

# File Copy



## CERTIFICATE OF INCORPORATION OF A PUBLIC LIMITED COMPANY

Company No. 06650343

The Registrar of Companies for England and Wales hereby certifies that  
TOWAH PLC

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

Given at Companies House on 18th July 2008



\*N06650343E\*



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

**6650343**

Company name

**TOWAH PLC**

I,

**TOR ANDERS PETTEROE**

of

**LINEVEIEN 7  
SELLEBAKK  
NORWAY  
N-1655**

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: **17/07/2008**



*Company Name  
in full:* **TOWAH PLC**

*Proposed Registered  
Office:* **6TH FLOOR 52-54 GRACECHURCH STREET  
LONDON  
ENGLAND  
EC3V 0EH**

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

*Agent's Name:* **GETCO OFFSHORE LIMITED GETCO OFFSHORE LIMITE**  
*Agent's Address:* **6TH FLOOR  
52/54 GRACECHURCH STREET  
LONDON  
ENGLAND  
EC3V 0EH**

***Company Secretary***

*Name* **STEPHEN RICHARD PAGE**

*Address:* **66 CANTERBURY AVENUE  
SIDCUP  
KENT  
UNITED KINGDOM  
DA15 9AS**

*Consented to Act:* **Y** *Date authorised* **18/07/2008** *Authenticated:* **YES**

## *Director 1:*

*Name*            **MR TOR ANDERS PETTEROE**

*Address:*      **LINEVEIEN 7  
SELLEBAKK  
NORWAY  
N-1655**

*Nationality:*   **NORWEGIAN**

*Business occupation:*   **CEO TOWAN GROUP LTD**

*Date of birth:*   **07/05/1955**

*Consented to Act:* **Y**        *Date Authorised:* **18/07/2008**   *Authenticated:* **YES**

---

## *Director 2:*

*Name*            **MR ROBERT FLOHR**

*Address:*      **94 COLEYTOWN ROAD  
WESTPORT  
CONNECTICUT  
USA  
06880**

*Nationality:*   **AMERICAN**

*Business occupation:*   **MANAGEMENT CONSULTANT**

*Date of birth:*   **11/06/1947**

*Consented to Act:* **Y**        *Date Authorised:* **18/07/2008**   *Authenticated:* **YES**

---

## *Authorisation*

*Authoriser Designation:* **subscriber**

*Date Authorised:* **17/07/2008**

*Authenticated:* **Yes**

PUBLIC COMPANY LIMITED BY SHARES

---

**MEMORANDUM OF ASSOCIATION**

**-OF-**

**TOWAH PLC**

---

1. The Company's name is TOWAH PLC
2. The Company is to be a Public Company.
3. The Company's Registered Office is to be situated in England and Wales.
4. The Company's objects: -
  - (a) To carry on such other business or trade as the Directors of the Company may from time to time consider can be conveniently or advantageously carried on by the Company in furtherance of any of its objects.
  - (b) To buy, take on lease, or in exchange, hire or otherwise acquire and hold for any estate or interest whatsoever anywhere in the world any property of any nature whatsoever, whether movable or immovable, tangible or intangible, which the Company may deem necessary or convenient for the purposes of or in connection with its business and to sell, lease, licence, grant rights in or over, improve, exploit, turn to account, mortgage or develop all or any part of such property or generally deal with the same in such manner and for such consideration as the Company may think.
  - (c) To build, erect, construct, maintain, alter, renovate, enlarge, demolish, remove or replace any buildings, structures, works, plant and machinery necessary or convenient for the business of the Company and to join with any person, firm or Company in doing any of the things aforesaid or contributing to the cost thereof.
  - (d) To borrow or raise money in any manner and to secure with or without consideration the repayment of any money borrowed, raised, or owing by mortgage, charge, debenture, debenture stock, bond, standard security, lien or any other security of whatsoever nature 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, debenture, debenture stock, bond, standard security, indemnity, lien or security of whatsoever nature to secure and guarantee the performance by the Company or any other company or person (including, but without prejudice to the generality of the foregoing) the holding company of the Company or any company which is a subsidiary of such holding company within,

in each case, the meaning of Section 736 and Section 736(A) of the Companies Act 1985 (“the Act”) as amended by the Companies Act 1989, of any obligation or liability it or such person or company may undertake or which may become binding upon it or such person or company, and to secure any securities of the Company by a Trust Deed or other assurance and to enter into partnership or any joint purse arrangement with any person, persons, firm or company.

