File Copy

CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 06864305

The Registrar of Companies for England and Wales hereby certifies that
AHD DRIVING SCHOOL LTD

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

Given at Companies House on 31st March 2009

N06864305J

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

Companies House
for the record

The above information was communicated in non-legible form and authenticated by the Registrar of Companies under section 710A of the Companies Act 1985

Companies House
for the record

Electronic statement of compliance with requirements on application for registration of a company pursuant to section 12(3A) of the Companies Act 1985

Company number **6864305**

Company name AHD DRIVING SCHOOL LTD

I, **ANITA HADDON-DAVIES**

of **57 MARSH AVENUE**
LONG MEADOW
WORCESTER
WORCESTERSHIRE
UNITED KINGDOM
WR4 0HJ

a person named as a director of the company in the statement delivered to the registrar of companies under section 10(2) of the Companies Act 1985

make the following statement of compliance in pursuance of section 12(3A) of the Companies Act 1985

Statement: I hereby state 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.

Confirmation of electronic delivery of information

This statement of compliance was delivered to the registrar of companies electronically and authenticated in accordance with the registrar's direction under section 707B of the Companies Act 1985.

WARNING: The making of a false statement could result in liability to criminal prosecution

Companies House
— for the record —

10(ef)

First directors and secretary and intended situation of registered office

Received for filing in Electronic Format on the: **30/03/2009**

X2E338LC

Company Name in full: AHD DRIVING SCHOOL LTD

Proposed Registered Office:

182 WORCESTER ROAD
BROMSGROVE
WORCESTERSHIRE
UNITED KINGDOM
B61 7AZ

memorandum delivered by an agent for the subscriber(s): **Yes**

Agent's Name: **CROMPTON WARD & COMPANY**

Agent's Address:

182 WORCESTER ROAD
BROMSGROVE
WORCESTERSHIRE
UNITED KINGDOM
B61 7AZ

Company Secretary

Name **SIMON DAVIES**

Address: **57 MARSH AVENUE**
LONG MEADOW
WORCESTER
WORCESTERSHIRE
UNITED KINGDOM
WR4 0HJ

Consented to Act: **Y** *Date authorised* **31/03/2009** *Authenticated:* **YES**

Director 1:

Name **MRS ANITA HADDON-DAVIES**

Address: **57 MARSH AVENUE**
LONG MEADOW
WORCESTER
WORCESTERSHIRE
UNITED KINGDOM
WR4 0HJ

Nationality: **BRITISH**
Business occupation: **DRIVING INSTRUCTOR**
Date of birth: **26/04/1969**

Consented to Act: **Y** *Date Authorised:* **31/03/2009** *Authenticated:* **YES**

Authorisation

Authoriser Designation: **agent** *Date Authorised:* **30/03/2009** *Authenticated:* **Yes**

COMPANY NO.

THE COMPANIES ACT 1985-2006

and the Companies Act 2006

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

- of -

AHD DRIVING SCHOOL LTD

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1. The name of the Company is AHD Driving School LTD.

2. The registered office of the Company is to be situated in England and Wales.

3. The Company has the following objects:

(a) (i) To carry on as principal, agent or in any other capacity whatsoever all or any of the businesses, undertakings, transactions or operations commonly carried on or undertaken by general merchants, traders, designers, manufacturers, assemblers, property developers, builders, contractors, distributors, agents, importers, exporters, factors, wholesale and retail dealers and suppliers of all goods, wares, produce, products, materials, commodities, and merchandise of every description and/or to provide all forms and manner of services of whatsoever nature including, inter alia, commercial, finance, credit, leasing, hire, hire purchase, financing, banking, insurance, investment, consultancy, advisory, estate management and estate agency, advertising, marketing, managerial, administrative, computer, broking, surveying, export, import, shipping, transport, investment, storage, forwarding, equipment hire and garage services and all other services of every description and to carry on all or any of the said businesses, undertakings, transactions or operations either together or separately in any part of the world; to act as agents and/or representatives for any purpose on behalf of any persons, firms, companies, organisations or authorities in respect of any goods and/or services as the Company may decide; to purchase or otherwise acquire or take over any business or businesses or undertakings which may be deemed by the Company to be expedient or to become interested in and carry on or dispose of or liquidate or otherwise deal with such businesses or undertakings as may be thought desirable and to purchase, subscribe for and/or otherwise acquire and/or hold shares, stocks, debentures or securities and investments of whatsoever nature and to act as a holding company and without prejudice to the generality of the foregoing to carry on business as a general commercial company.

