per cent Preference Shares converted at any Date of Conversion shall cease to be payable with effect from the payment date last preceding the relevant Date of Conversion
- (viii) The Ordinary Shares resulting from the conversion shall rank *pari passu* in all respects with the remaining Ordinary Shares in the capital of the Company provided that the Ordinary Shares so resulting shall only be entitled to all dividends and other distributions declared or made by the Company after (or by reference to a record date after)

the relevant Date of Conversion and the 11 per cent Preference Shares so resulting shall rank for dividend from the payment date last preceding the relevant Date of Conversion as if they had been 11 per cent. Preference Shares in issue on such payment date

(ix) If the Company shall at any time after the date hereof but so long as there are in issue any 8.8. per cent Preference Shares issue any Ordinary Shares by way of capitalisation of profits, share premium account or reserves then upon each capitalisation issue the holders of the 8.8 per cent. Preference Shares shall be entitled to the issue to them of that number of Ordinary Shares to which they would have been entitled if, immediately prior to such issue, their holdings of 8.8 per cent. Preference Shares had been converted into Ordinary Shares and 11 per cent. Preference Shares under the provisions of this paragraph (D) of this Article.

(x) If the Company shall at any time after the date hereof but so long as there are in issue any 8.8 per cent Preference Shares make an offer or invitation to all the holders of Ordinary Shares to subscribe new Ordinary Shares the Company shall extend the same on like terms to the holders of the 8.8 per cent. Preference Shares as if immediately prior to the offer or invitation being made their holdings of 8.8 per cent. Preference Shares had been converted into Ordinary Shares and 11 per cent. Preference Shares under the provisions of this paragraph (D) of this Article.

(E) AS REGARDS VOTING

(i) The 11 per cent. Preference Shares shall not entitle the holders thereof to receive notice of or to attend or vote at any General Meeting except

(a) on any resolution varying the class rights attaching to the 11 per cent. Preference Shares;

(b) where the Company having given notice of redemption of the 11 per cent. Preference Shares shall have failed (and shall still be in default at the time of the meeting) duly to redeem the said shares in accordance with the provisions hereinbefore contained;

(c) when the fixed dividend on the 11 per cent. Preference Shares is more than one



month in arrear (irrespective of whether or not such dividend has been declared or earned and whether or not payment of such dividend would be lawful); or

- (d) on any resolution for the winding up of the Company.
- (ii) The 8.8 per cent. Preference Shares shall entitle the holders thereof to receive notice of and to attend at any General Meeting but shall only entitle them to vote as if they had converted all their 8.8 per cent. Preference Shares under paragraph (D) hereof except that they shall be entitled to exercise votes in full in accordance with sub-paragraph (iii) of this paragraph
  - (a) on any resolution varying the class rights attaching to the 8.8 per cent. Preference Shares;
  - (b) where the Company having given notice of redemption of eighty per cent in nominal value of the 8.8 per cent Preference Shares shall have failed (and shall still be in default at the time of the meeting) duly to redeem the said shares in accordance with the provisions hereinafter contained;
  - (c) when the fixed dividend on the 8.8 per cent. Preference Shares is more than one month in arrear (irrespective of whether or not such dividend has been declared or earned and whether or not payment of such dividend would be lawful); or
  - (d) on any resolution for the winding up of the Company.
- (iii) Subject as aforesaid on a show of hands every member present in person shall have one vote and on a poll every member shall have one vote for each 5p nominal of share capital of which he is the holder.
- (F) Whenever the capital of the Company is divided into different classes of shares the special rights attached to any class may be varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding up, with the consent in writing of the holders of eighty per cent of the issued shares of that class, or with the sanction of a Resolution passed at a separate meeting of the holders of the shares of that class by a majority of not less than eighty per cent of such of