- (e) To apply for, take out, hold, use, purchase or otherwise acquire any patents, licences, franchises, concessions and the like conferring an exclusive or non-exclusive or limited right of user, or any secret or other information or data whatsoever and to exercise, use, develop, exploit, grant licences in respect of or otherwise turn to account any rights, information or data so acquired.
- (f) To invest in, purchase, subscribe for or otherwise acquire and hold and deal with any investments, shares, stock, debentures, debenture stock, bonds or securities of any nature whatsoever of any other company or corporation established, constituted or carrying on business in any part of the world.
- (g) To issue, place, underwrite or guarantee the subscription of, or concur or assist in the issuing or placing, underwriting or guaranteeing of the securities of any shares, debentures, debenture stock, bonds, stock and securities of any company or corporation anywhere in the world, whether limited or unlimited, at such times and upon such terms and conditions as to remuneration or otherwise as the Company may deem expedient.
- (h) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments and securities and in such manner as the Company may from time to time deem expedient.
- (i) To lend money or give credit with or without security on such terms as the Company may deem expedient and receive money on deposit or loan from and give guarantees or become surety for any persons, firms or companies whatsoever and wheresoever.
- (j) To enter into partnership or into any joint enterprise or arrangement for sharing profits or to amalgamate with any person, firm or company carrying on or proposing to carry on any business which the Company is lawfully entitled to carry on or any business or transaction capable of being conducted so as to benefit the Company directly or indirectly.
- (k) To purchase, take over or otherwise acquire or undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on or proposing to carry on any business which the Company is lawfully entitled to carry on, or which can be carried on in conjunction therewith or which is capable of being conducted so as to benefit the Company directly or indirectly.
- (l) To sell, assign, exchange, lease, dispose of, exploit, turn to account or otherwise deal with all or any part of the undertaking of the Company at such time and for such consideration as the Company may deem expedient and in particular the shares, stock or securities of any other company formed or to be formed.

- (m) To establish, promote, finance or otherwise assist either alone or in conjunction with others any other group for the purpose of acquiring all or any part of the assets, property, rights and liabilities of the Company or for any other purpose which the Company may consider likely to benefit the Company directly or indirectly.
- (n) To pay for any rights or property purchased or otherwise acquired by the Company and to remunerate any person, firm or company rendering services to the Company whether by cash payment or by the allotment of shares, debentures or other securities of the Company credited as paid up in full or in part or in any other manner whatsoever and generally on such terms as the Company may determine and to pay all or any of the preliminary expenses of the Company and of any company formed or promoted by the Company.
- (o) To receive or accept payment in whole or in part for any property rights sold or otherwise disposed of by the Company and for any services rendered by the Company either cash, whether by installments or otherwise, or stock or shares, whether fully or partly paid up, of any company or corporation or any debentures or other securities of any company or corporation and generally on such terms as the Company may deem expedient and to hold or generally deal with by sale or otherwise any stock, shares, debentures or securities so received or accepted.
- (p) To make draw, accept, endorse, negotiate, execute and issue promissory notes, bills of exchange, scrip warrants and other negotiable instruments of any nature.
- (q) To establish, subscribe to, subsidise or otherwise aid or help in the establishment or support of any associations, institutions, clubs, funds, trusts, and schemes calculated to be for the benefit of or to advance the well being or welfare of the directors, ex-directors, officers, ex-officers, employees, or ex-employees of the Company or the families, dependents or connections of such persons, and to grant pensions, gratuities and allowances to and to make payments towards insurance for the benefit of such persons as aforesaid, or families, dependents or connections and to subscribe or guarantee money for any charitable, benevolent or useful object of a public nature.
- (r) To distribute among the members in specie any property or assets of the Company or any proceeds of sale or disposal of any property or assets 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 and from time to time required by law.
- (s) Subject to, and always in compliance with the provisions of the Act to give, whether directly or indirectly, any kind of financial assistance (as defined in Section 152(1)(a) of the Act) for any such purpose as is specified in Section 151(1) and/or Section 151(2) of the Act.
- (t) To do, carry out or execute all or any of the foregoing objects and things in any part of the world either alone or in conjunction with others and whether or not as principals, agents, contractors, trustees, factors or otherwise and whether or not by or through agents, sub-contractors, trustees or otherwise.
- (u) To do all such other things as may be deemed incidental, ancillary or conducive to the attainment of the above objects or any of them.

