

by reason of such Director holding that office or of the fiduciary relation thereby established, but it is declared that the nature of his interest must be disclosed by him at the meeting of the Directors at which the contract or arrangement is entered into if his interest then exists, or in any other case at the first meeting of the Directors after the acquisition of his interest, and that no Director save as provided by the next following clause hereof shall as a Director vote in respect of any contract or arrangement in which he is so interested, and notwithstanding such prohibition if he do so vote his vote shall not be counted, but this prohibition shall not apply to the Agreement mentioned in Clause 3 hereof, or to any matters arising thereout, or to any contract or arrangement covered by the next following clause hereof, or to any contract by or on behalf of the Company to give the Directors or any of them any security by way of indemnity, and it may at any time or times be suspended or released to any extent by a General Meeting. A general notice that a Director is a member of any specified firm or Company, and is to be regarded as interested in any transactions with such firm or Company shall be a sufficient disclosure under this clause and the next following clause, and after such general notice it shall not be necessary to give any special notice relating to any particular transaction.

90. Inasmuch as cases will probably occur in which this Company will have dealing with some other Company whereof the same persons will be Directors as are Directors of this Company it is expressly declared that whenever the Directors of this Company are also Directors or among the Directors of some other Company the Directors of this Company shall nevertheless be competent on behalf of this Company to make any contracts or arrangements with such other Company on such terms and conditions as they think fit, and shall be competent as Directors to vote in regard thereto, and it shall be no objection to any such contract or arrangement that the Directors of this Company or some of them are Directors or members or security holders of such other Company interested in such contract or arrangement, and the Directors of this Company shall be in no way accountable for any profits obtained by them under or in relation to any such contract or arrangement; it being understood however, that the provisions of Article 89 as to disclosure shall apply to contracts mentioned in this Article.

6. ROTATION AND REMOVAL OF DIRECTORS.

91. At the Ordinary General Meeting in the year 1900, and in every subsequent year, one-third of the Directors for the time being,