those holders as, being entitled so to do, vote in person or by proxy thereat, (reference being had to the number of votes validly cast for and against the resolution in computing such majority), but not otherwise. To every such separate meeting all the provisions of these Articles relating to General Meetings of the Company or to the proceedings thereat shall, mutatis mutandis, apply, except that the necessary quorum shall be two persons holding or representing by proxy at least one third in nominal value of the issued shares of the class (but so that at any adjourned meeting of such holders a quorum shall be one person holding shares of the class in question or his proxy), and that the holders of shares of the class shall, on a poll, have one vote in respect of every share of the class held by them respectively. Provided that, without prejudice to the generality of this Article, the special rights attached to the 11 per cent. Preference Shares and the special rights attached to the 8.8 per cent. Preference Shares shall each be deemed to be varied:-

- (i) by any amendment to this Article 3 or Article 4 hereof;
- (ii) by any alteration of the provisions of these Articles relating to the transfer or transmission of shares; or
- (iii) by the issue of any further shares ranking *pari passu* with or ahead of the 11 per cent. Preference Shares or the 8.8 Preference Shares

#### SHARES

4. (A) Except as may be otherwise agreed in writing by the holders of not less than eighty per cent. in nominal value of the shares of the class concerned or with the sanction of a Resolution passed at a separate general meeting of the holders of the shares of the relevant class by a majority of not less than eighty per cent of such of those holders as being entitled to do, vote in person or by proxy thereat (reference being had to the number of votes validly cast for and against the resolution in computing such majority), and save as provided in sub-paragraph (D) of Article 3 hereof the unissued shares of the Company of any class (whether forming part of the original or any increased capital) shall, before issue, be offered either at par or at a premium to those members registered as at the date of the offer as holders of shares of the same class as the shares being offered upon terms that the shares shall be allotted to such members accepting the offer in the proportions (as nearly as may be and without increasing the number allotted to any member beyond the number applied for by him) that their existing holdings of shares in the Company of the relevant

class bear to each other. The offer shall be made by notice specifying the number of shares offered and whether at par or at a premium, and, if at a premium, the amount of such premium, and limiting a time (being not less than twenty-one days from the date of dispatch of the offer) within which the offer, if not accepted, will be deemed to have been declined, and after the expiration of that time, or on the receipt of an intimation from any member to whom the offer shall have been made that the offer or all or part of the shares so offered is declined, the Directors may thereafter subject to the provisions of Section 14 of the Companies Act 1980 dispose of those shares which shall not have been accepted provided that no such shares may be disposed of at a lower price than that at which they were offered to members.

In the case of an issue of a share of a class other than a class already in issue the Ordinary Shares shall be deemed for the purposes of this paragraph (A) to be shares of the same class as those being issued and the provisions of this paragraph shall be construed accordingly.

(B) Section 17(1) of the Companies Act 1980 shall not apply to any allotment of shares in the Company.

#### LIEN

5. The Company shall have a first and paramount lien on every share (whether or not it is a fully paid share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share and the Company shall also have a first and paramount lien on all shares (whether fully paid or not) standing registered in the name of any member whether solely or as one of two or more joint holders for all moneys presently payable by him or his estate to the Company; but the Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien on a share shall extend to all dividends payable thereon.

#### TRANSFER OF SHARES

6. The Directors may in their absolute discretion and without assigning any reason therefor decline to register any transfer of shares not being fully paid shares to a person of whom they shall not approve, and they may also decline to register any transfer of shares (whether fully paid or not) where the Company has a lien on such shares.

7. (A) Subject to the provisions of Article 6 a member (or person entitled to a share in consequence of the death or bankruptcy or liquidation of a member) may at any time transfer any of the shares registered in the name of such member:-

- (i) to any person with the consent in writing of all other members at the date of such transfer; or

(ii) in the case of a member which is a body corporate, to a body corporate which is in relation to such member a subsidiary or a holding company or a fellow subsidiary of the same holding company (as those expressions are defined in Section 154 of the Companies Act 1948) PROVIDED that upon the transferee ceasing for any reason to be such subsidiary of holding company or fellow subsidiary of the transferor the transferee shall forthwith retransfer the same to the transferor and in default of so doing within 14 days of so ceasing shall be deemed to have served a transfer notice in respect of all of the shares originally transferred to it and any shares derived therefrom;

(iii) to any person who will hold the shares only as a nominee for the member.