(ii) To act as the holding and co-ordinating company of the group of companies of which the Company is for the time being the holding company.

(b) To purchase, take on lease or in exchange, hire or otherwise acquire and hold, for any estate or interest, and manage any lands, buildings, servitudes, easements, rights, privileges, concessions, machinery, plant, stock in trade and any heritable or moveable real or personal property of any kind.

(c) To purchase or otherwise acquire, dispose of, protect, extend and renew any patents, registered designs, trade marks and service marks (whether registered or not), copyright, design right or any similar property rights, including those subsisting in inventions, designs, drawings, performances, computer programmes, semi-conductor topographies, confidential information, business names, goodwill and the style of presentation of goods or services and applications for protection thereof, which may seem to the Company capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop, receive or grant licences in respect of or otherwise turn to account any of the same for any purpose whatsoever, whether manufacturing or otherwise, which the Company may think calculated directly or indirectly to achieve these objects.

(d) To form, promote, subsidise and assist companies, syndicates or other bodies of all kinds and to issue on commission or otherwise underwrite, subscribe for and take or guarantee the payment of any dividend or interest on any shares, stocks, debentures or other capital or securities or obligations of any such companies, syndicates or other bodies, and to pay or provide for brokerage commission and underwriting in respect of any such issue.

(e) To enter into partnerships or into any arrangement for sharing profits, union of interests, co operation or otherwise with any person or company for the purpose of carrying on business within any of the objects of the Company.

(f) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.

(g) To purchase or otherwise acquire and undertake all or any part of the business, property, liabilities and transactions of any person, body or company carrying on any business which this Company is authorised to carry on, or possessed of property, assets or rights suitable for any of the objects of the Company.

(h) To develop, work, improve, manage, lease, mortgage, charge, pledge, turn to account or otherwise deal with all or any part of the property, assets or rights of the Company; to surrender or accept surrender of any lease or tenancy or rights; and to sell or deal with the property, assets, business, rights or undertaking of the Company, or any part thereof, and for such consideration and on such terms as the Company may think fit, and including for cash or shares, debentures or securities of any other company.

(i) To build, construct, erect, maintain, alter, replace or remove any buildings, works, offices, erections, plant, machinery, tools, equipment or otherwise as may seem desirable for any of the businesses or in the interests of the Company; and to manufacture, buy, sell, lease or otherwise acquire and generally deal in any plant, tools, machinery, goods or things of any description which may be conveniently dealt with in connection with any of the Company's objects.

(j) To manage and conduct the affairs of any companies, firms, bodies and persons carrying on business of any kind whatsoever, and in any part of the world.

(k) To enter into, carry on and participate in financial transactions and dealings and operations of all kinds; and to take any steps which may be considered expedient for carrying into effect such transactions, dealings and operations including, without prejudice to the generality of the foregoing, borrowing and lending money and entering into contracts and arrangements of all kinds.

(l) To borrow or raise money in such manner as the Company shall think fit and in particular by the issue (whether at par or at a premium or discount and for such consideration as the Company may think fit) of bonds, debentures or debenture stock (payable to bearer or otherwise), mortgages or charges, shares or other securities, perpetual or otherwise, and, if the Company thinks fit, charged on all or any of the Company's property (both present and future) and undertaking, including its uncalled capital, and further, if so thought fit, convertible into any stock or shares or securities of the Company or any other company, and collaterally or further to secure any obligations of the Company by a trust deed or other assurance or pledge.

(m) To guarantee or otherwise support or secure, either with or without the Company receiving any consideration or advantage and whether by personal covenant or by mortgaging or charging all or part of the undertaking, property, assets and rights, present and future, and uncalled capital of the Company or by both such methods or by any other means whatsoever, the liabilities and obligations of and the payment of any moneys whatsoever (including but not limited to capital, principal, premiums, interest, dividends, costs and expenses on any stocks, shares or securities) by any person, firm or company whatsoever, including but not limited to any company which is for the time being the holding company or a subsidiary (both as defined by section 736 of the Companies Act 1985) or a subsidiary undertaking (as defined by sections 1159 and 1162 of the Companies Act 2006 as shall be in force from time to time) of the Company or of the Company's holding company or is controlled by the same person or persons as control the Company or is otherwise associated with the Company in its business.

