

FILE COPY



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

Company No. 5393208

The Registrar of Companies for England and Wales hereby certifies that  
SJP52 LIMITED

is this day incorporated under the Companies Act 1985 as a private  
company and that the company is limited.

Given at Companies House, Cardiff, the 15th March 2005



\*N05393208H\*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*  
— for the record —

Please complete in typescript,  
or in bold black capitals.

CHFP021

# Declaration on application for registration

5393208

Company Name in full

SJP52 LIMITED

I, NICOLA JANE SPEIGHT

of 56 FERRYMEADOWS PARK KINGSWOOD HULL HU7 3DF

† Please delete as appropriate.

I do solemnly and sincerely declare that I am a † ~~Solicitor engaged in the formation of the company~~ [person named as director or secretary of the company in the statement delivered to the Registrar under section 10 of the Companies Act 1985] and that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with.

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Declarant's signature

Declared at

8 PARLIAMENT STREET HULL HU1 2BB

Day Month Year

On

10 03 2015

● Please print name.

before me ●

PHILIP RICHARD ELANS F. INSTITUTE

Signed

N. J. Speight

Date

10.3.15

† A Commissioner for Oaths or ~~Notary Public or Justice of the Peace or Solicitor~~

You do not have to give any contact information in the box opposite but if you do, it will help Companies House to contact you if there is a query on the form. The contact information that you give will be visible to searchers of the public record.

STAMP JACKSON AND PROCTER

5 PARLIAMENT STREET KINGSTON UPON HULL HU1 2AZ

Tel 01482 324591

DX number 11927

DX exchange HULL 1



A03

\*APH2P3IS\*

0723

COMPANIES HOUSE

12/03/05

Form revised 10/05

When you have completed and signed the form please send it to the Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff  
for companies registered in England and Wales

or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB  
for companies registered in Scotland

DX 235 Edinburgh  
or LP - 4 Edinburgh 2

*Please complete in typescript,  
or in bold black capitals*

**CHFP021**

Notes on completion appear on final page

**First directors and secretary and intended situation of  
registered office**

**Company Name in full**

**SJP52 LIMITED**

**Proposed Registered Office**

**5 PARLIAMENT STREET**

(PO Box numbers only, are not acceptable)

Post town

**KINGSTON UPON HULL**

County / Region

**EAST YORKSHIRE**

Postcode

**HU1 2AZ**

If the memorandum is delivered by an agent  
for the subscriber(s) of the memorandum  
mark the box opposite and give the agent's  
name and address.

Agent's Name

Address

Post town

County / Region

Postcode

Number of continuation sheets attached

You do not have to give any contact  
information in the box opposite but if  
you do, it will help Companies House  
to contact you if there is a query on  
the form. The contact information  
that you give will be visible to  
searchers of the public record.

**STAMP JACKSON AND PROCTER**

**5 PARLIAMENT STREET KINGSTON UPON HULL HU1 2AZ**

**REF:NJS/RDB**

**Tel 01482 324591**

**DX number 11927**

**DX exchange HULL 1**



**AD3  
COMPANIES HOUSE**

**0724  
12/03/05**

v 08/02

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or

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for companies registered in Scotland

**DX 235 Edinburgh  
or LP - 4 Edinburgh 2**

# Company Secretary (see notes 1-5)

\* Voluntary details

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

Company name

SJP52 LIMITED

NAME

\*Style / Title

MISS

\*Honours etc

Forename(s)

NICOLA JANE

Surname

SPEIGHT

Previous forename(s)

Previous surname(s)

Address ††

56 FERRYMEADOWS PARK KESTEVEN WAY

KINGSWOOD

Post town

KINGSTON UPON HULL

County / Region

EAST YORKSHIRE

Postcode

HU7 3DF

Country

ENGLAND

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

Consent signature

Date

10/03/2005

## Directors (see notes 1-5)

Please list directors in alphabetical order

NAME

\*Style / Title

MR

\*Honours etc

Forename(s)