(B) (1) In this clause "Connected Persons" means in relation to any person (or deceased person) any one or more of the following, namely, his or her wife or husband (or widow or widower), any child or remoter issue of his or her parent or the husband or wife of any such child or remoter issue or any company in which he and his Connected Persons (other than any such company) together hold a controlling interest and "controlling interest" shall mean shares conferring in the aggregate 75% or more of the voting rights conferred by all the shares in the relevant company for the time being in issue.

(2) any share may be transferred (i) by a member (or by the legal personal representatives of a deceased member) to his or her Connected Persons and (ii) by a member to the trustees of any Settlement thereof created by such member in favour of his or her Connected Persons.

(3) Shares standing in the names of the trustees of any such Settlement may be transferred to the Connected Persons of the settlor thereof becoming entitled to the same thereunder.

(4) Shares standing in the names of the trustees of any such Settlement or the will of a deceased member may be transferrred upon any change of trustees to the trustees for the time being of such Settlement or Will.

(C) The Directors may require from any person lodging a transfer pursuant to this Article such information and evidence as the Directors think fit regarding any matter which they deem relevant for the purpose of this Article.

8. Except in the case of a transfer of shares expressly authorised by the last preceding Article the right to

transfer shares of the Company or any interest therein shall be subject to the following restrictions, namely:-

- (A) Before transferring any shares or any interest therein the person proposing to transfer the same (hereinafter called "the proposing transferor") shall give a notice in writing (hereinafter called a "transfer notice") to the Company that he desires to transfer the same and by the giving of the transfer notice the Company shall be constituted his agent for the sale of the shares therein mentioned (together with all rights then attached thereto) at the prescribed price to any members selected in manner hereinafter appearing. The transfer notice may provide that unless all the shares comprised therein are sold to a member or members of the Company, none shall be so sold (hereinafter called "a total transfer provision"). A transfer notice once given or deemed to be given shall not be revocable except with the consent of the Directors.
- (B) All shares included in a transfer notice shall as soon as practicable be offered by the Company
  - (i) in the case of Ordinary Shares and 8.8 per cent Preference Shares
    - (a) to the members of the Company (other than the proposing transferor) holding Ordinary Shares and 8.8 per cent Preference Shares (or shares of either of those classes) and such offer shall be made for the members concerned to purchase such shares at the prescribed price on the terms that in the case of competition the shares so offered shall be sold to the members accepting the offer in the proportions (as nearly as may be and without increasing the number sold to any member beyond the number applied for by him) that their existing holdings of Ordinary Shares would bear to each other if immediately prior to the date of such offer the holders of the 8.8 per cent Preference Shares had converted their holdings of such shares into Ordinary Shares and 11 per cent Preference Shares under the provisions of Article 3(D), and
    - (b) if such offer is not accepted in respect of all the shares so offered the shares in respect of which the offer has not been so accepted shall be offered to the members of the Company holding 11 per cent. Preference Shares on terms that in the case of competition such shares shall be sold to the members accepting the offer in the proportions (subject as aforesaid) that

their existing holdings of 11 per cent. Preference Shares bear to each other.

(ii) in the case of 11 per cent. Preference Shares

- (a) to the members of the Company (other than the proposing transferor) holding 11 per cent. Preference Shares and 8.8 per cent Preference Shares (or shares of either of those classes) and such offer shall be made for the members concerned to purchase such shares at the prescribed price on the terms that in the case of competition the shares so offered shall be sold to the members accepting the offer in the proportions (as nearly as may be and without increasing the number sold to any member beyond the number applied for by him) that their existing holdings of 11 per cent. Preference Shares would bear to each other on the basis that all the 8.8 per cent. Preference Shares had been converted under paragraph (D) of Article 3 hereof and
- (b) if such offer is not accepted in respect of all the 11 per cent. Preference Shares so offered the shares in respect of which the offer has not been so accepted shall be offered to the members of the Company holding Ordinary Shares on the terms set out in sub-paragraph (i)(a) above.

