

FILE COPY



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

Company No. 4241161

The Registrar of Companies for England and Wales hereby certifies that  
K & S (429) 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 26th June 2001



\*N042411616\*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*  
— for the record —

HC007B

Package: 'Laserform'  
by Laserform International Ltd.

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Please complete in typescript,  
or in bold black capitals.

CHFP025

## Declaration on application for registration


Company Name in full

K & S (429) LIMITED

I, DENIS HALL

of THE BRAMPTON, NEWCASTLE-UNDER-LYME, STAFFORDSHIRE  
ST5 0QW

† Please delete as appropriate.

 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 4 AUGUSTINE CLOSE, STONE, STAFFORDSHIRE

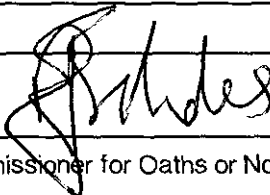
Day Month Year

On 21 06 2001

● Please print name.

before me ● RICHARD JULIAN SCHOLES

Signed



Date 21st June 2001

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

Please give the name, address, telephone number and, if available, a DX number and Exchange of the person Companies House should contact if there is any query.

Knight & Sons  
The Brampton, Newcastle-under-Lyme, Staffordshire, ST5 0QW  
Tel 01782 619225  
DX number DX 711120 DX exchange Newcastle-under-Lyme 7



A12 \*ACD2F1R8\* 0474  
COMPANIES HOUSE 23/06/01

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**

Package: 'Laserform'  
by Laserform International Ltd.

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10

Please complete in typescript,  
or in bold black capitals.

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

CHFP025

Notes on completion appear on final page

04241161

**Company Name in full**

K & S (429) LIMITED

**Proposed Registered Office**

KNIGHT & SONS, THE BRAMPTON

(PO Box numbers only, are not acceptable)

Post town

NEWCASTLE-UNDER-LYME

County / Region

STAFFORDSHIRE

Postcode

ST5 0QW

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

Please give the name, address,  
telephone number and, if available,  
a DX number and Exchange of  
the person Companies House should  
contact if there is any query.

Knigh & Sons  
The Brampton, Newcastle-under-Lyme, Staffordshire, ST5  
0QW  
  
Tel 01782 619225  
DX number DX 711120 DX exchange Newcastle-under-Lyme 7



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COMPANIES HOUSE 23/05/01

Laserform International 12/99

When you have completed and signed the form please send it to the  
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**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**

**Company Secretary** (see notes 1-5)

Company name

[Empty box for company name]

**NAME** \*Style / Title

[Empty box for name style]

\*Honours etc

[Empty box for honours]

\* Voluntary details

Forename(s)

K & S SECRETARIES LIMITED

Surname

[Empty box for surname]

Previous forename(s)

[Empty box for previous forename]

Previous surname(s)

[Empty box for previous surname]

**Address**

THE BRAMPTON

*Usual residential address*

For a corporation, give the registered or principal office address.

[Empty box for address line 2]

Post town

NEWCASTLE-UNDER-LYME

County / Region

STAFFORDSHIRE

Postcode

ST5 0QW

Country

ENGLAND

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

**Consent signature**

*D. J. Miller  
for and on behalf of  
K & S Secretaries Limited*

Date

*21 June 2001*

**Directors** (see notes 1-5)

Please list directors in alphabetical order

**NAME** \*Style / Title

[Empty box for name style]

\*Honours etc

[Empty box for honours]

Forename(s)

K & S DIRECTORS LIMITED

Surname

[Empty box for surname]

Previous forename(s)

[Empty box for previous forename]

Previous surname(s)

[Empty box for previous surname]

**Address**

THE BRAMPTON

*Usual residential address*

For a corporation, give the registered or principal office address.

[Empty box for address line 2]

Post town

NEWCASTLE-UNDER-LYME

County / Region

STAFFORDSHIRE

Postcode

ST5 0QW

Country

ENGLAND

**Date of birth**

Day Month Year  
[Empty boxes for date of birth]

**Nationality**

[Empty box for nationality]

**Business occupation**

[Empty box for business occupation]

**Other directorships**

[Empty box for other directorships]

[Empty box for other directorships]

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

**Consent signature**

*D. J. Miller  
for and on behalf of  
K & S Directors Limited*

Date

*21 June 2001*

**Directors**

(continued)

(see notes 1-5)

\* Voluntary details

**NAME** \*Style / Title

\*Honours etc

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

**Address**

*Usual residential address*

For a corporation, give the registered or principal office address.