ALISTAIR IAN MANSON

Surname

LATHAM

Previous forename(s)

Previous surname(s)

Address ††

CHELTEL COTTAGE

5 PACKMAN LANE

Post town

KIRKELLA

County / Region

EAST YORKSHIRE

Postcode

HU10 7TH

Country

ENGLAND

Day Month Year

Date of birth

2 | 0 | 1 | 1 | 1 | 9 | 7 | 1

Nationality

BRITISH

Business occupation

SOLICITOR

Other directorships

MEDICAL ACCIDENT CLAIM LINE LIMITED

OLD HYMERIANS ASSOCIATION (HOLDINGS) LIMITED (THE)

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

Consent signature

Date

10/03/2005

## Directors (see notes 1-5)

Please list directors in alphabetical order

<b>NAME</b>	<b>*Style / Title</b>		<b>*Honours etc</b>	
<b>* Voluntary details</b>	<b>Forename(s)</b>			
	<b>Surname</b>			
	<b>Previous forename(s)</b>			
	<b>Previous surname(s)</b>			
<input type="checkbox"/> Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.	<b>Address —</b>			
	<b>Post town</b>			
	<b>County / Region</b>		<b>Postcode</b>	
	<b>Country</b>			
<b>Date of birth</b>	<b>Day</b>	<b>Month</b>	<b>Year</b>	<b>Nationality</b>
<b>Business occupation</b>				
<b>Other directorships</b>				
I consent to act as director of the company named on page 1				
<b>Consent signature</b>		<b>Date</b>		

This section must be signed by either an agent on behalf of all subscribers or the subscribers (i.e those who signed as members on the memorandum of association).

Signed

*A. Speid*

Date

10/03/2005

Signed

*[Signature]*

Date

10/03/2005

Signed

Date

Signed

Date

Signed

Date

Signed

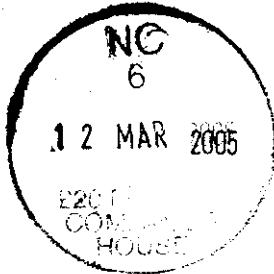
Date

Signed

Date

THE COMPANIES ACTS 1985 TO 1989

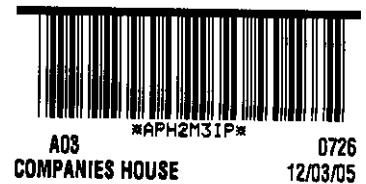
COMPANY LIMITED BY SHARES



MEMORANDUM OF ASSOCIATION

- of -

SJP52 LIMITED



1. The name of the Company is "SJP52 Limited".
2. The registered office of the Company is situate in England.
3. The Objects for which the Company is established are :
  - 3.1 To carry on business as a general commercial company.
  - 3.2 To carry on any other trade or business whatever which can in the opinion of the Board of Directors be advantageously carried on in connection with or ancillary to any of the businesses of the Company.
  - 3.3 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.
  - 3.4 To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.
  - 3.5 To acquire or undertake the whole or any part of the business, goodwill, and assets of any person, firm or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed

upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.

- 3.6 To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
- 3.7 To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.
- 3.8 To lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company, subsidiary or fellow subsidiary company in any manner.
- 3.9 To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.
- 3.10 To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- 3.11 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 seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to produce the Company's interests.
- 3.12 To enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem 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.
- 3.13 To subscribe for, take, purchase, or otherwise acquire and hold

shares or other interests in or securities of any other company having objects altogether or in part similar to those of the Company or carrying on any business capable of being carried on so as directly or indirectly to benefit the Company or enhance the value of any of its property and to co-ordinate, finance and manage the businesses and operations of any company in which the Company holds any such interest.

