

Number of } 200103 / 1
Company }

REGISTERED

13 AUG 1969

THE COMPANIES ACTS 1948 to 1967

DECLARATION of Compliance with the requirements of the
Companies Act 1948 on application for registration of a Company.

Pursuant to Section 15 (2) of the Companies Act 1948

Insert the
Name of the
Company.

CONTRA SERVICES COMPANY ✓

LIMITED

Presented by

LINKLATERS & PAINES

Presentor's Reference DLy/JWE

Barrington House, 59/67 Gresham Street,

LONDON E.C.2.



Form No. 41
(No filing fee payable)

The Solicitors' Law Stationery Society, Limited
191-192 Fleet Street, E.C.4; 3 Bucklersbury, E.C.4; 49 Bedford Row, W.C.1; 6 Victoria Street, S.W.1;
15 Hanover Street, W.1; 55-59 Newhall Street, Birmingham, 3; 31 Charles Street, Cardiff CF1 4EA;
19 & 21 North John Street, Liverpool, 2; 28-30 John Dalton Street, Manchester, 2; and 14-22 Renfrew Court,
Glasgow, G.2.

PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS

of Barrington House, 59/67 Gresham Street, London, E.C.2.

Here insert:
"A Solicitor of the
"Supreme Court"
(or in Scotland "a
Solicitor") engaged
"in the formation"
or
"A person named
"in the Articles of
"Association as a
"Director or
"Secretary".

Do solemnly and sincerely declare that I am (^a) a solicitor of the
Supreme Court engaged in the formation

of CONTRA SERVICES COMPANY ✓

~~XXXXXX~~

And that all the requirements of the Companies Act 1948 in respect of
matters precedent to the registration of the said Company and incidental
thereto have been complied with, And I make this solemn Declaration
conscientiously believing the same to be true and by virtue of the provisions
of the Statutory Declarations Act 1835.

Declared at 59/67 Gresham

Street in the City of London

the 5 day of August

one thousand nine hundred and Sixty

three

Before me,

Josephine

A Commissioner for Oaths [or Notary Public or
Justice of the Peace]

Note.—This margin is reserved for binding and must not be written across.



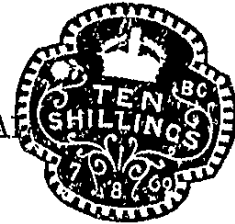
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The Companies Acts 1948 to 1967

UNLIMITED COMPANY HAVING A SHARE CAPITAL

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Memorandum of Association

OF

CONTRA SERVICES COMPANY

REGISTERED

13 AUG 1969

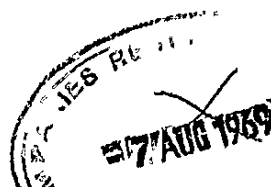
1. The name of the Company (which shall not be changed without the consent of the Council of The Stock Exchange, London) is "CONTRA SERVICES COMPANY."

2. The registered office of the Company will be situate in England.

3. The objects for which the Company is established is to provide Read, Hurst-Brown & Co. or its successors in title (hereinafter called "the Firm") carrying on the business of Stock and Share Brokers upon The Stock Exchange, London, on such terms as may be mutually agreed with all such services (including the provision and equipment of office premises) as may be necessary for the efficient conduct of the Firm's business and as ancillary to the foregoing object to do all or any of the things and matters following, namely:—

(A) Subject as hereinafter provided to purchase or otherwise acquire for any estate or interest any property, assets or rights of any kind which may be necessary or convenient for the business of the Company, and to sell, develop, lease, let on hire, licence, turn to account and otherwise deal with the same in such manner as may be thought expedient;

(B) To engage and to remunerate such staff as the Firm may require for the carrying on of its business and to hire or otherwise make available to the Firm the services of such staff;