Post town

County / Region

Postcode

Country

Day Month Year

**Date of birth**

**Nationality**

**Business occupation**

**Other directorships**

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

**Consent signature**

**Date**

**This section must be signed by**

*Either*

**an agent on behalf of all subscribers**

**Signed**

**Date**

**Or the subscribers**

*(i.e. those who signed as members on the memorandum of association).*

**Signed**

**Date**

**Signed**

**Date**

**Signed**

**Date**

**Signed**

**Date**

**Signed**

**Date**

**Signed**

**Date**

D. J. Mills  
for and on behalf of  
KTS Secretaries Limited

21 June 2001

D. J. Mills  
for and on behalf of  
KTS Secretaries Limited

21 June 2001

## Notes

1. Show for an individual the full forename(s) NOT INITIALS and surname together with any previous forename(s) or surname(s).

If the director or secretary is a corporation or Scottish firm – show the corporate or firm name on the surname line.

Give previous forename(s) or surname(s) except that:

- for a married woman, the name by which she was known before marriage need not be given,
- names not used since the age of 18 or for at least 20 years need not be given.

A peer, or an individual known by a title, may state the title instead of or in addition to the forename(s) and surname and need not give the name by which that person was known before he or she adopted the title or succeeded to it.

Address:

Give the usual residential address.

In the case of a corporation or Scottish firm give the registered or principal office.

Subscribers:

The form must be signed personally either by the subscriber(s) or by a person or persons authorised to sign on behalf of the subscriber(s).

2. Directors known by another description:

- A director includes any person who occupies that position even if called by a different name, for example, governor, member of council.

3. Directors details:

- Show for each individual director the director's date of birth, business occupation and nationality.

**The date of birth must be given for every individual director.**

4. Other directorships:

- Give the name of every company of which the person concerned is a director or has been a director at any time in the past 5 years. You may exclude a company which either **is** or at **all times during the past 5 years, when the person was a director, was:**
- dormant,
- a parent company which wholly owned the company making the return,
- a wholly owned subsidiary of the company making the return, or
- another wholly owned subsidiary of the same parent company.

If there is insufficient space on the form for other directorships you may use a separate sheet of paper, which should include the company's number and the full name of the director.

5. Use Form 10 continuation sheets or photocopies of page 2 to provide details of joint secretaries or additional directors.

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THE COMPANIES ACTS 1985

A PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

K & S (429) LIMITED

1. The Company's name is "K & S (429) LIMITED"
2. The Company's registered office is to be situated in England and Wales
3. The Company's objects are:-
  - 3.1.1 To carry on the business of a holding company in all its branches, and to acquire by purchase, lease, concession, grant, licence, or otherwise deal, in such businesses, options, rights, privileges, lands, buildings, leases, underleases, stocks, shares, debentures, bonds, obligations, securities, reversionary interests, annuities, policies of assurance and other property and rights and interests in property as the Company shall deem fit, and generally to hold, manage, develop, lease, sell or dispose of the same, and to vary any of the investments of the Company, and to enter into, assist or participate in financial, commercial, mercantile, industrial and other transactions, undertakings and business of every description
  - 3.1.2 To co-ordinate the policy and administration of any subsidiary companies or any companies of which the Company is a member or which are in any manner controlled by the Company
  - 3.2 To carry on any other trade or business which may seem to the Company capable of being conveniently carried on in connection with the objects specified in clause 3.1 hereof or calculated directly or indirectly to enhance the value of or render profitable any of the property or rights of the Company
  - 3.3 To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof



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COMPANIES HOUSE 23/06/01

- 3.4 To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above
- 3.5 To borrow or raise or secure the payment of money in such manner as the Company shall think fit for the purposes of or in connection with the Company's business, and, for the purposes of or in connection with the borrowing or raising of money by the Company, to become a member of any building society
- 3.6 For the purposes of or in connection with the business of the Company to mortgage and charge the undertaking and all or any of the real and personal property and assets, present and future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurances. To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly
- 3.7 To receive money on deposit or loan upon such terms as the Company may approve
- 3.8 To lend money to any company, firm or person and to give all kinds of indemnities and either with or without the Company receiving any consideration or advantage, direct or indirect, for giving any such guarantee, and, whether or not such guarantee is given in connection with or pursuant to the attainment of the objects herein stated, to guarantee, either by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets present and future and uncalled capital of the Company or by both such methods, the performance of the obligations and the payment of the capital or principal (together with any premium) of and dividends or interest on any debenture, stocks, shares or other securities of any company, firm or person and in particular (but without limiting the generality of the foregoing) any company which is for the time being the Company's holding or subsidiary company or otherwise associated with the Company in business
- 3.9 To establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension or superannuation funds for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances, or emoluments to any persons who are or were at any time in the employment or service of the Company or of any company which is for the time being the Company's holding or subsidiary company or otherwise associated with the Company in business or who are or were at any time directors or officers of the Company or of any such other company as aforesaid, and the wives, widows, families and dependants of any such persons, and also to establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company as aforesaid, or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object; and to establish, set up, support and maintain share purchase schemes or profit sharing schemes for the benefit of any employees of the Company, or of any