- 3.14 To take part in the formation, management, supervision or control of the business or operation of any company or undertaking and for that purpose to appoint and remunerate any officers, managers, advisors or agents.
- 3.15 To employ advisors to investigate and examine into the condition, prospects, value, character, and circumstances of any business concerns and undertakings and generally of any assets, property or rights.
- 3.16 To promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.
- 3.17 To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.
- 3.18 To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts.
- 3.19 To remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment to him or them of Shares or other securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.
- 3.20 To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares or other securities of the Company.
- 3.21 To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its Directors or employees, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities and superannuation or other allowances or benefits or charitable aid and generally to provide advantages,



facilities and services for any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company 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 of the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants; to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries, notwithstanding that the exercise of this power is not in the best interests of the Company, in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the Company or any subsidiary; and to set up, establish, support and maintain profit sharing or share purchase schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or fellow subsidiary company and to lend money to any such employees or to trustees on their behalf to enable any such purchase schemes to be established or maintained.

- 3.22 To distribute among the Members of the Company in kind any property of the Company of whatever nature.
- 3.23 To procure the Company to be registered or recognised in any part of the world.
- 3.24 To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.
- 3.25 To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.

The objects set forth in each sub-clause of this Clause shall not be restrictively construed but the widest interpretation shall be given thereto, and they 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 forth in such sub-clause or from the terms of any other sub-clause or from the name of the Company. None of such sub-clauses or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have as full a power to exercise all or any of the objects conferred by and provided in each of the said sub-clauses as if each sub-clause contained the objects of a separate company. The word "company" in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or other body or persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.

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.

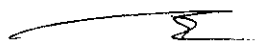
WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company, in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names

Names, addresses and descriptions of Subscribers	Number of Shares taken by each Subscriber
--	--

Mr Alistair Ian Manson Latham  
Chetel Cottage  
5 Packman Lane  
KIRKELLA  
East Yorkshire  
HU10 7TH

one

Solicitor

 0-2

Miss Nicola Jane Speight  
56 Ferrymeadows Park  
Kesteven Way  
Kingswood  
KINGSTON UPON HULL  
East Yorkshire  
HU7 3DF



one  
one

Paralegal

Dated : 10 March 2005

Witness to the above Signatures :



Miss Rachael Deborah Bristow  
1 Lindengate Avenue  
Rockford Green  
Leads Road  
KINGSTON UPON HULL  
East Yorkshire  
HU7 0EA

## **THE COMPANIES ACTS 1985 to 1989**

### **COMPANY LIMITED BY SHARES**

#### **ARTICLES OF ASSOCIATION**

- of -

#### **SJP52 LIMITED**

#### **PRELIMINARY**

1. The Regulations contained or incorporated in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 and as amended further by the Companies Act 1985 (Electronic Communications) Order 2000 (such table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company.

#### **ALLOTMENT OF SHARES**

2. After the initial allotment any Shares shall be offered to the members in proportion as nearly as may be to the number of the existing Shares held by them respectively unless the Company shall by Special Resolution otherwise direct. The offer shall be made by notice specifying the number of Shares offered, and limiting a period (not being less than fourteen days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period, those Shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the said period, accepted all the Shares offered to them; such further offer shall be made in the same manner and limited by a like period as the original offer. Any Shares not accepted pursuant to such offer or further offer as aforesaid or not capable of being offered as aforesaid except by way of fractions and any Shares released from the provisions of this Article by such Special Resolution as aforesaid shall be under the control of the Directors, who may allot, grant options over or otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit, provided that, in the case of Shares not accepted as aforesaid, such Shares shall not be disposed of on terms which are more favourable than the terms on which they were offered to the members. Subject to this Clause the Directors are unconditionally authorised for the purpose of Section 80 of the Act to allot relevant Securities (as defined by Section 80(2) of the Act) to the amount of the authorised but unissued share capital of the Company for the time being at any time or times during the period of five years from the date of incorporation of the Company. In accordance with Section 91 of the Act sub-sections (1) to (6) of Section

90 and Section 89(1) of the Act shall not apply to any allotment of equity Securities (as defined by Section 94 of the Act) by the Company.