- (C) To borrow and raise money and to secure or discharge any debt or obligation of or binding on the Company in such manner as may be thought fit, and in particular by mortgages and charges upon the undertaking and all or any of the property and assets (present and future) of the Company, or by the creation and issue on such terms as may be thought expedient of debentures, debenture stock or other securities of any description ;
- (D) To draw, make, accept, endorse, discount, negotiate, execute and issue bills of exchange, promissory notes and other negotiable and transferable instruments ;
- (E) To invest the moneys of the Company not immediately required for use in carrying on the business of the Company in such investments as may be thought expedient ;
- (F) To lend money to the Firm or to any employee of the Firm or of the Company or to any clearing bank ;
- (G) To subscribe or guarantee money for any national, local, charitable, benevolent, public, general or useful object ;
- (H) To grant pensions or gratuities to any members or employees or ex-members or ex-employees and to officers and ex-officers (including Directors and ex-Directors) of the Company or of the Firm or its predecessors in business, or the relations, connections or dependants of any such persons, and to establish or support associations, institutions, clubs, funds and trusts which may be considered calculated to benefit any such persons ;
- (I) To distribute among the members of the Company in specie any property of the Company ;
- (J) To purchase or otherwise acquire the shares or interests in the Company of any member of the Company.

Provided always (i) that the Company is prohibited from carrying on business as stock or share brokers or jobbers either upon The Stock Exchange, London, or elsewhere, and from purchasing or otherwise acquiring any share or loan capital of any corporate members of The Stock Exchange, London, but notwithstanding the foregoing the Company shall be entitled to advance money on loan to the Firm on such terms as to interest and repayment as it may think fit and (ii) that the Company shall at all times comply with the rules and regulations of the Council of The Stock Exchange, London, for the time being in force in regard to service companies.

4. Membership of the Company shall be restricted to the Firm or to the Partners or Members of the Firm who shall themselves be members of The Stock Exchange, London, and who shall have given to the Council of The Stock Exchange, London, joint and several undertakings that they will be answerable for all the transactions of the Company in the same manner and to the same extent as if its transactions had been their own transactions, and any purported admission of any other person to membership of the Company shall be void.

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

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	Number of Shares taken by each Subscriber
<u>Alan. D. Hurst-Brown</u> A.D. HURST-BROWN NORNEY COTTAGE EASHING, N ^B GODALMING, SURREY. ✓	1
Stockbroker .. George A Lovelady GEORGE A LOVELADY ✓ BUSHTON MANOR WOOTTON BASSETT WILTS	1
Stockbroker .. Total of Shares taken ..	2

Dated this 5th day of August, 1969.

Witness to the above Signatures—

John Evans

(JOHN EVANS)
BAXLINGTON HOUSE
49/61 CRESSHAM STREET
WIMBORNE D.C.2
SOLICITOR

The Companies Acts 1948 to 1967

REGISTERED

13 AUG 1969

UNLIMITED COMPANY HAVING A SHARE CAPITAL



Articles of Association

OF

CONTRA SERVICES COMPANY

PRELIMINARY.

1. The regulations contained in Table A of the First Schedule to the Companies Act, 1948, shall not apply to this Company, but the following shall be the regulations of the Company.

2. In the construction of these Articles the following words shall have the respective meanings hereby assigned to them unless there be something in the context inconsistent therewith :—

- (A) Words denoting the singular number only shall include the plural number also, and vice versa.
- (B) Words denoting the masculine gender only shall include the feminine gender also.
- (C) Words denoting persons only shall include corporations.
- (D) "Month" shall mean a calendar month.
- (E) "The Firm" shall mean the firm of Read, Hurst-Brown & Co. or its successors in title carrying on the business of Stock and Share Brokers upon The Stock Exchange, London.
- (F) "The Board" shall mean the Directors of the Company.
- (G) "Seal" shall mean the common seal of the Company.
- (H) "The Statutes" shall mean the Companies Acts 1948 to 1967 and every other Act for the time being in force concerning joint stock companies and affecting the Company.

(1) "In writing" shall mean written or produced by any substitute for writing or partly one and partly another.

The expression "Partner of the Firm" shall if and whenever the Firm shall be a corporate member of The Stock Exchange, London, mean a member of such company being himself a member of The Stock Exchange, London.

Subject as aforesaid any words or expressions defined in any Statute relating to the Company shall, if not inconsistent with the subject or context, bear the same meaning in these presents.

3. The shares shall be at the disposal of the Directors who may, subject to the provisions of clause 4 of the Memorandum of Association, allot, grant options over or otherwise dispose of them to such persons at such time and on such terms as they think fit.