All offers of shares under this paragraph shall be made by notice in writing and every such offer shall limit a time (not being less than twenty-one days from the date of dispatch of the offer) ("the prescribed period") within which the offer must be accepted or in default will lapse.

- (C) (1) If the Company shall within the prescribed period find members as aforesaid (hereinafter called "purchasers") willing to purchase the shares concerned or (unless the transfer notice contained a total transfer provision which the proposing transferor shall not have waived) any of them (as the case may be) and shall give notice in writing thereof to the proposing transferor he shall be bound, upon payment of the prescribed price, to transfer such shares to the respective purchasers thereof. Every such notice shall state the name and address of the purchaser or purchasers and the number of shares agreed to be purchased by him or them and the purchase shall be completed at a place and time to be appointed by the Directors not being less than seven days nor more than fourteen days after the date of such notice or (where

necessary) so soon thereafter as the prescribed price shall have been determined.

- (2) If in any case a proposing transferor after having become bound to transfer any shares to a purchaser, shall make default in transferring such shares the Directors may authorise some person to execute on behalf of and as attorney for the proposing transferor any necessary transfers and may receive the purchase money therefor and shall thereupon cause the name of the purchaser to be entered in the register as the holder of such shares and hold the purchase money in trust for the proposing transferor. The receipt of the Company for the purchase money shall be a good discharge to the purchaser (who shall not be bound to see to the application thereof) and after the name of the purchaser has been entered in the register in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any persons.

- (D) If (i) the Company shall not have given notice in writing to the proposing transferor within the prescribed period that it has found purchasers willing to purchase all the shares or any of them as aforesaid or (ii) the Company shall within the prescribed period give to the proposing transferor notice in writing that the Company has no prospect of finding purchasers of such shares, or any of them, the proposing transferor at any time thereafter up to the expiration of two months after the end of the prescribed period shall be at liberty (subject only to the provisions of the last but one preceding Article and paragraph (E) below) to transfer to any person on a bona fide sale (a "third party transfer") at any price not being less than the prescribed price (after deducting, where appropriate, any net dividend or other distribution declared or made after the date of the transfer notice and to be retained by the proposing transferor), those shares which the proposing transferor shall not be obliged hereunder, as at the expiry of the prescribed period or, if notice is given under (ii) above, on the date of service of such notice, to transfer to purchasers

Provided That:-

- (i) If the transfer notice shall state that the proposing transferor is not willing to transfer part only of the shares comprised in the transfer notice he shall not be entitled under this paragraph to transfer any of such shares unless in aggregate the whole of such shares are transferred by him;

(ii) The Directors may require to be satisfied in such manner as they may reasonably require that such shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer without any deduction, rebate or allowance whatsoever to the purchaser and if not so satisfied may refuse to register the instrument of transfer.

- (E) No third party transfer may be effected unless (i) not less than one month's written notice (expiring on or before the day preceding the expiration of the two months period specified in paragraph (D) above) of the proposal to make the same, including details of the number of shares to be transferred, the proposed transferee and the relevant price and reasonable evidence of the bona fide intention of that proposed transferee to purchase the said shares at the price, shall first have been given to the Company and (ii) the Company shall not have notified the proposing transferor during such period that the shares are required for purchase by any member or members. If the Company shall so notify the proposing transferor, the member or members indicated by the Company as requiring to purchase the shares which are subject to the proposed third party transfer shall constitute "purchasers" for the purposes of paragraph (C) of this Article which shall (save for references therein to the prescribed period) apply accordingly (*mutatis mutandis*).
- (F) The expression "the prescribed price" shall mean such sum per share as may be specified in the transfer notice by the proposing transferor
- (G) For the purpose of these Articles a renunciation of the allotment of any share by the allottee in favour of some other person shall be deemed to be a transfer of such share.

