



## CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 4400196

The Registrar of Companies for England and Wales hereby certifies that  
ICS (1953) 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 21st March 2002



N04400196U



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —



***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

4400196

Company name

ICS (1953) LIMITED

I,

BRIGHTON SECRETARY LIMITED

of

3 MARLBOROUGH ROAD  
LANCING BUSINESS PARK  
LANCING  
W SUSSEX  
BN15 8UF

a

person named as a secretary 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**



X63H39A9

Received for filing in Electronic Format on the: **21/03/2002**

*Company Name  
in full:* **ICS (1953) LIMITED**

*Proposed Registered  
Office:* **19 PARK STREET  
LYTHAM  
LANCASHIRE  
FY8 5LU**

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

*Agent's Name:* **BRIGHTON FORMATIONS LIMITED**  
*Agent's Address:* **3 MARLBOROUGH ROAD  
LANCING  
WEST SUSSEX  
BN15 8UF**

***Company Secretary***

*Name* **BRIGHTON SECRETARY LIMITED**

*Address:* **3 MARLBOROUGH ROAD  
LANCING BUSINESS PARK  
LANCING  
W SUSSEX  
BN15 8UF**

*Consented to Act:* **Y** *Date authorised* **21/03/2002** *Authenticated:* **Y**

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*Director 1:*

*Name* **BRIGHTON DIRECTOR LIMITED**

*Address:* **3 MARLBOROUGH ROAD  
LANCING BUSINESS PARK  
LANCING  
W SUSSEX  
BN15 8UF**

*Consented to Act:* **Y** *Date authorised* **21/03/2002** *Authenticated:* **Y**

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*Authorisation*

*Authoriser Designation:* **AGENT** *Date Authorised:* **21/03/2002** *Authenticated:* **Yes**

**The Companies Acts 1985 to 1989**  
**Private Company Limited by Shares**

**MEMORANDUM OF ASSOCIATION**

1. The Company's name is "ICS (1953) LIMITED"

2. The registered office of the company will be situated in England and Wales.

3. The objects for which the company is established are:

(a) To carry on, in conjunction with each other or as separate and distinct undertakings, all or any of the following businesses namely:

a general commercial company,

manufacturers, importers, exporters, agents, dealers (both wholesale and retail) in all articles of commercial, manufacturing, personal and household use and consumption and in all kinds of raw materials; warehousemen, storage contractors, shipping and forwarding agents; dealers in property and estates; property developers, property managers; investors in property; estate agents, insurance agents and brokers, accountants, financiers, financial agents and to act as nominee, trustee, agent, factor, broker, executor, administrator, receiver for or otherwise on behalf of Companies, Corporations, firms or persons, builders; scaffolders; contractors, heating and ventilation engineers and contractors, refrigeration engineers, specialists and contractors; decorators; painters; bricklayers; carpenters, shuttering manufacturers and erectors; joiners; public works contractors; plasterers; plumbers; electricians; shop front fitters; builders' and decorators' merchants; civil, mechanical, constructional, agricultural, consulting, heating electrical and general engineers; welders; sheet metal workers; blacksmiths; motor engineers; garage proprietors; car hire service, taxi proprietors and operators; travel agents, tour operators, proprietors of vehicles and vessels of all kinds; transport and haulage contractors; general engineers; tool makers; booking agents for, and managers of, theatres, cinemas and all other kinds of entertainments and sporting events; turf and sporting accountants in all their branches; proprietors of shops, cafes, clubs, hotels and restaurants, catering contractors, dealers in foods and provisions of all kinds, wine and spirit merchants; butchers; grocers, greengrocers; fishmongers and poultry merchants; farmers; florists, horticulturists; bakers, confectioners; tobacconists; ironmongers, hardware merchants; dealers in plastics of all kinds, antique dealers; furniture manufacturers and dealers; leather and fancy goods dealers; jewellers, radio television and electrical retailers, dealers and repairers, toys, games and sports equipment dealers; photographers and dealers in all kinds of photographic material and equipment, film producers and distributors; textile merchants, tailors, fashion designers, ladies and gentlemen's outfitters, boot and shoe retailers, perfumery and cosmetic dealers, hairdressers, manufacturing and retail chemists; printers, publishers, stationers, advertising and publicity agents; public relations specialists, consultants, business transfer agents and employment agents; computer operators, programmers and dealers, website designer and information technologists, e-commerce traders; market research specialists; business advisers, mail order specialists; dyers and cleaners; dry cleaners, proprietors of launderettes, excavation and demolition contractors; provision of security services, plant hirers, scrap iron and waste merchants and to carry on all or any of the said businesses, and provide services in connection therewith, either together as one business or as separate and distinct businesses, in any part of the world.