4. The Company shall be a Private Company, and accordingly—

(A) the Board may, without assigning any reason, decline to register any transfer of any share ;

(B) the number of the members of the Company (exclusive of persons who are in the employment of the Company and of persons who having been formerly in the employment of the Company were, while in such employment and have continued after the determination of such employment, to be members of the Company) is limited to fifty, but so that for the purpose of this Article two or more joint holders of one or more shares in the Company shall be treated as a single member ;

(C) no invitation shall be made to the public to subscribe for any shares, debentures or debenture stock of the Company ;

(D) no share warrant to bearer shall be issued.

5. The number of members with which the Company proposes to be registered is $\frac{1}{2}$ 25 $\frac{1}{2}$ but the Directors may from time to time register an increase in the number of members.

CAPITAL.

6. The share capital of the Company is £20,000 divided into 20,000 shares of £1 each.

INCREASE OF CAPITAL.

7. The Company may from time to time by Ordinary Resolution increase its capital by such sum to be divided into shares of such amounts as the resolution shall prescribe.

18.1.6
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A.D.K.-B
2/12/2

8. Without prejudice to any special rights previously conferred on the holders of any shares or class of shares already issued, any share in the capital for the time being unissued (whether forming part of the original capital or not) may be issued with such preferred, deferred or other special rights or subject to such restrictions whether in regard to dividend, return of capital, voting or otherwise as may from time to time be determined by Ordinary Resolution of the Company in General Meeting.

REDUCTION OF CAPITAL.

9. The Company may reduce its capital in any manner permitted by law.

PURCHASE OF SHARES BY THE COMPANY.

10. (A) The Directors may at any time apply any part of the assets of the Company in purchasing any share in the capital of the Company at the prescribed price as hereinafter defined.

(B) Every member who ceases to be a Partner of the Firm and every person who becomes entitled to a share in consequence of the death or bankruptcy of a member shall if so required in writing by the Board *ipso facto* become bound to sell and transfer to the Company or to a purchaser named by the Company at the prescribed price as hereinafter defined the shares registered in his name or in the name of the deceased or bankrupt shareholder (as the case may be).

(C) If such member or other person aforesaid shall give to the Board notice in writing that he desires to dispose of the shares registered in his name or in the name of the deceased or bankrupt member (as the case may be) he shall thereby become bound to sell and transfer such shares to the Company at the prescribed price as hereinafter defined and the Company shall be bound to purchase and pay for the same accordingly.

(D) The Board may with the sanction of a resolution of the Company in General Meeting by writing under the hand of a Director call upon any member to sell and transfer to the Company or to a purchaser named by the Company at the prescribed price as hereinafter defined the whole or part of the shares registered in his name and he shall thereby become bound to transfer the same accordingly.

(E) If such member or other person as aforesaid having become bound to sell and transfer any shares as aforesaid shall make default in transferring the same the Board may authorise any Director to execute on his behalf any necessary transfer and may register and otherwise give effect to the same and the validity of the proceedings shall not thereafter be questioned by any person.

(F) (1) The "prescribed price" of a share means the sum which the Auditors for the time being of the Company shall certify to be the appropriate proportion (as hereinafter defined) of the value on the date on which the holder of the share became bound to sell the same under the foregoing provisions (hereinafter referred to as the transfer date) of that part of the net tangible assets which would have been distributable among the holders of the issued shares of the class of which the share forms part if the net tangible assets had been distributed on the transfer date among the members according to their respective rights in a winding up. In calculating the prescribed price the Auditors shall make such adjustments in respect of taxation as in their absolute discretion they consider appropriate.

(2) The "appropriate proportion" means the same proportion as the amount paid up on the share bears to the amount of the capital paid up as at the transfer date on the shares of the class of which it forms part.

(3) For the purpose of arriving at the value of the net tangible assets at the date on which the holder of the share became bound to sell the same under the foregoing provisions the Auditors may obtain and act on such valuations as they think necessary and may adopt such estimate as they think proper of the profits earned by the Company.

TRANSFER AND TRANSMISSION OF SHARES.

11. The transfer of any share in the Company shall be in writing in the usual common form, and shall be signed by the transferor.

