

No. OF COMPANY

261908/46



The Companies Act, 1948

COMPANY LIMITED BY SHARES

(COPY)

Ordinary and Special Resolutions

(Pursuant to The Companies Act, 1948, Sections 10, 31, and 141)

OF

JOHN PORTER (NEWCASTLE) LIMITED

Passed the 26th day of January, 1953

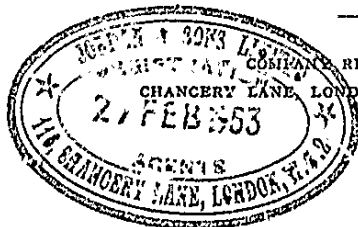


AT an EXTRAORDINARY GENERAL MEETING of the Company, duly convened, and held on the 26th day of January, 1953, at the Registered Office situate at St. Lawrence Road, Newcastle-upon-Tyne, the subjoined Resolution numbered 1 was duly passed as an ORDINARY RESOLUTION and the subjoined Resolution numbered 2 was duly passed as a SPECIAL RESOLUTION:—

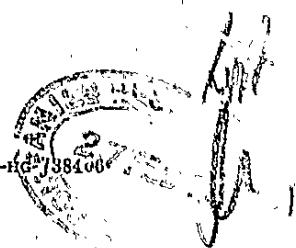
1. "That the Capital of the Company be increased to £15,000 by the creation of 14,000 new Shares of £1 each to rank in all respects *pari passu* with the existing Shares of the Company."
2. "That the regulations contained in the printed Articles of Association, of which a copy has been produced to this Meeting and subscribed by the Chairman of the Meeting for identification, be and the same are hereby adopted as the Articles of Association of the Company in substitution for its existing Articles of Association and to the exclusion thereof."

*J. G. Smith*  
Director

Presented to the Registrar of Companies on the 27 day of February, 1953



JORDAN & SONS, LIMITED,  
REGISTRATION AGENTS, PRINTERS, AND PUBLISHERS,  
CHANCERY LANE, LONDON, W.C.2, AND 13 BROAD STREET PLACE, E.C.2.—HC 2788400



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COMPANY LIMITED BY SHARES

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Articles of Association

OF

**JOHN PORTER (NEWCASTLE)**  
LIMITED

*(Adopted by Special Resolution passed on the 26th day of  
January, 1953)*

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PRELIMINARY.

1. The regulations contained in Table A in the First Schedule to The Companies Act, 1929, shall not apply to the Company.
2. The regulations contained in Part I of Table A in the First Schedule to The Companies Act, 1948 (such Table being hereinafter called "Table A"), shall apply to the Company save in so far as they are excluded or varied hereby: that is to say, Clauses 24, 53, 75, 77, 79, and 88 in Part I of Table A shall not apply to the Company; but in lieu thereof, and in addition to the remaining Clauses in Part I of Table A, the following shall be the regulations of the Company.
3. The Company is a Private Company and Clauses 2, 4, 5, and 6 (but not Clauses 1 and 3) in Part II of Table A shall also apply to the Company.

SHARE CAPITAL AND SHARES.

4. The Share Capital of the Company at the time of the adoption of these Articles is Fifteen Thousand Pounds, divided into Fifteen Thousand Shares of One Pound each.
5. The Shares shall be under the control of the Directors who may allot and dispose of or grant options over the same to such persons, on such terms, and in such manner as they think fit.
6. The lien conferred by Clause 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 by a Member to any child or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, wife, or husband of such Member; and any Share of a deceased Member may be transferred by his or her legal personal representatives to any child or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, widow, or widower of such deceased Member; and Shares

standing in the names of the trustees of the Will of any deceased Member may be transferred upon any change of trustees to the trustees for the time being of such Will. A Share may at any time be transferred to any Member of the Company.

(B) Save as aforesaid, no Share shall be transferred unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.

(C) Except where the transfer is made pursuant to Sub-Article (A) hereof, the person proposing to transfer any Share (hereinafter called "the proposing transferor") shall give notice in writing (hereinafter called "the transfer notice") to the Company that he desires to transfer the same, and such notice shall specify the sum he fixes as the fair value, and shall constitute the Company his agent for the sale of the Share to any Member of the Company (or any person selected by the Directors as one whom it is desirable in the interests of the Company to admit to Membership) at the price so fixed or, at the option of the purchaser, at the fair value to be fixed by the Auditor in accordance with Sub-Article (E) of this Article. The transfer notice may include two or more Shares, and in such case shall operate as if it were a separate notice in respect of each. The transfer notice shall not be revocable except with the sanction of the Directors.

(D) If the Company shall within the period of twenty-eight days after being served with the transfer notice find a Member (or person selected as aforesaid) willing to purchase the Share (hereinafter called "the purchaser") and shall give notice thereof to the proposing transferor, he shall be bound upon payment of the fair value to transfer the Share to the purchaser, who shall be bound to complete the purchase within fourteen days from the service of the last-mentioned notice.