(b) To carry on any other business which in the opinion of the director(s) of the company may seem capable of being conveniently carried out in connection with or as ancillary to any of the above businesses or to be calculated directly or indirectly to enhance the value of or render profitable any of the property of the company or to further any of its objects.

(c) To apply for, purchase, register or otherwise acquire and protect and renew, whether in the United Kingdom or elsewhere in any part of the world any patents, patent rights, brevets d'invention, designs, concessions, secret processes, trade marks, licences, and the like and to alter, disclaim, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing or improving any such patents, inventions or rights.

(d) To purchase, take on lease or in exchange, hire or by any other means acquire and take options over any freehold, leasehold or any other real or personal property and any rights or privileges which the Company may think necessary or convenient for the purpose of its business, or may enhance the value of any other property of the Company.

(e) To enter into partnership or into any 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 authorised to carry on or any business or transaction capable of being conducted so as directly or indirectly to benefit the Company.

(f) To acquire an interest in, amalgamate with, or enter into partnership or into any arrangement with sharing profits, co-operation, joint adventure, union of interest or reciprocal concession with any person or company carrying on or engaged in, or about to carry on or engage in, any business or transaction which is capable of being conducted so as directly or indirectly to benefit the Company.

(g) To enter into any arrangement with any governments or authorities supreme, local, municipal, or otherwise, or any company or person that may seem conducive to the attainment of the Company's objects, or any of them, and to obtain from any such government or authority any rights, charters, licences, privileges or concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply therewith.

(h) To draw, make, accept, endorse, discount, execute, negotiate and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.

(i) To invest and deal with the moneys of the Company not immediately required in any manner, and to hold sell or otherwise deal with any investments made.

(j) To subscribe for, take, or otherwise acquire, and hold shares, stock, debentures and other negotiable or transferable instruments.

(k) To issue, place, underwrite, or guarantee the subscription of, or concur or assist in the issuing or placing, underwriting or guaranteeing the subscription of shares, debentures, debenture stock, bonds, stocks, and securities of any company, whether limited or unlimited or incorporated by Act of Parliament or otherwise, at such times and upon such terms and conditions as to remuneration and otherwise as may be agreed upon.

(l) To lend money or give credit to such persons, firms or companies and on such terms as may be considered expedient and to receive money on deposit or loan from and give guarantees or become security for any persons, firms and companies and to charge any properties or property of the Company in support of any guarantee and to secure the debts or obligations, contracts or engagements of any other company or person.

(m) To raise or borrow money in such a manner as the Company shall think fit, and to secure the repayment of any such money raised, borrowed or owing by , mortgage, lien, charge or other security upon all or any of the property or assets of the Company (whether present or future) including its uncalled capital, and also by a similar mortgage, lien, charge or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.

(n) To pay out of the funds of the Company all or any expenses which the Company may lawfully pay with respect of the promotion, formation and incorporation of the Company or to contract with any person firm or company to pay the same and to pay commissions to brokers and others for underwriting, placing, selling or guaranteeing the subscription of any shares, debentures or other securities of the Company.

(o) To remunerate any person, firm or company rendering services to the company in such manner as may be thought expedient.