## SHARES

3. The lien conferred by Clause 8 in Table A shall attach also 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.
4. The liability of any member in default in respect of a Call shall be increased by the addition at the end of the first sentence of Clause 18 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

## TRANSFER OF SHARES

5.
  - 5.1 The Directors may, in their absolute discretion without assigning any reason therefor, decline to register any transfer :
    - 5.1.1 of a Share on which the Company has a lien;
    - 5.1.2 of a Share (not being a fully paid Share) to a person of whom they shall not approve;
    - 5.1.3 of a Share (whether or not it is fully paid) made pursuant to paragraph 5.8 below.
  - 5.2 No Share in the Company's capital shall be transferred (which expression shall include any disposition of any legal or equitable interest in any Share and whether by way of gift sale mortgage or otherwise) unless and until either the rights of pre-emption conferred below have been exhausted or the transfer is approved in writing by all the members.
  - 5.3 Any person (hereinafter called "the proposing transferor") proposing to transfer any Shares shall give notice in writing (hereinafter called "the transfer notice") to the Company that he desires to transfer the same and specifying the price per Share which in his opinion constitutes the fair value thereof. The transfer notice shall constitute the Company the agent of the proposing transferor for the sale of all (but not some of) the Shares comprised in the transfer notice to any member or members willing to purchase the same (hereinafter called "the purchasing member") at the price specified therein or at the fair value certified in accordance with paragraph 5.5 below (whichever shall be the lower). A transfer notice shall not be revocable except with the sanction of the Directors.
  - 5.4 The Shares comprised in any transfer notice shall be offered to the members (other than the proposing transferor) as nearly as may be in proportion to the number of Shares held by them respectively. Such offer shall be made by notice in writing (hereinafter called "the offer notice") within seven days after the receipt by the Company of the transfer notice. The offer notice shall state the price per Share specified in the transfer notice and shall limit the time in which the offer may be accepted (not being less than twenty-one days nor more than forty-two days after the date of the offer notice, provided that if a certificate of valuation is requested under paragraph 5.5 below the offer shall remain open for acceptance for a period of fourteen days after the date on which notice of the fair value certified in accordance with that paragraph shall have been given by the

Company to the members). For the purpose of this Article an offer shall be deemed to be accepted on the day on which the acceptance is received by the Company. The offer notice shall further invite each member to state in his reply the number of additional Shares (if any) in excess of his proportion which he desires to purchase and if all the members do not accept the offer in respect of their respective proportions in full the Shares not so accepted shall be used to satisfy the claims for additional Shares as nearly as may be in proportion to the number of Shares already held by them respectively, provided that no member shall be obliged to take more Shares than he shall have applied for. 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 may think fit.

- 5.5 Any member may, not later than eight days after the date of the offer notice, serve on the Company a notice in writing requesting that the Auditor for the time being of the Company (or at the discretion of the Auditor, a person nominated by the President for the time being of the Institute of Chartered Accountants in the Country of the situation of its Registered Office) certify in writing the sum which in his opinion represents the fair value of the Shares comprised in the transfer notice as at the date of the transfer notice as between a willing buyer and a willing seller contracting on arms length terms having regard to the fair value of the Company and its subsidiaries (if any) as a going concern and for the purpose of this Article reference to the Auditor shall include any person so nominated. Upon receipt of such notice the Company shall instruct the Auditor to certify as aforesaid and the costs of such valuation shall be apportioned among the proposing transferor and the other members or borne by any one or more of them as the Auditor in his absolute discretion shall decide. In certifying such sum as aforesaid the Auditor shall be considered to be acting as an expert and not as an arbitrator or arbiter and accordingly any provisions of law or statute relating to arbitration shall not apply. Upon receipt of the certificate of the Auditor, the Company shall by notice in writing inform all members of the fair value of each Share and of the price per Share (being the lower of the price specified in the transfer notice and the fair value of each Share) at which the Shares comprised in the transfer notice are offered for sale. For the purpose of this Article the fair value of each Share comprised in the transfer notice shall be its value as a rateable proportion of the total value of all the issued Shares of the Company and shall not be discounted or enhanced by reference to the number of Shares referred to in the transfer notice.
- 5.6 If purchasing members shall be found for all the Shares comprised in the transfer notice within the appropriate period specified in paragraph 5.4 above, the Company shall not later than seven days after the expiry of such appropriate period give notice in writing (hereinafter called "the sale notice") to the proposing transferor specifying the purchasing members and the proposing transferor shall be bound upon payment of the price due in respect of all the Shares comprised in the transfer notice to transfer the Shares to the purchasing members.
- 5.7 If in any case the proposing transferor after having become bound as aforesaid makes default in transferring any Shares, the Company may receive the purchase money on his behalf, and may authorise some person to execute a transfer of such Shares in favour of the purchasing member. The receipt of the Company for the purchase money shall be a good discharge to the purchasing member. The Company shall pay the purchase money into a separate bank account.