12. The instrument of transfer and such evidence as the Board may require to prove the title of the transferor, shall be lodged with the Company, and thereupon the transferee shall (subject to the provisions of clause 4 of the Memorandum of Association and to the Board's right to decline to register any transfer) be registered as a member in respect of such share, and the instrument of transfer shall be retained by the Company.

13. The executors or administrators of a deceased member, not being a joint holder, and in the case of death of a joint holder, the survivor or survivors, shall alone be recognised by the Company as having a title to the shares registered in the name of the deceased member, but nothing herein contained shall be taken to release the estate of a deceased joint holder from any liability on shares held by him jointly with any other person.

14. The transfer books may be closed during such period or periods as the Board may think fit, not exceeding in the whole thirty days in each year.

CONVENING OF GENERAL MEETINGS.

15. General Meetings shall be held once at least in every calendar year after the year in which the Company is incorporated, at such time (not being more than fifteen months after the holding of the last preceding meeting) and at such place as may be determined upon by the Board. Such General Meetings shall be called Annual General Meetings; all other General Meetings shall be called Extraordinary General Meetings.

16. An Extraordinary General Meeting may be convened at any time by the Board, and shall be convened by them as required by the Statutes on requisition in accordance with the Statutes.

17. Subject to the provisions of the Statutes relating to Annual General Meetings and meetings convened for the purpose of passing Special Resolutions fourteen days' notice of any General Meeting (exclusive both of the day on which the notice is served or deemed to be served and of the day of the meeting), specifying the day, hour and place of the meeting, shall be given to the members in manner hereinafter mentioned, or in such manner as may from time to time be prescribed by the Company in General Meeting; but the accidental omission to give any such notice to any member or the non-receipt of such notice by any member shall not invalidate the proceedings at any General Meeting. With such consents as are specified in the Statutes, Annual General Meetings and Extraordinary General Meetings may be convened by shorter notices and in such manner as the members think fit.

18. The notice convening an Annual General Meeting shall state the general nature of any business intended to be transacted thereat, other than declaring dividends, electing Directors and Auditors and voting their remuneration, and considering the accounts presented by the Board and the reports of the Board and the Auditors. The notice convening an Extraordinary General Meeting shall state the general nature of the business intended to be transacted thereat.

PROCEEDINGS AT GENERAL MEETINGS.

19. Two members personally present shall be a quorum of a General Meeting.

20. If within half an hour from the time appointed for the meeting a quorum be not present, the meeting shall stand adjourned to such time and to such place as may be appointed by the Chairman, and if at the adjourned meeting a quorum is not present the meeting shall be dissolved.

21. The members present at a General Meeting whether a quorum or not shall choose one of their number to act as Chairman.

22. The Chairman may, with the consent of the meeting, adjourn any General Meeting from time to time, and from place to place; but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

23. Every question submitted to a General Meeting shall be decided, in the first instance, by a show of hands. The Chairman shall not be entitled to any casting vote in addition to the vote or votes to which he may be entitled as a member.

24. At any General Meeting, unless a poll is demanded, a declaration by the Chairman that a resolution has been passed, or lost, and an entry to that effect in the minute book of the Company, shall be sufficient evidence of the fact, and in the case of a resolution requiring any particular majority, that it was passed by the majority required, without proof of the number or proportion of the votes recorded in favour of or against such resolution.

25. A poll may be demanded in writing upon any question (other than the election of a Chairman of a meeting) by any member present in person or by proxy, and entitled to vote, and shall be taken in such manner, at such place, and either immediately or at such other time, within twenty-one days thereafter, as the Chairman shall before the conclusion of the meeting direct, and the result of such poll shall be deemed to be the resolution of the Company in General Meeting as at the date of taking the poll.

26. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

VOTES AT GENERAL MEETINGS.

27. Subject to any special terms as to voting upon which any share may for the time being be held, every member shall upon a show of hands, have one vote and upon a poll have one vote in respect of each share held by him.

28. Votes may be given either personally or by proxy.

29. If any member be of unsound mind, he may vote by his committee, *curator bonis* or other legal curator.

30. If two or more persons be jointly entitled to a share any one of such persons may vote at any meeting, either personally or by proxy, in respect thereof as if he were solely entitled thereto, and if more than one of such joint holders be present at any meeting, either personally or by proxy, that one of such persons so present whose name stands first in the Register of Members in respect of such share shall alone be entitled to vote in respect thereof.