(p) To subscribe to or support any charitable object or any institution and to give pensions, bonuses, gratuities or assistance to any person who is serving or has served the Company, whether as a director, employee or otherwise, and his family and dependants; to make payments towards insurance, and to establish, form and contribute to provident, superannuation and other similar funds and trusts, associations, clubs, schools and other institutions for the benefit of any such persons aforesaid.

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

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

(s) To improve, develop, manage, grant rights or privileges in respect of, construct, repair, let on lease or otherwise, exchange, mortgage, charge, dispose of, sell, grant licences in respect of, turn to account, grant options in respect of, or otherwise deal with all or any part of the property and rights of the Company both real and personal.

(t) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions for such consideration as the Company may think fit, and in particular for shares, debentures or securities of any company purchasing the same.

(u) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

And it is hereby declared that:

(i) The objects specified in each sub-clause shall be regarded as independent objects, and they shall not be limited or restricted, except where otherwise expressed in such sub-clauses, by reference to or inference from the terms of any other sub-clause or the name of the Company, but may be carried out in as full and ample a manner and construed in as wide a sense as if each of the said sub-clauses defined the objects of a separate and distinct company.

(ii) The word "Company" except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether corporate or unincorporated, and whether incorporated, registered, resident or domiciled in the United Kingdom or elsewhere.

4. The liability of the members is limited.

5. The Company's share capital is £1000 divided into 974 Ordinary Shares of £1 each, 1 Class 'A' share of £1, 1 Class 'B' share of £1, 1 Class 'C' share of £1, 1 Class 'D' share of £1, 1 Class 'E' share of £1, 1 Class 'F' share of £1, 1 Class 'G' share of £1, 1 Class 'H' share of £1, 1 Class 'I' share of £1, 1 Class 'J' share of £1, 1 Class 'K' share of £1, 1 Class 'L' share of £1, 1 Class 'M' share of £1, 1 Class 'N' share of £1, 1 Class 'O' share of £1, 1 Class 'P' share of £1, 1 Class 'Q' share of £1, 1 Class 'R' share of £1, 1 Class 'S' share of £1, 1 Class 'T' share of £1, 1 Class 'U' share of £1, 1 Class 'V' share of £1, 1 Class 'W' share of £1 each, 1 Class 'X' share of £1, 1 Class 'Y' share of £1 and 1 Class 'Z' share of £1.

Each of the above classes of shares shall constitute a different class of shares for the purposes of the Act but all of the said shares shall rank *pari passu* in all respects save as otherwise specified in the Articles.

6. The shares in the original or any increased capital of the Company may be issued with such preferred, deferred or other special rights or restrictions, whether in regard to dividend, voting return of capital or otherwise as the Company may from time to time determine. The rights and privileges attached to any of the shares of the Company may be modified, varied, abrogated or dealt with in accordance with the provisions for the time being of the Company's Articles of Association.

I, the subscriber to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum: and I agree to take the number of shares shown opposite my name.

Name and Address of the Subscriber	Number of shares taken by subscriber
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Brighton Director Limited 3 Marlborough Road Lancing Business Park Lancing, West Sussex, BN15 8UF	One Ordinary Share
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Company Director

Total shares taken	One Ordinary Share
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Dated: 20/03/2002



**THE COMPANIES ACTS 1985 to 1989  
PRIVATE COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**

**OF**

**ICS (1953) LIMITED**

**PRELIMINARY**

The regulations contained in Table A in the schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985 No. 805), as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (SI 1985 No. 1052 and as further amended by The Companies Act 1985 (Electronic Communications) Order 2000 (SI 2000 NO. 3373) (such Table being hereinafter called "Table A"), shall apply to the Company, save insofar as they are excluded or varied by these Articles and to the extent that they are not inconsistent with the provision of these Articles, and shall, together with the following Articles, constitute the Articles of Association of the Company. Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in Table A shall have the same meanings in these Articles. Regulations 40, 50, 64, 73 to 80 (inclusive), 81, 89, 94, 101 and 118 shall not apply to the company.