9. Upon receipt of a written application from any member holding shares of any class in the Company, and upon payment by him of the costs thereby incurred, the Directors shall request the Auditors of the Company for the time being to state the sum which in their opinion is the fair value of the shares of such class being the subject of such application and such statement shall be certified in writing by the Auditors (acting as experts and not as arbitrators). Any member holding shares in the capital of the Company shall be entitled at any time to make an application to the Directors in pursuance of this Article and such application shall not be deemed to constitute a notice of his intention to transfer shares within the meaning of these Articles.



### GENERAL MEETINGS

10. Clause 54 in Part I of Table A shall be read and construed as if the last sentence ended with the words", and if at the adjourned Meeting a quorum is not present within half an hour from the time appointed for the Meeting, the Meeting shall be dissolved".

### DIRECTORS

11. Unless and until the Company in General Meeting shall otherwise determine, the number of Directors shall not be more than ten nor less than two.

12. A Director shall not be required to hold any Share qualification but he shall be entitled to receive notice of and to attend and speak at any General Meeting of the Company or any meeting of the holders of any class of shares therein; and Clause 134 in Part I of Table A shall be modified accordingly.

13. A Director shall ipso facto vacate his office and cease to be a Director of the Company if a memorandum in writing to that effect and signed by every other Director of the Company at the date thereof is deposited at the Registered Office of the Company and Clause 88 of Table A shall have effect accordingly Provided that nothing in this Article shall be taken as depriving a person removed thereunder of compensation or damages payable to him in respect of the termination of his appointment as Director or of any appointment terminating with that as Director or as derogating from any power to remove a Director which may exist apart from this Article.

### POWERS OF DIRECTORS

14. (A) Subject as hereinafter provided the Directors may exercise all the powers of the Company (whether express or implied) (a) of borrowing or securing the payment of money (b) of guaranteeing the payment of money and the fulfilment of obligations and the performance of contracts and (c) of mortgaging or charging the property, assets and uncalled capital of the Company and issuing debentures but so that:-

- (i) the Directors of the Company shall procure that the aggregate of the amounts for the time being remaining undischarged by virtue of any of the foregoing operations and of the amounts for the time being remaining undischarged by virtue of any like operations by any subsidiary or subsidiaries of the Company (including any liability (whether ascertained or contingent) under any guarantee for the time being in force but excluding intra group loans, mortgages and charges) shall not at any time without the

previous sanction of a Special Resolution exceed a sum equal to twice the adjusted capital and reserves being the aggregate of (a) the nominal amount of the share capital of the Company for the time being issued and paid up or credited as paid up and (b) the amounts for the time being standing to the credit of the capital and revenue reserves and share premium account of the Company and all its subsidiaries (excluding any amounts attributable to goodwill or other intangible assets or the revaluation of fixed assets) all as shown by the then latest audited Consolidated Balance Sheet of the Company but after making adjustments to reflect any variation in the amount of such paid up share capital, share premium account, capital redemption reserve and shareholders loans since the date of such balance sheet;

- (ii) no such sanction shall be required to the borrowing of any sum or money intended to be applied in the repayment (with or without premium) of any moneys then already borrowed and outstanding, notwithstanding that the same may result in such limit being exceeded;
- (iii) no lender or other person dealing with the Company shall be concerned to see or enquire whether the limit imposed by this Article is observed and no debt or liability incurred in excess of such limit shall be invalid or ineffectual except in the case of express notice to the lender or recipient of the security or person to whom the liability was incurred or the security given that the limit hereby imposed had been or was thereby exceeded.

