

**DEVELOPING COUNTRIES INVESTMENT LIMITED**

Minutes of a Meeting of the Board of Directors held at 8 Canada Square, London, E14 5HQ on Thursday, 3 January 2013

PRESENT R H Musgrove (Chairman)  
H E Shepherd (Representing Canada Water Nominees (UK) Limited)

12/03 **PROPOSED STRIKING OFF**

It was reported to the meeting that it was considered appropriate for an application to be made to the Registrar of Companies to strike off the Company from the Register, pursuant to Section 1003 of the Companies Act 2006 (the "Act")

It was noted that no unrecognised liabilities or unexpired warranties or indemnities had been identified and that the Company had not undertaken any of the activities detailed under Section 1004 of the Act in the previous three months

After due care and consideration IT WAS RESOLVED

THAT a Deed of Assignment, a copy of which was presented to the meeting, whereby the Company conveys unto its immediate parent, HSBC Bank plc, all properties and assets legally or beneficially held by the Company of whatever nature or kind which may exist, be and is hereby approved in the form presented to the meeting and be executed for and on behalf of the Company by any two Directors or any one Director and the Secretary,

THAT an application be made to the Registrar of Companies to strike off the Company in accordance with Section 1003 of the Act (the "Application"), and

THAT all of the Directors be and are hereby authorised to sign Form DS01 and to do, or cause to be done, on behalf of the Company, any and all things, on behalf of the Company, necessary and pursuant to the Application

  
CHAIRMAN

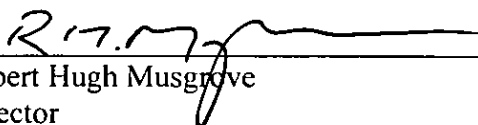


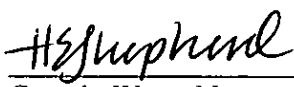
**DEED OF ASSIGNMENT**

Developing Countries Investment Limited ("the Assignor") hereby conveys, assigns, grants, transfers and releases unto its parent company, HSBC Bank plc ("the Assignee")

- 1 all monies due or to become due to the Assignor from the Assignee,
- 2 all and singular the property and assets both moveable and immovable and tangible (if any) of or belonging to the Assignor or whatever nature or kind and wheresoever situate to hold unto the Assignee as to freehold hereditaments in fee simple and as to leasehold hereditaments for the respective residues of the terms of years for which the said were heretofore respectively held by the Assignor and as to all other property rights interests and benefits assured absolutely,
3. any property and assets (if any) now held by the Assignor upon trust to hold the same unto the Assignee to hold upon and subject to the same trusts and conditions upon which the same are held by the Assignor, and
- 4 any other property and assets (if any), whether or not registered in the name of the Assignor, to which the Assignor may be legally or beneficially entitled, particulars or full particulars of which are not in the possession of the Assignor

Executed as a Deed under hand, for and on behalf of Developing Countries Investment Limited on the 3<sup>rd</sup> day of January 2013 by -

  
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Robert Hugh Musgrove  
Director

  
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Canada Water Nominees (UK) Limited  
(represented by H E Shepherd)  
Director