(n) To grant indemnities of every description and to undertake obligations of every description.

(o) To make, draw, accept, exchange, endorse, negotiate, execute and issue promissory notes, bills of exchange or other negotiable instruments or payment orders and to receive money on deposit or loan.

(p) To pay all or any expenses incurred in connection with the formation and promotion and incorporation of the Company and to pay commission to and remunerate any person or company for services rendered in underwriting or placing, or assisting to underwrite or place, any of the shares in the Company's capital or any debentures or other securities of the Company, or in or about the formation or promotion of the Company or the conduct of its business.

(q) To pay for any property or rights acquired by the Company in such manner as the Company may think fit, including payment either in cash or in fully or partly paid up shares with or without preferred or deferred rights in respect of dividend or repayment of capital or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.

(r) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company in such manner as the Company may think fit, including payment either in cash, by instalments or otherwise, or in fully or partly paid up shares of any company or corporation, with or without deferred or preferred rights in respect of dividend or repayment of capital or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine.

(s) While the Company remains a private company, and subject to the provisions of the Companies Acts 1985 and 2006 (as shall be in force from time to time), to remunerate or undertake to remunerate any person, firm or company rendering services to the Company, whether by cash payment or by the allotment to him it or them of shares or securities of the Company credited as paid in full or in part or otherwise.

(t) To make loans or donations, either of cash or of other assets whatsoever, to or enter into any arrangements whatsoever for the benefit of such persons and in such cases as the Company may think directly or indirectly conducive to any of its objects or otherwise expedient.

(u) To distribute among the members in specie any property of the Company or any proceeds of sale, disposal or realisation of any property of the Company but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.

(v) To subscribe for, purchase or otherwise acquire, take, hold, or sell any shares or stock, bonds, debentures or debenture stock, or other securities or obligations of any person, firm, government or other authority or issuer (including any subsidiary of the Company) and to invest, deal with or lend any of the moneys of the Company in such manner, with or without security and on such terms as the Company may think fit.

(w) To amalgamate with any other company either the objects of which are or include objects similar to those of the Company or which is possessed of property, assets or rights suitable for any of the purposes of the Company, and on any terms whatsoever.

(x) To procure the Company or any branch or representative of the Company to be registered or recognised in any country or place abroad or with any applicable regulatory authority in any part of the world.

(y) To obtain any provisional or other order or Act of Parliament of the United Kingdom or of the legislature of any other State or jurisdiction for enabling the Company to carry any of its objects into effect, or for effecting any modifications to the Company's constitution, or for any other purpose which may seem expedient, and to oppose or make representations in connection with any proceeding, proposal or application which may seem calculated, directly or indirectly, to prejudice the Company's interests.

(z) To appoint any person or persons, firm or firms, company or companies to be the attorney or agent of the Company and to act as agents, managers, secretaries, contractors or in similar capacity.

(aa) To insure the life of any person who may, in the opinion of the Company, be of value to the Company as having or holding for the Company interests, goodwill or influence or other assets and to pay the premiums on such insurance.