(B) A certificate or report by the Auditors for the time being of the Company as to the amount of the adjusted capital and reserves or the amount of any borrowings or to the effect that the limit imposed by this Article has not been or under specified conditions would not be exceeded at any particular time or times shall be conclusive evidence of such amount or fact for the purposes of these Articles.

15. The Directors may grant gratuities, pensions or annuities or other allowances, including allowances on death or sickness during service, to any person or to the widow, relatives or dependants of any person (as the Directors may think fit) in respect of services rendered by such person to the Company as Managing Director, Manager, Executive or in any other employment under the Company or indirectly as an executive officer or employee of any subsidiary company of the Company, and may make payments towards insurances or trusts for such purposes in

respect of such persons and may include rights in respect of such pensions, annuities and allowances in the terms of engagement of any such persons.

16. A Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration; and Clause 84 in Part I of Table A shall be modified accordingly.

#### MANAGING OR EXECUTIVE DIRECTORS

17. The Directors may from time to time appoint one or more of their number to an executive office (including that of a Managing or Executive Director, Manager or any other salaried office) for such period and upon such terms as they think fit, and subject to the provisions of any agreement entered into in any particular case, may revoke such appointment. A Director so appointed as a Managing or Executive Director shall (without prejudice to any claim he may have for damages for breach of any contract of service between him and the Company) ipso facto cease to be such if he cease from any cause to be a Director.

18. A Managing or Executive Director, Manager or other Executive officer as aforesaid shall receive such remuneration whether by way of salary, commission or participation in profits or otherwise (either in addition to or in lieu of his remuneration as a Director) as the Directors may determine.

19. The Directors may entrust to and confer upon a Managing or Executive Director, Manager or other executive officer as aforesaid any of the powers exercisable by them upon such terms and conditions with such restrictions as they think fit, and either collaterally with or to the exclusion of their own powers and may from time to time (subject to the term of any agreement entered into in any particular case), withdraw, alter or vary all or any of such powers.

#### ALTERNATE DIRECTORS

20. (A) Subject to the approval of the Board of Directors, 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.

(B) The appointment of an alternate Director shall 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 for any reason 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 (subject to his giving an address within the United Kingdom for the service of notices) be entitled to receive notices of meeting of the Directors and 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 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 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) Any Director acting as alternate shall have an additional vote for each Director for whom he acts as alternate.

(E) An alternate Director may be repaid expenses, and shall be entitled to be indemnified, by the Company to the same extent mutatis mutandis as if he were a Director but he shall not be entitled to receive from the Company any remuneration except only such proportion (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.

#### DIVIDENDS

21. The Company in General Meeting may declare and pay dividends of such amount as the members may deem fit provided that (a) no dividend on any Ordinary Shares shall exceed the amount recommended by the Directors (b) no dividend shall be paid otherwise than in accordance with the provisions of Part III of the Companies Act 1980 which apply to the Company and (c) the Directors may pay the dividends on the 11 per cent Preference Shares and the 8.8 per cent Preference Shares in the amounts and on the dates provided in paragraph (A) of Article 3 hereof.

#### CAPITALISATION OF PROFITS

22. The directors may resolve that it is desirable to capitalise any part of the amount which may lawfully be distributed 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 or otherwise available for distribution, and accordingly that such sum be set free for distribution amongst the ordinary shareholders and subject to Article 3(D)(ix) hereof the holders for the time being of the 8.8 per cent. Preference Shares who (in either case) would have been entitled thereto if

distributed by way of dividend and in the same proportions 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.

Provided that a share premium account and a capital redemption reserve may, for the purposes of this regulation, only be applied in the paying up of unissued shares to be allotted to members of the Company as fully paid bonus shares.

#### INDEMNITY

23. Subject to the provisions of and so far as may be permitted by the Act, every Director, Auditor, Secretary or other officer of the Company shall be entitled to be indemnified by 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. Regulation 136 of Table A shall be extended accordingly.