It is hereby expressly declared that the objects of the Company as specified in each of the foregoing sub-clauses shall be separate and distinct objects of the Company and shall not in any way be limited by reference to any other sub-clauses or the order in which the same appear. The widest interpretation shall be given to the objects contained in each sub-clause and shall not be restrictively construed and the objects contained therein shall not, save where the context expressly so requires, be in any way restricted or limited by inference from or reference to any other object or objects set forth in such sub-clause or from the terms of any other sub-clause. None of such sub-clauses or the objects mentioned therein or the powers thereby conferred shall be deemed ancillary to or subsidiary to the powers or objects mentioned in any other sub-clause.

5. The liability of the members is limited.
6. The Company's share capital is £50000 divided into 50000 shares of £1.00 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 respective names.

**Name(s) and Address(es) of Subscriber(s)**

Date: 17/07/2008

Tor Anders Petteroe,  
Lineveien 7, Sellebakk, N-1655, Norway  
Number of Shares taken: 25000

Robert Flohr,  
94 Coleytown Road, Westport, Connecticut, 06880, USA  
Number of Shares taken: 12500

Harald Ekker,  
Strohaugveien 25, Fredrikstad, 1671, Norway  
Number of Shares taken: 12500

The total number of shares allocated to the subscribers is 50000



PUBLIC COMPANY LIMITED BY SHARES

---

ARTICLES OF ASSOCIATION

-OF-

**TOWAH PLC**

---

PRELIMINARY

1.
  - (a) The Regulations contained in Table A in The Companies (Tables A to F) (Amendment) Regulations 2007 (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 Articles of Association of the Company.
  - (b) The Articles hereinafter, together with the Regulations incorporated in Table A subject to their exclusion or modification hereinafter expressed, shall constitute the Regulations of the Company.
  - (c) 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 and any provisions of the Companies Act 2006 for the time being in force.

INTERPRETATION

2. In Regulation 1 of Table A there shall be inserted before the words “office” and “secretary” the word “the” and between the words “regulations” and “the Act” the words “and in any regulations adopting in whole or in part the same”.

ALLOTMENT OF SHARES

3. Subject to the provisions hereinafter expressed, the Directors are authorised for the purposes of Sections 80 and 89 of the Act to exercise the power of the Company to allot shares to the amount of the authorised but unissued share capital of the Company at the date hereof and the Directors may allot, grant options over or otherwise dispose of such shares to such persons, on such terms and in such manner as they think fit provided always that: -

- (i) save as provided in sub-paragraph (ii) below, the authority hereby given to the Directors to exercise the power of the Company to allot shares shall expire five years after the date of incorporation of the Company;
- (ii) the Members in General Meeting may by Ordinary Resolution: -
  - (a) renew the said authority (whether or not it has been previously renewed) for a period not exceeding five years, but such Resolution must state (or restate) the amount of shares which may be allotted under such authority or renewed authority or, as the case may be, the amount remaining to be allotted thereunder, and must specify the date on which the authority or renewed authority will expire;
  - (b) revoke or vary any such authority (or renewed authority); and
- (iii) notwithstanding the aforementioned provisions of sub-paragraphs (i) and (ii) the Company may make an offer or agreement which would or might require shares to be allotted after such authority has expired and in pursuance of such an offer or agreement the Directors may allot shares notwithstanding that such authority or renewed authority has expired and as if Section 89(1) of the Act did not apply.