(bb) To establish and maintain or procure the establishment and maintenance of contributory or non contributory pension or superannuation funds for the benefit of the persons referred to below, to grant emoluments, pensions, allowances, donations, gratuities, loans and bonuses to such persons and to make payments for or towards insurance on the life or lives of such persons; to establish, subsidise, subscribe to or otherwise support any institution, association, society, club, trust, other establishment, or fund, the support of which may, in the opinion of the Company, be calculated directly or indirectly to benefit the Company or any such persons, or may be connected with any place where the Company carries on business; to institute and maintain any institution, association, society, club, trust or other establishment or profit sharing scheme, share incentive scheme or employees' share scheme calculated to advance the interests of the Company or to benefit such persons; to institute and maintain or assist in the institution or maintenance of any scheme calculated to promote the purchase or holding of shares of or securities in the Company by the public, any section thereof or such persons; and, subject to the provisions of the Companies Acts 1985 and 1989 and 2006 (as shall be in force from time to time), to lend money or make payments to, or guarantee or give an indemnity in respect of, or give any financial or other assistance to, any such persons or trustees on their behalf or any other person, for the purposes of, or to facilitate the institution or maintenance of, any such scheme; to join, participate in and subsidise or assist any association of employers or employees or any trade association; and to subscribe or guarantee money for charitable or benevolent objects or for any public, general or useful object or for any exhibition; the said persons are any persons who are or were at any time in the employment or service of the Company or any of its businesses or of any company which was or is for the time being the holding company or a subsidiary (both as defined by section 736 Companies Act 1985) or a subsidiary undertaking (as defined by sections 1159 and 1162 of the Companies Act 2006 as shall be in force from time to time) of the Company or of the Company's holding company or are or were otherwise associated with the Company or any of its businesses or who are or were at any time directors or officers of the Company or of such other company as aforesaid, or holding or who hold or has held any salaried employment or office in the Company or such other company, and the families (including former spouses) of them or any person who is or was dependant on them.

(cc) To purchase and maintain insurance for the benefit of any persons who are or were at any time directors, officers or employees of the Company or any other company which is a subsidiary or subsidiary undertaking of the Company or in which the Company has any interest, whether direct or indirect, or who are or were at any time trustees of any pension fund in which any employee of the Company or of any other such company or subsidiary undertaking are or have been interested indemnifying such persons against liability for negligence, default, breach of duty or breach of trust or any other liabilities which may be lawfully insured against.

(dd) To take, make, execute, enter into, commence, carry on, prosecute or defend all steps, claims, demands, contracts, agreements, negotiations, legal and other proceedings, compromises, arrangements and schemes, and to do all other acts, matters and things which shall at any time appear conducive or expedient for the advantage or protection of the Company.

(ee) To do all or any of the above things in any part of the world and either as principals, agents, attorneys, contractors, trustees, or otherwise, and either alone or in conjunction with others.

(ff) To do all such acts or things as are incidental or conducive to the attainment of the above objects or any of them.

It is hereby declared that:

(i) the word "company" in this clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in the United Kingdom or elsewhere, and whether now existing or hereafter to be formed; and

(ii) 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 application of the ejusdem generis rule or 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 by 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 full 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.

4. The liability of the members is limited.

5. The share capital of the Company is £1,000 divided into 1,000 shares of £1.00 each.

We, the several persons whose names, addresses and description are subscribed, are desirous of being formed into a Company in pursuance to 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.

	NAME, ADDRESS AND DESCRIPTION OF SUBSCRIBERS	Share Type	Number of shares taken by each Subscriber
1.	Mr Simon Davies 57 Marsh Avenue Long Meadow Worcester Worcestershire WR4 0HJ United Kingdom Secretary	Ordinary	1
2.	Mrs Anita Haddon-Davies 57 Marsh Avenue Long Meadow Worcester Worcestershire WR4 0HJ United Kingdom Director	Ordinary	1

Dated this 30th March 2009

COMPANY NO.

THE COMPANIES ACT 1985-2006

and the Companies Act 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

- of -

AHD DRIVING SCHOOL LTD

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1. **Preliminary**

1.1 The Regulations contained or incorporated in Table A, other than Regulations 40 and 41, 76 to 79 (inclusive), 87, 94, 95 and 118 shall, subject to the modifications set out below, apply to the Company and together with the regulations set out below, shall constitute the Articles of Association of the Company.

1.2 In these Articles unless the context otherwise requires:

"Act" means the Companies Act 1985 (**"CA 1985"**), so long as in force and any provisions of the Companies Act 2006 (**"CA 2006"**) for the time being in force, in each case, as amended;

"these Articles" means these Articles of Association in their present form or as amended from time to time in accordance with the Act;

"Member" means a member of the Company;

"shares" means shares of any class in the capital of the Company;

"Table A" means 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, The Companies Act 1985 (Electronic Communications) Order 2000, The Companies (Tables A to F) (Amendment) Regulations 2007 (so far as they apply to private companies) and The Companies (Tables A to F) (Amendment) (No. 2) Regulations 2007; and

other words and expressions which are defined in the Act or Table A have the same meanings when used in these Articles and reference to **"Regulations"** means the regulations contained in Table A.