- 5.8 If the Company shall not give a sale notice to the proposing transferor within the time specified in paragraph 5.6 above, he shall, during the period of thirty days next following the expiry of the time so specified, be at liberty subject to paragraph 5.1 above to transfer all or any of the Shares comprised in the transfer notice to any person or persons.
- 5.9 Subject to paragraph 5.1 of this Article the Directors shall register any transfer made pursuant to or permitted by the foregoing provisions of this Article, but shall refuse to register any other transfer.

#### EMPLOYEE SHARES

6. Whenever any member of the Company (other than a Director) who is employed by the Company in any capacity ceases to be employed by the Company (for whatever reason) the Directors may at any time not later than twenty-eight days after his ceasing to be employed resolve that such member do retire, and thereupon he shall (unless he has already served a transfer notice) be deemed to have served a transfer notice pursuant to paragraph 5.3 of Article 5 and to have specified therein the fair value to be certified in accordance with paragraph 5.5 of Article 5. Notice of the passing of any such resolution shall forthwith be given to the member affected thereby.

#### GENERAL MEETINGS AND RESOLUTIONS

7. Every notice convening a General Meeting shall comply with the provisions of Section 372 (3) 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.
8. Clause 41 in Table A shall be read and construed as if 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." were added at the end.

#### APPOINTMENT OF DIRECTORS

- 9.
- 9.1 The number of the Directors shall be determined by Ordinary Resolution of the Company but unless and until so fixed there shall be no maximum number of Directors and the minimum number of Directors shall be one. In the event of the minimum number of Directors fixed by or pursuant to these Articles or Table A being one, a sole Director shall have authority to exercise all the powers and discretions by Table A and these Articles expressed to be vested in the Directors generally and Clause 89 in Table A shall be modified accordingly.
- 9.2 The Directors shall not be required to retire by rotation and accordingly :
- 9.2.1 Clauses 73, 74, and 75 in Table A shall not apply to the Company; and
- 9.2.2 Clause 79 in Table A shall be read and construed as if the words " and shall not be taken into account in determining the Directors who are to retire by rotation at the meeting" were omitted therefrom

#### PROCEEDINGS OF DIRECTORS

- 10.

- 10.1 Subject to Section 317 of the Act, 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 94 in Table A shall be modified accordingly.
- 10.2 Subject always to the provisions of these Articles all or any of the Directors or a Committee thereof may participate in a meeting of the Directors or that Committee by means of a conference by telephone or any communicating equipment which allows all persons participating in the meeting to hear each other. Any persons so participating shall be deemed to be present in person at the meeting and shall be entitled to vote and be counted in the quorum accordingly. Such meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the Chairman of the meeting is then present.

#### SHARE CERTIFICATES

11. Clause 6 in Table A shall be amended so that the words "and/or bear the autographic signatures of two Directors or one Director and the Secretary" shall be inserted after the words "Every certificate shall be sealed with the seal".

#### INDEMNITY

- 12.
- 12.1 Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 727 of the Act in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 310 of the Act
- 12.2 Accordingly, Clause 118 in Table A shall not apply to the Company.




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Names, addresses and descriptions of Subscribers

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Paralegal

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Dated : 10 March 2005

Witness to the above Signatures :



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