Any reference to the allotment of shares shall include a reference to the grant of any right to subscribe for, or to convert any security into shares, but shall not include any reference to the allotment of shares pursuant to such a right.

- 4. Subject to Chapter VII of Part V of the Act and any regulations of the Company, the Company may purchase its own shares (including redeemable shares) out of distributable profits or the proceeds of a fresh issue of shares.
- 5. Subject to Chapter VII of the Act, any shares may, with the sanction of an Ordinary Resolution, be issued on the terms that they are, or, at the option of the Company or the shareholder are liable, to be redeemed on such terms and in such manner as the Company before the issue of shares may by Special Resolution determine, and whether out of distributable profits or the proceeds of a fresh issue of shares.

#### GENERAL MEETINGS AND RESOLUTIONS

- 6.
  - (a) Any proxy appointed by a member of the Company in accordance with Section 372 of the Act shall be entitled to vote on a show of hands as well as on a poll. PROVIDED THAT no person present shall be entitled to more than one vote on a show of hands.
  - (b) In every notice convening a General Meeting of the Company there shall appear with reasonable prominence a statement that a Member entitled to attend and vote is entitled to appoint a proxy to attend and, on a poll, or show of hands to vote instead of him and that such proxy need not also be a Member.
  - (c) Regulations 38 and 59 of table A shall be modified accordingly.

- (d) Proxies may be deposited at the Registered office of the Company at any time before the time of the Meeting for which they are to be used unless otherwise specified in the notice convening such meeting. The Directors may at their discretion treat a facsimile transmission or other machine made copy of an instrument appointing a proxy as a proxy for the purpose of this Article. Regulation 62 of Table A shall be modified accordingly.
7. A resolution in writing signed or approved by letter, telex, facsimile transmission or cable by all members of the Company, who would have been entitled to vote upon it if it had been duly proposed at a General Meeting or at a meeting of any class of members of the Company, or by their duly appointed attorneys, shall be as valid and effectual as if it had been passed at a General Meeting or at such a class meeting of the Company (as the case may be) duly convened and held. Any such resolution may consist of several documents (or, in the case of a member which is a body corporate, by a director thereof or by a duly appointed representative).

#### APPOINTMENT OF DIRECTORS

8. Unless and until otherwise determined by the Company in General Meeting there shall be no maximum number of Directors and the minimum number of Directors shall be two.
- 9.
- (a) The Directors shall not be required to retire by rotation and Regulation 73 to 80 (inclusive) of Table A shall not apply to the Company.
  - (b) No person shall be appointed a Director at any General Meeting unless either: -
    - (i) he is recommended by the Directors; or
    - (ii) not less than fourteen nor more than thirty-five clear days before the date appointed for the General Meeting, notice executed by a Member qualified to vote at the general Meeting has been given to the Company of the intention to propose that person for appointment, together with notice executed by the person of his willingness to be appointed.
  - (c) Subject to paragraph (b) above, the Company may by Ordinary Resolution in General Meeting appoint any person who is willing to act to be a Director, either to fill a vacancy or as an additional Director.
  - (d) The Director may 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 determined by the Company in General Meeting as the maximum number of Directors for the time being in force.
  - (e) Regulation 84 of table A shall be modified by the deletion of the last sentence therefrom.