1.3 In Regulation 1 of Table A:

(1) the words "and in the articles adopting them" shall be inserted after the word "regulations";

(2) the sentence "Any reference to any statutory provision shall be deemed to include a reference to each statutory amendment, modification, re-enactment and extension of that provision in force at the relevant time" shall be added at the end of that Regulation; and

(3) **"execution"** includes both signature under hand and execution under seal. The Company may execute any documents required by the Regulations to be under seal in accordance with section 44 CA 2006 and the Regulations shall be modified accordingly.

2. **Private Company**

2.1 The Company is a private company.

3. **Share Capital**

3.1 The authorised share capital of the Company at the date of incorporation of the Company is £1,000 divided into 1,000 shares of £1.00 each.

3.2 For the purposes of section 80 CA 1985 and subject to the provisions of Article 4.1, the directors are (so long as that section remains in force) unconditionally authorised by this Article at any time or times during the period of five years from the date of incorporation of the Company:

(a) to allot relevant securities of the Company (as defined in that section) up to the amount of the authorised but unissued share capital of the Company at the date of incorporation; and

(b) to make at any time before the expiry of the above authority any offer or agreement which would or might require relevant securities to be allotted after the expiry of that authority,

but the authority given by this Article may, subject to the Act, be renewed, revoked or varied by the Company at any time during that period by ordinary resolution and unless so renewed, revoked or varied, that authority shall expire at the end of that period.

3.3 All unissued shares or securities of the Company not comprising relevant securities shall be at the disposal of the directors who may allot, grant options over or otherwise dispose of them to such persons, at such times, and on such terms as they think fit.

4. **Allotment of Shares**

4.1 Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares, all shares shall be issued to the persons, on the terms and conditions and with the rights, priorities, privileges or restrictions in each case as provided in the resolution creating or issuing the relevant shares and/or effecting the relevant increase in the authorised share capital of the Company. In the absence of any such provision, all shares whether forming part of the existing or any increased capital shall be at the disposal of the directors who may issue them, subject to section 80 CA 1985 (so long as that section remains in force), to such persons at such times and generally on such terms and conditions and with such rights, priorities, privileges or restrictions as they may think fit. Accordingly, and in accordance with section 91 CA 1985, sections 89(1) and 90(1) - (6) inclusive CA 1985 shall not apply to the Company. When in force, in accordance with section 567 CA 2006, sections 561(1) and 562 CA 2006 shall not apply to the Company.

4.2 No shares shall be issued to any infant, bankrupt or person suffering from mental disorder (as that expression is used in Regulation 81(c)).

5. **Lien**

5.1 The lien conferred by Regulation 8 shall extend also to fully paid shares and to all shares registered in the name of any person indebted or under liability to the Company, (whether solely or jointly with any other person and whether he shall be the sole registered holder of the relevant share or shall be one of several joint holders) and shall be a first and paramount lien for all monies and liabilities owed to the Company whether presently due and payable or not.

6. **Forfeiture**

6.1 The liability of any Member in default of payment of a call shall, if the directors so direct, also include any costs and expenses suffered or incurred by the Company in respect of that non payment. Regulations 18 and 21 shall be amended accordingly.

7. **Transfer of Shares**

7.1 The directors may, in their absolute discretion and without giving any reason, refuse to register any transfer of any share whether or not it is a fully paid share. For the purposes of these Articles the expression "transfer" includes the renunciation of any allotment of shares or of any rights to subscribe for or receive an allotment of shares. The first sentence of Regulation 24 shall be modified accordingly.

8. **Transmission of Shares**

8.1 The directors may at any time give notice requiring any person entitled to a share by reason of the death or bankruptcy of the holder of that share to elect either to be registered himself in respect of the share or to transfer the share. If that notice is not complied with within 30 days of the date of that notice the directors may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share until the requirements of that notice have been complied with. Regulation 31 shall be modified accordingly.

9. **General Meetings**

9.1 No business shall be transacted at any general meeting unless a quorum is present. Subject to Article 9.2:

(a) two persons entitled to vote on the business to be transacted each being a Member, or a proxy for a Member, or a duly authorised representative of a corporate Member, shall be a quorum; and

(b) if such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting if convened on the requisition of Members shall be dissolved. In any other case, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the directors may determine. 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.