company which is for the time being the Company's holding or subsidiary company and to do any of the matters aforesaid, either alone or in conjunction with any such other company as aforesaid

- 3.10 To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments
- 3.11 To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined
- 3.12 To pay for any property or rights acquired by the Company, either in cash or fully or partly paid-up shares with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting 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
- 3.13 To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, 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 or special rights or restrictions in respect of dividend, repayment of capital, voting 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, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired
- 3.14 To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of the Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company
- 3.15 To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of the Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of the Company, and to acquire and hold or dispose of shares, stock or securities and guarantee the payment of dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company
- 3.16 To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which the Company is authorised to carry on or possessed of property suitable for the purposes of the Company, or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company
- 3.17 To sell, improve, manage, develop, turn to account, exchange, let on rent, grant royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit

- 3.18 To amalgamate with any other company whose objects are or include objects similar to those of the Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding-up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner
- 3.19 To subscribe for, purchase or otherwise acquire, and hold shares, stock, debentures or other securities of any other company
- 3.20 To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal 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
- 3.21 To give such financial assistance directly or indirectly for the purpose of the acquisition of shares in the Company or the Company's holding company or for the purpose of reducing or discharging any liability incurred by any person for the purpose of the acquisition of shares in the Company or the Company's holding company as may be lawful
- 3.22 To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise
- 3.23 To do all such things as are incidental or conducive to the above objects or any of them

And it is hereby declared that, save as otherwise expressly provided, each of the paragraphs of this clause shall be regarded as specifying separate and independent objects and accordingly shall not be in anywise limited by reference to or inference from any other paragraph or the name of the Company and the provisions of each such paragraph shall, save as aforesaid, be carried out in as full and ample a manner and construed in as wide a sense as if each of the paragraphs defined the objects of a separate and distinct company

4. The liability of the members is limited
5. The Company's share capital is £10,000 divided into 10,000 shares of £1 each

We, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum; and we agree to take the number of shares shown opposite our names

**NAMES AND ADDRESSES OF SUBSCRIBERS**

**Number of Shares taken by each Subscriber**

DEREK MILLER  
for and on behalf of  
K & S Directors Limited  
The Brampton  
Newcastle-under-Lyme  
Staffordshire  
ST5 OQW

*D. J. Miller*

One

DEREK MILLER  
for and on behalf of  
K & S Secretaries Limited  
The Brampton  
Newcastle-under-Lyme  
Staffordshire  
ST5 OQW

*D. J. Miller*

One

Total shares taken

Two

DATED

*21 June 2001*

Witness to the above signatures:

HARJINDER KAUR  
The Brampton  
Newcastle-under-Lyme  
Staffordshire  
ST5 OQW  
Trainee Solicitor

*H. Kaur*

**THE COMPANIES ACTS 1985 AND 1989**  
**PRIVATE COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**

of

**K & S (429) LIMITED**

**PRELIMINARY**

1. The Company is a private company and accordingly no shares or debentures of the Company may be offered to the public
2. The regulations contained or incorporated in Table A set out in the schedule to the Companies (Tables A to F) Regulations 1985 (as amended by the Companies (Tables A to F) (Amendment) Regulations 1985) shall apply to the Company save in so far as they are excluded or varied and the articles hereinafter contained shall be the regulations of the Company
3. In these Articles the expression "the Act" means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force
4. The following regulations of Table A shall not apply to the Company videlicet : 8, 24, 40, 41, 60, 64, 73, 74, 75, 81, 89, 94 and 95
5. In regulation 1 of Table A between the words "regulations" and "the Act", the words "and in any regulations adopting the same" shall be inserted