**SHARES**

(a) All unissued shares comprised in the authorised share capital of the Company at the date of incorporation of the Company shall be at the disposal of the Directors and the Directors shall be generally and unconditionally authorised for the purposes of Section 80 of the Act to exercise all the powers of the company to allot relevant securities (as defined in Section 80(2) of the Act) to such persons at such times and generally on such terms and conditions as they may think fit. The general authority conferred by this Article 2.2 shall extend to all relevant securities of the Company which are unissued on the incorporation of the Company and shall expire on the fifth anniversary of the incorporation of the Company. The Directors shall be entitled under the authority conferred by this Article 2.2 to make, at any time before the expiry of such authority, any offer or agreement which will or may require the allotment of relevant securities after its expiry.

(b) In accordance with Section 91(1) of the Act, the provisions of Section 89(1) and Section 90(1) to (6) (inclusive) of the Act shall be excluded from applying to any allotment of equity securities (as defined in Section 94(2) of the Act) made pursuant to the authority conferred by Article 2.2.

(c) The lien conferred by regulation \* in Table A shall attach also to fully paid-up shares, and the Company shall also have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all monies presently payable by him or his estate to the Company. Regulation 8 in Table A shall be modified accordingly.

**TRANSFER OF SHARES**

The Directors may, in their absolute discretion and without assigning any reason, decline to register the transfer of a share, whether or not it is a fully paid share, and the first sentence of regulation 24 in Table A shall not apply to the Company.

**COMPULSORY SALE OF SHARES**

(a) If any person who is a holder of any shares and an employee of the Company (hereinafter referred to the "Transferor") shall cease to be an employee of the Company for whatever reason (other than his death) then the Transferor, together with any person who is not an employee of the Company but has been nominated by the Transferor to hold shares in the Company (the "Associated Transferor"), shall be deemed to have given to the Company, on the day on which the Directors first became aware that the Transferor had ceased to be an employee of the Company, notice in writing (the "Transferor Notice") of their intention to transfer all the shares held by the Transferor and any Associated Transferor in the Company (the "Transfer Share(s)"), such a deemed Transfer Notice shall not be revocable, and; the Transferor and any Associated Transferor shall, within 14 days of the date of the Transfer Notice, execute an instrument of transfer in relation to the Transfer Share(s) (the consideration for which will be £1 (the "Transfer Price") per Transfer Share in favour of such transferee(s) as the Directors shall determine;

(b) if the Transferor and/or the Associated Transferor fails to execute the instrument of transfer as set out in Article 4.1(a), the Company may appoint any person to execute as transferor an instrument of transfer and such instrument of transfer shall be as effective as if it had been executed by the holder of, or person entitled to, such shares;

(c) (subject to such instrument of transfer being stamped), the Company may cause the transferee(s) of the Transfer Share(s) to be registered as the holder(s) of the Transfer Share(s).

(e) Any person becoming entitled to a share in the Company in consequence of the death or bankruptcy of a member shall for the purpose of this Article 4 be a Transferor and, any person who is not an employee of the Company but had been nominated by the deceased or bankrupt member to hold shares in the Company shall be deemed to be an Associated Transferor, and a Transfer Notice shall be deemed to have been served by the Transferor and any Associated Transferor in respect of all the shares held by them on the day on which the Directors first became aware that the Transferor had died or become bankrupt and the provisions of Article 4.1 shall apply accordingly.

## **GENERAL MEETINGS AND RESOLUTIONS**

(a) No business shall be transacted at any meeting unless a quorum is present at the time when the meeting proceeds to business and also when the business is voted upon. The quorum for general meetings shall be two persons present in person or by proxy of whom one shall be the holder of an Ordinary share.

(b) The following words shall be added to the end of regulation 41:  
"and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be dissolved".

(c) At any general meeting a poll may be demanded by any member present in person or by proxy and entitled to vote. Regulation 46 shall be modified accordingly.