9.2 The following provisions of this Article apply if and so long as the Company has only a single Member:

(a) that Member shall be entitled at any time to call a general meeting;

(b) the quorum at any such meeting shall be one person being the Member, or a proxy for the Member, or a duly authorised representative of a sole corporate Member;

(c) the provisions of Article 9.1 as to adjournment shall not apply and, if within half an hour from the time appointed for the meeting such a quorum is not present, or if during a meeting such a quorum ceases to be present, the meeting shall be dissolved and shall not be adjourned; and

(d) if the single Member takes any decision which may be taken by the Company in general meeting and which has effect as if agreed by the Company in general meeting, the single Member shall (unless the decision is taken by way of a written resolution) provide the Company with a written record of that decision (but failure to do so shall not affect the validity of the relevant decision).

9.3 Regulation 37 shall be modified by the deletion of its second sentence.

9.4 At any general meeting of the Company, a poll may be demanded by one or more Members present in person or by proxy and having the right to vote at the meeting. Sub paragraphs (b), (c) and (d) of Regulation 46 shall be modified accordingly.

10. **Appointment and Removal of Directors**

10.1 No business shall be transacted at any meeting of the directors unless a quorum is present. Subject to 10.3, the quorum for the transaction of the business of the directors shall be two.

10.2 Subject to Article 10.3, the minimum number of directors shall be two.

10.3 If and so long as the Company has only a single director the minimum number of directors shall be one and a sole director shall constitute a quorum for the transaction of the business of the directors and shall have and exercise all the powers, duties and discretions conferred on or vested in the directors by these Articles. Regulations 64 and 89 shall be modified accordingly in these circumstances.

10.4 Subject as otherwise provided by these Articles, the Company may by ordinary resolution appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director.

10.5 The directors may also appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director, provided that the appointment does not cause the number of directors to exceed any number fixed by or in accordance with these Articles as the maximum number of directors.

10.6 In addition and without prejudice to the provisions of sections 168 and 169 CA 2006, the Company may by ordinary resolution remove any director before the expiry of his period of office and may, if thought fit, by ordinary resolution appoint another person in his place. Removal of a director in accordance with this Article shall be without prejudice to any claim that director may have for damages for breach of any contract between him and the Company.

11. **Powers and Proceedings of Directors**

11.1 Any director or member of a committee of the directors may participate in a meeting of the directors or that committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other. Participation in a meeting in this manner shall be deemed to constitute presence in person at that meeting.

11.2 (a) The provisions of this Article shall apply in relation to the exercise of the power of the Directors to authorise any matter which would or might otherwise constitute or give rise to a breach of the duty of a Director under section 175(1) CA 2006 to avoid a situation in which he has, or can have, a Direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company.

(b) In this Article and Articles 11.3, 11.4, 11.5 and 11.6:

"authorise" means to authorise in accordance with section 175(5)(a) CA 2006 and **"authorisation"**, **"authorised"** and cognate expressions shall be construed accordingly;

"conflicted Director" means a Director in relation to whom there is a conflicting matter;

"conflicting matter" means a matter which would or might constitute or give rise to a breach of the duty of a Director under section 175(1) CA 2006 to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company.

(c) The provisions of this Article apply without prejudice (and subject) to the provisions of section 175(6) CA 2006. Nothing in these Articles shall invalidate an authorisation.

(d) A conflicted Director seeking authorisation of his conflicting matter shall disclose to the Directors the nature and extent of his conflicting matter as soon as is reasonably practicable. The conflicted Director shall provide the Directors with such details of his conflicting matter as are necessary for the directors to decide how to address the conflicting matter, together with such additional information as may be requested by the Directors.

(e) Any Director (including the conflicted Director) may propose that a conflicted Director's conflicting matter be authorised. Such proposal, and any authorisation given by the Directors, shall be effected in the same way as any other matter may be proposed to and resolved upon by the Directors under of the provisions of these Articles, save that:

(i) the conflicted Director and any other interested Director shall not count towards the quorum nor vote on any resolution giving such authorisation; and

(ii) the conflicted Director and any other interested Director may, if the Directors so decide, be excluded from any meeting of the Directors while the conflicting matter and the giving of such authorisation are under consideration.