**ALLOTMENT OF SHARES**

- 6.1 The directors are unconditionally authorised for the purposes of section 80 of the Act, to exercise any power of the Company to allot shares up to the amount of the original or any increased share capital of the Company at any time or times during the period of five years from the date of incorporation
- 6.2 The directors are also unconditionally authorised for the purposes of section 80 of the Act to allot redeemable shares up to the amount of the original or any increased redeemable share capital of the Company at any time or times during the period of five years from the date of incorporation  
  
Any shares so allotted shall be subject to such terms as to redemption and premium on redemption, participation in profits and as to voting as the members shall from time to time by special resolution decide but shall conform to the provisions of sections 150 to 161 and 170 to 172 of the Act
- 6.3 In accordance with section 91(1) of the Act sections 89(1) and 90(1) to (6) inclusive of the Act shall not apply to the Company

- 6.4 Subject to section 80 of the Act after the initial allotment any shares proposed to be issued shall first be offered to the members in proportion as nearly as may be to the nominal value 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 shares offered to them; such further offer shall be made in like terms 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 to the subscribers thereof than the terms on which they were offered to the members

#### **PURCHASE OF OWN SHARES**

7. Subject to the provisions of section 162 of the Act the Company may with the sanction of an ordinary resolution purchase its own shares (including any redeemable shares) on such terms as the directors may think fit and make a payment in respect of the redemption or purchase of such shares otherwise than out of the distributable profits of the Company or the proceeds of a fresh issue of shares and subject to the provisions of sections 173 to 175 of the Act

#### **TRANSFER OF SHARES**

- 8.1 A transfer of a share need not be executed by or on behalf of the transferee, and regulation 23 of Table A shall be modified accordingly
- 8.2 The directors may, in their absolute discretion and without assigning any reason therefor, decline to register the transfer of a share whether or not it is a fully paid share

#### **LIEN**

9. The Company shall have a first and paramount lien on every share for all monies (whether presently payable or not) called or payable at a fixed time in respect of that share and the Company shall also have a first and paramount lien on all shares standing registered in the name of a single person for all monies presently payable by him or his estate to the Company, but the directors may at any time declare any share to be wholly or in any part exempt from the provisions of this Article. The Company's lien (if any) on a share shall extend to all dividends payable thereon

#### **NOTICE OF GENERAL MEETINGS**

10. 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 notice of all other communications relating to any general meeting which any member is entitled to receive shall be sent to the directors and to the auditors for the time being of the Company

## **QUORUM OF MEMBERS**

- 11.1 No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. Two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum
- 11.2 If a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place or such time and place as the directors may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for such adjourned meeting, it shall be dissolved

## **PROCEEDINGS AT GENERAL MEETINGS**

- 12.1 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by the chairman or by any member present in person or by proxy

Unless a poll be so demanded a declaration by the chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost or not carried by a particular majority and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution

The demand for a poll may be withdrawn

- 12.2 Subject to the provisions of the Act any resolution in writing signed by all the members for the time being entitled to receive notice of and attend and vote at general meetings, or by their duly appointed attorneys, shall be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held. Any such resolution may consist of several instruments in the like form each executed by or on behalf of one or more of the members or their attorneys

## **VOTES OF MEMBERS**

13. Subject to any special rights or restrictions for the time being attached to any special class of shares in the capital of the Company, on a show of hands every member personally present shall have one vote only and in the case of a poll every member who is present in person or by proxy shall have one vote for each share held by him

## **PROXY**

14. The instrument appointing a proxy shall be in writing in any usual or common form, or such other form as may be approved by the directors, and shall be signed by the appointer

or his attorney, duly authorised in writing, or if the appointer is a corporation shall be either under its common seal or under the hand of an officer or attorney so authorised. An instrument of proxy need not be witnessed

## **DIRECTORS**

- 15.1 The number of directors shall be determined by the Company in general meeting but unless and until so fixed the minimum number of directors shall be one and there shall be no maximum number
- 15.2 A director shall not require any share qualification, but shall nevertheless be entitled to attend and speak at any general meeting of the Company or at any separate meeting of the holders of any class of shares of the Company
- 15.3 Any person may be appointed or elected as a director irrespective of whether or not he has attained the age of seventy years or any other age, and no director shall be required to vacate his office by reason of his attaining or having attained the age of seventy years or any other age
- 15.4 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 or these Articles expressed to be vested in the directors generally
- 15.5 The directors may, by power of attorney or otherwise appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers

## **ALTERNATE DIRECTORS**

- 16.1 Each director shall have the power to nominate any other director or any person approved for that purpose by resolution of the board to act as alternate director in his place during his absence, and at his discretion to revoke such nomination, and on such appointment being made, each alternate director whilst so acting shall be entitled to exercise or discharge all the functions, powers and duties and undertake all the liabilities and obligations of the director he represents but shall not be entitled to receive any remuneration from the Company. An alternate director shall have one vote for each director he represents, in addition to his own vote if he is a director, but shall not be counted more than once in the quorum. A nomination as an alternate director shall ipso facto be revoked if the appointer ceases for any reason to be a director
- 16.2 Notice of all board meetings shall be sent to every alternate director as if he were a director of the Company until revocation of his appointment
- 16.3 The appointment of an alternate director shall be revoked and the alternate director shall cease to hold office whenever the director who appointed such alternate director shall give notice in writing to the Secretary of the Company that he revokes such appointment

## **POWERS AND DUTIES OF DIRECTORS**

17. The directors shall cause minutes to be made in books provided for the purpose:

- 17.1 of the names of the directors present at each meeting of the directors and any meeting of any committee of the directors;
- 17.2 of all resolutions and proceedings at all meetings of the Company and of the directors and of any committee of the directors
- 17.3 of all appointments of officers made by the directors;
- 17.4 of all documents sealed with the common seal of the Company

#### **PROCEEDINGS OF DIRECTORS**

- 18.1 The directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. A director may at any time, and the secretary on the requisition of a director shall, summon a meeting of the directors
- 18.2 A resolution in writing signed by all the directors shall be as valid and effectual as if it had been passed at a meeting of the directors duly convened and held

#### **QUORUM OF DIRECTORS**

19. The directors may from time to time fix a quorum necessary for the transaction of business at meetings of the directors and unless so fixed the quorum shall be two except when the number of directors is, without contravention of Article 15, one, or, when the only business of the meeting is to convene a meeting of the members, when the quorum shall be one

#### **DIRECTORS' BORROWING POWERS**

20. The directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and subject to section 80 of the Act, to issue and create mortgages, charges, memoranda of deposits, debentures, debenture stock and other securities whether outright or as security for any debts, liability or obligation of the Company or any third party

#### **INTEREST OF DIRECTORS**

21. A director may, notwithstanding his interest, vote in respect of any contract or arrangement with the Company in which he is interested, directly or indirectly, and be taken into account for the purposes of a quorum at a meeting at which such contract or arrangement is considered, and retain for his own absolute use and benefit all profits and advantages accruing to him therefrom

#### **ROTATION OF DIRECTORS**

22. Directors shall not be liable to retire by rotation



## **DIRECTORS' GRATUITIES AND PENSIONS**

23. The directors on behalf of the Company may exercise the powers of the Company conferred by clause 3.9 of the Memorandum of Association of the Company and regulation 87 of Table A to provide benefits with regards to gratuities, pensions and insurances for any director or member of his family

## **DISQUALIFICATION OF DIRECTORS**

24. The office of director shall be vacated if the director:
- 24.1 ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a director;
  - 24.2 becomes bankrupt or makes any arrangement or composition with his creditors generally; or becomes of unsound mind;
  - 24.3 resigns his office by notice in writing to the Company;
  - 24.4 is absent from directors' meetings for six consecutive calendar months without reasonable excuse and without the consent of the other directors and they resolve that he vacate office

## **INDEMNITY**

25. Every director or other officer or auditor of the Company for the time being shall be entitled to be indemnified out of the assets of the Company against all costs, charges, expenses, 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 judgement is given in his favour or in which he is acquitted, or in connection with any application under section 144 or 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 insofar as its provisions are not avoided by section 310 of the Act

**NAMES AND ADDRESSES OF SUBSCRIBERS**

**Number of Shares taken by  
each Subscriber**

DEREK MILLER  
for and on behalf of  
K & S Directors Limited  
The Brampton  
Newcastle-under-Lyme  
Staffordshire  
ST5 OQW

*D. J. Miller*

One

DEREK MILLER  
for and on behalf of  
K & S Secretaries Limited  
The Brampton  
Newcastle-under-Lyme  
Staffordshire  
ST5 OQW

*D. J. Miller*

One

Total shares taken

Two

DATED

*21 June 2001*

Witness to the above signatures:

HARJINDER KAUR  
The Brampton  
Newcastle-under-Lyme  
Staffordshire  
ST5 OQW  
Trainee Solicitor

*HKaur*