(E) In case any difference arises between the proposing transferor and the purchaser as to the fair value of a Share the Auditor shall, on the application of either party, certify in writing the sum which in his opinion is the fair value, and such sum shall be deemed to be the fair value, and in so certifying the Auditor shall be considered to be acting as an expert and not as an arbitrator; and accordingly The Arbitration Act, 1950, shall not apply.

(F) If in any case the proposing transferor after having become bound as aforesaid makes default in transferring the Share the Company may receive the purchase money on his behalf, and may authorise some person to execute a transfer of the Share in favour of the purchaser, who shall thereupon be registered as the holder of the Share. The receipt of the Company for the purchase money shall be a good discharge to the purchaser, and after his name has been entered in the Register of Members in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.

(G) If the Company shall not within the period of twenty-eight days after being served with the transfer notice find a Member (or person selected as aforesaid) willing to purchase the Shares and give notice in manner aforesaid, the proposing transferor shall at any time within three calendar months afterwards be at liberty, subject to Sub-Article (I) hereof, to sell and transfer the Shares, or those not placed, to any person and at any price.

(H) The Shares specified in any transfer notice given to the Company as aforesaid shall be offered by the Company in the

first place to the Members (other than the proposing transferor) as nearly as may be in proportion to the existing Shares held by them respectively, and the offer shall in each case limit the time within which the same, if not accepted, will be deemed to be declined, and may notify to the Members that any Member who desires an allotment of Shares in excess of his proportion should in his reply state how many excess Shares he desires to have; and if all the Members do not claim their proportions the unclaimed Shares shall be used for satisfying the claims in excess. If any Shares shall not be capable without fractions of being offered to the Members in proportion to their existing holdings, the same shall be offered to the Members, or some of them, in such proportions or in such manner as may be determined by lots drawn in regard thereto, and the lots shall be drawn in such manner as the Directors think fit.

(i) The Directors may refuse to register any transfer of a Share (a) where the Company has a lien on the Share, or (b) where the Directors are not of opinion that the transferee is a desirable person to admit to Membership; but Paragraph (b) of this Sub-Article shall not apply to a transfer made pursuant to Sub-Article (A) hereof.

(j) Whenever any Member of the Company (other than a Director) who is employed by the Company in any capacity is dismissed from such employment or ceases to be employed by the Company, the Directors may at any time within twenty-eight days after his dismissal or his ceasing to be employed resolve that such Member do retire, and thereupon he shall be deemed to have served the Company with a transfer notice pursuant to Sub-Article (c) hereof, and to have specified therein the amount paid up on his Shares as the fair value. Notice of the passing of any such resolution shall be given to the Member affected thereby.

(k) The Directors shall not have any right to decline or suspend the registration of the legal personal representatives of a deceased Member as Members of the Company in respect of the Shares of the said deceased Member; and Clause 30 in Part I of Table A shall be modified accordingly.

#### GENERAL MEETINGS.

8. Every notice convening a General Meeting shall comply with the provisions of Section 136 (2) of The Companies Act, 1948, 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.

9. Clause 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.

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

11. The Directors of the Company at the time of the adoption of these Articles are: JOHN PORTER, RUBY EVELYN PORTER,

ROBERT DIXON, and PHILIP PAIER. They shall be Permanent Directors of the Company, and subject to the provisions of Article 15 hereof each of them shall be entitled to hold such office so long as he or she shall live unless he or she shall be removed from office under Clause 96 in Part I of Table A; and accordingly Clauses 89 to 94 in Part I of Table A shall not apply to any Permanent Director.

12. The qualification of every Director shall be the holding of at least one Share of the Company. A Director may act before acquiring his qualification, but he shall acquire his qualification within two calendar months of being appointed a Director.

13. 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.

#### BORROWING POWERS.

14. The Directors may from time to time, at their discretion, raise or borrow any sum or sums of money for the purposes of the Company, and may secure the sums so raised or borrowed by mortgage of the whole or any part of the property or assets of the Company, both present and future, including the uncalled Capital of the Company, or by Debentures, Debenture Stock or other securities, charged upon the said property or assets of the Company.

#### DISQUALIFICATION OF DIRECTORS.

15. The office of Director shall be vacated if the Director—
- (A) ceases to be a Director by virtue of Section 182 of The Companies Act, 1948; or
  - (B) becomes bankrupt, or make 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 said Act; or
  - (D) becomes of unsound mind; or
  - (E) is removed from office under Section 184 of the said Act; or
  - (F) resigns his office by notice in writing to the Company.

#### WINDING UP.

16. If the Company shall be wound up the assets remaining after payment of the debts and liabilities of the Company and the costs of the liquidation shall first be applied in repaying to the Members the amounts paid or credited as paid on the Shares held by them respectively and the balance (if any) shall be distributed among the Members in proportion to the number of Shares held by them respectively: Provided always that the provisions hereof shall be subject to the rights of the holders of Shares (if any) issued upon special conditions.

*W. S. G. K.*