(f) Where the Directors authorise a conflicted Director's conflicting matter:

(i) the Directors may (whether at the time of giving the authorisation or subsequently):

(1) require that the conflicted Director is excluded from the receipt of information, the participation in discussions and/or the making of decisions (whether at meetings of the Directors or otherwise) related to the conflicting matter; and

(2) impose on the conflicted Director such other terms or conditions for the purpose of dealing with any actual or potential conflict of interest which may arise from the conflicting matter as they may determine;

(ii) the conflicted Director will be obliged to conduct himself in accordance with any terms or conditions imposed by the Directors pursuant to the authorisation;

(iii) the Directors may provide that, where the conflicted Director obtains (otherwise than through his position as a Director) information that is confidential to a third party, the conflicted Director will not be obliged to disclose the information to the Company, or to use or apply the information in relation to the Company's affairs, where to do so would amount to a breach of that confidence;

(iv) the terms of the authorisation shall be recorded in writing (but the authorisation shall be effective whether or not the terms are so recorded); and

(v) the Directors may revoke or vary the authorisation at any time but this will not affect anything done by the conflicted Director prior to such revocation in accordance with the terms of the authorisation.

11.3 A conflicted Director shall not, by reason of his office or of the fiduciary relationship thereby established, be liable to account to the Company for any benefit which he (or a person connected with him) derives from a conflicting matter authorised by the Directors and no transaction or arrangement shall be liable to be avoided on the grounds of any such benefit.

11.4 (a) A Director who has directly or indirectly an interest or a duty in a matter which is material and which conflicts or may conflict with the interests of the Company may, notwithstanding his interest or duty, vote on the matter and be included for the purposes of a quorum at any meeting at which the matter is considered provided that:

(i) he has disclosed the nature and extent of his interest or duty giving rise to his conflict of interest; and

(ii) where his conflict of interest is constituted by or arises from a conflicting matter of his, that conflicting matter has been authorised and the Director has not been required to be excluded from participation in discussions and/or the making of decisions related to the matter.

Compliance with sections 177 and 182 CA 2006 shall be sufficient disclosure by a Director for the purpose of Regulations 85 and 86.

(b) If a question arises at a meeting of the Directors about whether a Director (other than the chairman of the meeting) has an interest which is likely to give rise to a conflict of interest or if he can vote or be counted in the quorum, and the Director does not agree to abstain from voting on the issue or not to be counted in the quorum, the question must be referred to the chairman of the meeting. The ruling of the chairman of the meeting about any other Director is final and conclusive, unless the nature or extent of the Director's interest (so far as it is known to him) has not been fairly disclosed to the Directors. If the question arises regarding the chairman of the meeting, the question shall be decided by a resolution of the Directors. The chairman of the meeting cannot vote on the question but can be counted in the quorum. The Directors' resolution about the chairman of the meeting is conclusive, unless the nature and extent of the chairman's interest (so far as it is known to him) has not been fairly disclosed to the Directors. Regulation 98 shall be modified accordingly.

11.5 The Company may by ordinary resolution ratify any transaction or arrangement which has not been properly authorised by reason of a contravention of these Articles.

11.6 For the purposes of Regulation 85, and Articles 11.4 and 11.5:

(a) an interest or duty is **"material"** unless it cannot reasonably be regarded as likely to give rise to a conflict of interest; and

(b) a **"conflict of interest"** includes a conflict of interest and duty and a conflict of duties.

11.7 The directors may exercise all the powers of the Company conferred by the Memorandum to pay and/or provide pensions, annuities, gratuities, superannuation and other allowances, benefits, advantages, facilities and services both for persons who are or have been directors of, or who are or have been employed by, the Company or by any subsidiary or associated company of the Company and their dependants and relatives and the directors are entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers. Regulation 87 shall not apply to the Company.

11.8 The directors shall be entitled to such remuneration (if any) by way of fee as shall from time to time be determined by resolution of the directors and the directors (including alternate directors) shall also be entitled to be paid their reasonable travelling, hotel and other expenses of attending and returning from meetings of the Company or otherwise incurred while engaged on the business of the Company or in the discharge of their duties. Regulations 82, 83 and 84 shall be amended accordingly.