31. The instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney in such form as the Board may from time to time approve.

32. A proxy need not be a member of the Company.

33. A vote given in accordance with the terms of an instrument appointing a proxy shall be valid, notwithstanding the previous death of the principal, or revocation of the proxy or transfer of the shares in respect of which it is given, unless previous intimation in writing of the death, revocation or transfer shall have been received at the Registered Office of the Company.

CLASS MEETINGS.

34. If and whenever the capital of the Company shall comprise shares of different classes a separate General Meeting of the holders of the shares of any class in the capital of the Company may at any time be convened by the Board and shall be convened on the requisition of any two members holding shares of that class, and the provisions hereinbefore contained with regard to the requisitioning of meetings shall apply to any class meeting so requisitioned. To every such separate General Meeting all the provisions of these presents relating to General Meetings or the proceedings thereat shall *mutatis mutandis* apply but so that the necessary quorum shall be two persons present in person holding or representing by proxy not less than one-half of the issued shares of the class and holders of shares of the class shall on a poll have one vote in respect of each share of the class held by them respectively. The special rights attached to any class of shares may be varied, modified or abrogated to any extent with the sanction of an Extraordinary Resolution passed at a separate General Meeting of the holders of the shares of such class and this whether the Company is in liquidation or is in contemplation of liquidation or not.

DIRECTORS.

35. The number of Directors shall be not less than two and no person shall be appointed a Director who is not a Partner of the Firm.

36. The first Directors shall be the persons who shall be nominated in writing either before or after the incorporation of the Company by a majority of the subscribers to the Memorandum of Association.

37. The holders of a majority of the shares of the Company for the time being issued, by writing under their hands, shall have power at any time and from time to time to remove any Director and to appoint any other Partner of the Firm as a Director in his place.

REMUNERATION OF DIRECTORS.

38. The Directors shall be entitled to receive by way of remuneration each year such a sum as the Company in General Meeting may from time to time determine.

39. In addition to the remuneration mentioned in the last preceding Article, the Directors shall be repaid such reasonable travelling, hotel and other expenses as they may incur in attending meetings of the Board or of committees of the Board, or General Meetings, or which they may otherwise incur in or about the business of the Company.

POWERS OF DIRECTORS.

40. The business of the Company shall be managed by the Board, who may pay all expenses of or incidental to the formation and registration of the Company.

41. The Board may exercise all the powers of the Company, subject, nevertheless, to the provisions of the Statutes and of these Articles, and to such further regulations (being not inconsistent with any such provisions) as may be prescribed by the Company in General Meeting, but no regulations made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulations had not been made.

42. Without restricting the generality of the foregoing powers, the Board may do the following things :—

- (A) Appoint, in order to execute any instrument or transact any business abroad, any person or persons the Attorney or Attorneys of the Board or the Company with such powers as they deem fit, including power to appear before all proper authorities and make all necessary declarations so as to enable the Company's operations to be validly carried on abroad.

- (B) Borrow or raise any sum or sums of money upon such terms as to interest or otherwise as they may deem fit.
- (C) Make, draw, accept, endorse and negotiate respectively promissory notes, bills, cheques or other negotiable instruments, provided that every promissory note, bill, cheque or other negotiable instrument drawn, made or accepted, shall be signed by such person or persons as the Board may appoint for the purpose.
- (D) Place on deposit with any clearing bank, lend or otherwise utilise the funds of the Company not required for immediate use in such manner as they may deem fit, but subject to the proviso to Clause 3 of the Memorandum of Association: Provided that the Company shall not lend money other than to clearing banks, the Firm, Partners of the Firm, or employees of the Firm or of the Company, but this provision shall not require the Company to call in any loan if the person to whom it has been made ceases to be a person to whom loans can properly be made as aforesaid.
- (E) Grant to any Director required to go abroad or to render any other extraordinary service such special remuneration for the services rendered as they think proper.
- (F) Pay and agree to pay pensions or other retirement, superannuation, death or disability benefits to or to any person in respect of any Director or ex-Director and for the purpose of providing any such pensions or other benefits to contribute to any scheme or fund or to pay premiums.
- (G) Sell, let, exchange or otherwise dispose of, absolutely or conditionally, all or any part of the property, privileges, and undertaking of the Company, upon such terms and conditions, and for such consideration as they may think fit.
- (H) Affix the Common Seal to any document, provided that such document be also signed by at least one Director and countersigned by the Secretary or other officer appointed for that purpose by the Board.