## PROCEEDINGS OF DIRECTORS

10. Notice of a meeting of the Directors shall be deemed to be properly given to a director if it is given to him personally or by word of mouth or sent in writing to him at his last known address or any other address given by him to the Company for this purpose, or by any other means authorised in writing by the Director concerned. A Director absent or intending to be absent from the United Kingdom may request the Directors that notices of meetings of the Directors shall during his absence be sent in writing to him at an address or to a facsimile or telex number given by him to the Company for this purpose, but if no request is made to the Directors it shall not be necessary to give notice of a meeting of the Directors to any Director who is for the time being absent from the United Kingdom. A Director may waive notice of any meeting either retrospectively or prospectively. Regulation 88 of Table A shall be modified accordingly.
11. All or any of the members of the board or any committee of the board may participate in a meeting of the board or that committee by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest of the group of those participating is assembled, or, if there is no such group where the Chairman of the meeting then is.
12.
  - (a) A Director who is in any way either directly or indirectly interested (whether through persons connected with him as defined in Section 346 of the Act or otherwise) in any contract, transaction or arrangement (whether or not constituting a contract and whether actual or proposed) with the Company or in which the Company is otherwise interested, shall declare the nature of his interest at a Meeting of the Directors in accordance with Section 317 of the Act. Subject to such disclosure a Director shall be entitled to vote in respect of any such contract, transaction or arrangement in reckoning whether a quorum is present.
  - (b) Regulation 94 to 97 (inclusive) of table A shall not apply to the Company.

## BORROWING POWERS

13. The Directors may exercise all the powers of the Company to borrow money, whether in excess of the nominal amount of the share capital of the Company for the time being issued or not, and to mortgage or charge its undertaking, property and uncalled capital or any part thereof, and to issue debentures, debenture stock or any other securities whether outright or as security for any debt, liability or obligation of the Company or any third party.

## DISQUALIFICATION OF DIRECTORS

14. The office of a Director shall be vacated if he becomes incapable by reason of illness or injury of managing and administering his property and affairs and Regulation 81 of table A shall be modified accordingly.

## GRATUITIES AND PENSIONS

15. In Regulation 87 of Table A there shall be inserted between the words “the directors” and “may” the words “on behalf of the Company”.

#### DIVIDENDS

16. No dividend or interim dividend shall be paid otherwise than in accordance with the provisions of Part VIII of the Act which apply to the Company.

#### NOTICES

- 17.
- (a) Any notice or other document may be served on or delivered to any Member by the Company either personally, or by sending it by post addressed to the Member at his registered address or by facsimile transmission or telex or other instantaneous mean of transmission to a number provided by the member for this purpose, or by leaving it at his registered address addressed to the Member, or by any other means authorised in writing by the Member concerned. In the case of joint holders of a share, service or delivery of any notice or other document on or to one of the joint holders shall for all purposes be deemed a sufficient service on or delivery to all the joint holders. Regulation 112 of Table A shall be modified accordingly.
  - (b) Any notice or other document, which is sent by post, shall be deemed to have been served or delivered 24 hours after posting and, in proving such service or delivery, it shall be sufficient to prove that the notice or document was properly addressed, stamped and put in the post. Any notice or other document left at a registered address otherwise than by post or sent by facsimile transmission or telex or other instantaneous means of transmission, shall be deemed to have been served or delivered when it was so left or sent. Regulation 115 of Table A shall not apply.

#### EXECUTION OF DOCUMENTS

18. The seal, if any, shall only be used by the authority of the Directors or of a committee of Directors authorised by the Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by Secretary or by a second Director. Any document signed by a Director and the Secretary of the Company or by two Directors of the Company and expressed (in whatever form of words) to be executed by the Company has the same effect as if executed under the seal of the Company. A document shall only be so signed with the authority of a resolution of the Directors or a committee of the Directors. Regulation 101 of Table A shall not apply to the Company.

#### INDEMNITY

- 19.
- (a) The Company shall in accordance with Section 310(3) of the Act pay for any liability insurance and also indemnify any Director,

Officer or Auditor of the Company against any liability incurred by him in defending any proceedings (whether civil or criminal) in which judgment is given in his favour or he is acquitted in any connection with an application under Section 144(3) or (4) or Section 727 in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

- (b) Regulation 118 in Table A shall not apply to the Company.

**Name(s) and Address(es) of Subscriber(s)**

Date: 17/07/2008

Tor Anders Petteroe,  
Lineveien 7, Sellebakk, N-1655, Norway

Robert Flohr,  
94 Coleytown Road, Westport, Connecticut, 06880, USA

Harald Ekker,  
Strohaugveien 25, Fredrikstad, 1671, Norway