11.9 Any director who, by request of the directors, performs special services for any purpose of the Company which in the opinion of the directors is outside the normal scope of that director's duties shall receive such extra remuneration by way of salary, percentage of profits or otherwise as the directors may determine, which shall be charged as part of the Company's ordinary revenue expenses.

12. Alternate Directors

12.1 The following provisions apply to the Company by way of variation of Regulations 65 to 69 inclusive:

(a) the appointment of an alternate director shall automatically terminate on the happening of any event which, if he were a director, would cause him to vacate the office of director or if his appointor ceases for any reason to be a director otherwise than by retiring and being re appointed at the same Meeting;

(b) the Company shall reimburse each alternate director for all expenses which would properly be repaid to him if he had been a director;

(c) an alternate director shall be entitled to be indemnified by the Company to the same extent as if he were a director; and

(d) a director or any other person may act as alternate director to represent more than one director. An alternate director shall be entitled at Meetings of the directors or any committee of the directors to one vote for every director whom he represents in addition to his own vote (if any) as a director. Regulation 88 shall be modified accordingly.

13. **Rights of Majority Shareholder(s)**

13.1 (a) The holder or holders of a majority in nominal value of that part of the issued share capital of the Company which confers the right for the time being to attend and vote at all general meetings of the Company (the "Majority Shareholder(s)") shall have power at any time from time to time (by notice in writing to the Company signed by or on behalf of the Majority Shareholder(s) and left at or sent by recorded delivery post, or by international recorded post if overseas, to the registered office of the Company) to appoint any person to be a director of the Company but so that the total number of directors shall not at any time exceed any maximum number which may be fixed in accordance with these Articles.

(b) In addition and without prejudice to the provisions of section 168 of the Act, the Majority Shareholder(s) shall have power at any time from time to time (by notice in writing to the Company and to the director concerned signed by or on behalf of the Majority Shareholder(s) and left at or sent by recorded delivery post, or by international recorded post if overseas, to the registered office of the Company) to remove any director before the expiry of his period of office. Such removal shall be without prejudice to any claim that director may have for damages for breach of any contract between him and the Company.

(c) The notices to be given under paragraphs (a) or (b) above may consist of several documents which together achieve the required majority.

14. **Notices**

14.1 Any notice to be given to or by any person for the purposes of these Articles shall be in writing except that a notice to a director need not be in writing.

14.2 In Regulation 112 the words **"first class"** shall be inserted before the words **"post in a prepaid envelope"**. The provisions of Regulation 112 as so varied shall (with only the necessary changes) apply also to written notices to directors.

14.3 Where a notice is sent by first class post, service of the notice shall be deemed to be effected by properly addressing, pre paying and posting a letter containing the notice and to have been effected in the case of a notice of a meeting 24 hours after the letter containing the notice of meeting is posted. A notice sent by electronic communication shall be deemed to be given at the time it is transmitted to the person to whom it is addressed.

15. **Indemnity**

15.1 To the fullest extent permitted by law:

(a) every director, alternate director, secretary or other officer of the Company or of any other company which is a subsidiary of the Company shall be entitled to be indemnified out of the assets of the Company against all costs, charges, losses, damages and liabilities incurred by him in the actual or purported execution or discharge of his duties or exercise of his powers or otherwise in relation thereto, including (without limitation) any liability incurred in defending any proceedings (whether civil or criminal) which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company or of any other company which is a subsidiary of the Company, but in each case without prejudice to any indemnity to which he may be otherwise entitled;

(b) the Directors may authorise loans by the Company to any director, alternate director, secretary or other officer of the Company or of any other company which is a subsidiary of the Company for the purposes of meeting any liability incurred in defending any proceedings referred to in Article 15.1(a) above; and

(c) the Directors may purchase and maintain insurance at the expense of the Company for the benefit of any person who is or was at any time a director or other officer or employee of the Company or of any other company which is a subsidiary of the Company indemnifying that person against any liability which may attach to him or loss or expenditure which he may incur in relation to anything done or alleged to have been done or omitted to be done as a director, officer or employee.

NAME, ADDRESS AND DESCRIPTION OF SUBSCRIBERS

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   Director

Dated this 30th March 2009