PROCEEDINGS OF DIRECTORS.

43. The Board may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit, and may determine the quorum necessary for the transaction of business.

Until otherwise fixed the quorum shall be two Directors. It shall not be necessary to give notice of a meeting of the Board to any Director who is out of the United Kingdom.

44. Any Director may at any time summon a meeting of the Board.

45. Questions arising at any meeting shall be decided by a majority of votes, and in the case of an equality of votes the Chairman shall not have a second or casting vote.

46. The Board may elect a Chairman of their meetings, and determine the period for which he is to hold office, but if no such Chairman be elected, or if the Chairman is not present and willing to act at the time appointed for holding a meeting, the Directors present shall choose one of their number to be Chairman of such meeting.

47. The Board may delegate any of their powers to committees, consisting of such member or members of their body as they think fit. Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may from time to time be imposed on it by the Board.

48. The meetings and proceedings of any such committee, when consisting of two or more members, shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Board, so far as the same are applicable thereto, and are not superseded by any regulations made by the Board under the last preceding clause.

49. All acts done by any meeting of the Board, or of a committee of the Board, or by any person acting as a Director, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

50. The Board shall cause minutes to be made, in books provided for the purpose, of all resolutions and proceedings of General Meetings and of meetings of the Board or committee of the Board, and any such minutes, if signed by any person purporting to be the Chairman of the meeting to which they relate, or at which they were read, shall be received as *prima facie* evidence of the facts therein stated.

51. A resolution in writing signed by all the Directors for the time being in the United Kingdom shall be as effective as a resolution

passed at a meeting of the Directors duly convened and held, and may consist of several documents in the like form, each signed by one or more of the Directors.

DISQUALIFICATION OF DIRECTORS.

52. The office of a Director shall be vacated :—

- (A) If he becomes of unsound mind, bankrupt, or compound with his creditors.
- (B) If he send in a written resignation to the Board and the Board resolves that such resignation be accepted.
- (C) If he cease to be a Partner of the Firm.
- (D) If he be requested in writing by all his co-Directors to resign.

53. No Director shall be disqualified by his office from contracting with the Company, either as a vendor, purchaser, or otherwise, nor shall any such contract, or any contract or arrangement entered into by or on behalf of a company in which any Director shall in any way be interested, be avoided, nor shall any Director so contracting, or being so interested, be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office, or of the fiduciary relation thereby established. A Director may vote in respect of any contract or arrangement in which he is interested and may be counted in the quorum at any such meeting at which such contract or arrangement is considered. A Director may hold any other office or place of profit under the Company, except the office of Auditor.

ACCOUNTS.

54. The Board shall cause accounts to be kept of the assets and liabilities, receipts and expenditure of the Company.

55. At the Annual General Meeting in every year the Board shall submit to the members a Balance-sheet and Profit and Loss Account, made up to as recent a date as practicable, and audited as hereinafter provided.

AUDIT.

56. Once at least in every year after the year in which the Company is incorporated the accounts of the Company shall be examined, and the correctness of the Balance-sheet and Profit and Loss Account ascertained by an Auditor or Auditors.

57. The Auditor or Auditors shall be appointed and their duties regulated in accordance with the provisions of the Statutes.

REVENUE AND CAPITAL RESERVES.

58. The Board may, before recommending any dividend, set aside out of the revenue profits of the Company such sum as they think proper as a provision for contingencies or as a Reserve Fund, to meet depreciation or contingencies, or for special dividends or bonuses, or for equalising dividends, or for repairing or maintaining any property of the Company, or for any other purposes as the Board may think conducive to the objects of the Company, or any of them, and the same may be applied accordingly from time to time in such manner as the Board shall determine; and the Board may, without placing the same to reserve, carry over any profit which they think it is not prudent to divide.

59. The Company may, upon the recommendation of the Board, by Ordinary Resolution resolve that it is desirable to capitalise any sum standing to the credit of any of the Company's reserve accounts (including Share Premium Account and Capital Reserve Fund) or any sum standing to the credit of profit and loss account or otherwise available for distribution, provided that such sum be not required for paying the dividends on any shares carrying a fixed cumulative preferential dividend, and accordingly that the Directors be authorised and directed to appropriate the sum resolved to be capitalised to the members in the proportions in which such sum would have been divisible amongst them had the same been applied or been applicable in paying dividends and to apply such sum on their behalf, either in or towards paying up the amounts, if any, for the time being unpaid on any shares held by such members respectively, or in paying up in full unissued shares or debentures of the Company of a nominal amount equal to such sum, such shares or debentures to be allotted and distributed, credited as fully paid up, to and amongst such members in the proportion aforesaid, or partly in one way and partly in the other: Provided that Share Premium Account may only be applied hereunder in the paying up of unissued shares to be issued to members as fully paid.

60. Whenever such a resolution as aforesaid shall have been passed, the Board shall make all appropriations and applications of the sum resolved to be capitalised thereby, and all allotments and issues of fully paid shares or debentures, if any, and generally shall do all acts and things required to give effect thereto, with full power to the Board to make such provision by the issue of fractional certificates or by payment in cash or otherwise as they think fit for the case of shares or debentures becoming distributable in fractions, and also to authorise any person to enter on behalf of all the members interested into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further shares

to which they may be entitled upon such capitalisation, and any agreement made under such authority shall be effective and binding on all such members.

NOTICES.

61. A notice may be served by the Company upon any member, either personally or by posting it in a prepaid letter addressed to such member at his registered address.

62. Any member described in the Register of Members by an address not within the United Kingdom may name an address within the United Kingdom at which all notices shall be served upon him, and all notices served at such address shall be deemed to be well served. Save as aforesaid any member described in the Register of Members by an address not within the United Kingdom shall not be entitled to receive any notice from the Company.

63. Any notice, if served by post, shall be deemed to have been served on the day on which it was posted, and in proving such service it shall be sufficient to prove that the notice was properly addressed and posted.

64. All notices directed to be given to the members shall with respect to any share to which persons are jointly entitled be given to whichever of such persons is named first in the Register of Members, and a notice so given shall be a sufficient notice to all holders of such share.

WINDING UP.

65. If the Company shall be wound up (whether the liquidation is voluntary, under supervision or by the Court) the Liquidator may, with the authority of an Extraordinary Resolution, divide among the members in specie or kind the whole or any part of the assets of the Company and whether or not the assets shall consist of property of one kind or shall consist of properties of different kinds, and may for such purpose set such value as he deems fair upon any one or more class or classes of property, and may determine how such division shall be carried out as between the members or different classes of members. The Liquidator may, with the like authority, vest any part of the assets in trustees upon such trusts for the benefit of members as the Liquidator, with the like authority, shall think fit, and the liquidation of the Company may be closed and the Company dissolved, but so that no contributory shall be compelled to accept any shares in respect of which there is a liability.

INDEMNITY.

66. Subject to the provisions of the Statutes, every Director, Auditor, Secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Alan D. Hurst-Brown

A.D. HURST-BROWN
NORNEY COTTAGE
EASHING
NR GODALMING
SURREY.

Stockbroker.

George A Loveday

G. A. LOVEDAY

BUSHTON MANOR

WOODTON BASSETT

WILTS

Stockbroker

Dated this 5th day of August, 1969.

Witness to the above Signatures—

John Evans

(JOHN EVANS)

BARKINGTON HOUSE

59/67 GRESHAM STREET

LONDON E.C.2.

SOLICITOR.



CERTIFICATE OF INCORPORATION

No. 960163

I hereby certify that

CONTRA SERVICES COMPANY

is this day incorporated under the Companies Acts 1948 to 1967, and that the Company is unlimited.

Given under my hand at London the

13TH AUGUST, 1969.

(B. J. D. STYLES)

Assistant Registrar of Companies

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