(d) The instrument appointing a proxy to vote at a meeting shall be deemed also to confer authority to demand or join in demanding a poll and to vote on any amendment of a resolution put to the meeting for which it is given as the proxy thinks fit. Unless the contrary is stated, such instrument shall be valid as well for any adjournment of the meeting as for the meeting to which it relates. A proxy shall not have the right to speak at any meeting of the Company.

The chairman of a general meeting shall not be entitled to a second or casting vote.

Any resolution in writing as is referred to in regulation 53 may consist of several documents in like form, each signed or approved by letter, telex or facsimile transmission by or on behalf of a member or a holder of a class of shares (as the case may be) for the time being entitled to vote on the relevant resolution and regulation 53 shall be modified accordingly.

In the case of a share registered in the name of joint holders, the signature of any one of such holders shall be deemed to be and shall be accepted as the signature of the members concerned for all purposes, including (without limitation) the signature of any form of proxy, resolution in writing, consent, notice or other document signed or approved pursuant to any provision of these Articles.

## **APPOINTMENT OF DIRECTORS**

Unless otherwise determined by the Company in general meeting, the number of Directors (other than alternate Directors) shall not be subject to any maximum or minimum. If and for so long as the Company has only one Director, a sole director has authority to exercise all the powers and discretions vested in the Directors generally under these Articles, Table A or otherwise.

The Company may, by ordinary resolution appoint a person who is willing to act to be a Director either to fill a vacancy or as an additional Director.

The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director.

The Directors shall not be subject to retirement by rotation and all references in Table A to retirement by rotation shall be disregarded.

The office of a Director shall be vacated if the Director:

ceases to be a Director by virtue of any provision of the Act or becomes prohibited by law from being a Director;  
or

becomes bankrupt or makes any arrangement or composition with his creditors generally; or  
becomes in the opinion of the other Directors incapable by reason of mental disorder (within the meaning of the Mental Health Act 1983) of discharging his duties as a Director; or resigns his office by notice in writing to the Company.

## **PROCEEDINGS OF DIRECTORS**

No business shall be transacted at any meeting of the Directors unless a quorum is present. If and for so long as the Company only has one Director, that Director present in person or by his alternate shall be a quorum and a sole Director shall have authority to exercise all the powers conferred by Table A and by these Articles expressed to be vested in the Directors generally. If and for so long as the Company has more than one Director, the quorum for meetings of the Directors shall be two, present at the commencement and throughout the whole of the meeting. A person who holds office only as an alternate Director shall, if his appointer is not present, be counted in the quorum. For the avoidance of doubt, neither one alternate representing two or more Directors, nor a Director who is also an alternate Director for one or more other Directors, shall by himself constitute a quorum.

Notice of a meeting of the Directors, or of any committee of the Directors, shall be deemed to be duly 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. A Director absent or intending to be absent from the United Kingdom may request the Directors that notices of meetings shall during his absence be sent to him at any address given by him for this purpose.

Any Director may participate in a meeting of the Directors, or a committee of the Directors, by telephone (whether by using conference telephone facilities or by a series of telephone conversations). The views and decisions of the Directors as communicated to the chairman shall be treated as votes in favour of or against a particular resolution. A resolution passed at any meeting held in this manner, and signed by the chairman, shall be as valid and effectual as if it had been passed at a meeting of the Directors or, as the case may be, of a committee of the Directors duly convened and held. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting is present. The word "meeting" in these Articles shall be construed accordingly.

Any resolution in writing as is referred to in regulation 93 may consist of several documents in like form, each signed or approved by letter, telex or facsimile transmission by each Director who was entitled at the relevant time to receive notice of the relevant meeting and regulation 93 shall be modified accordingly.

## **DIRECTORS' INTERESTS**

A Director or former Director shall not be accountable to the Company or the members or any benefit of any kind referred to in regulation 87 and the receipt of any such benefit shall not disqualify any person from being or becoming Director of the Company.

Subject to the Act, a Director (including an alternate Director) who has a duty to, or is in any way, whether directly or indirectly, interested in any contract, transaction or arrangement or any proposed contract, transaction or arrangement with, the Company shall (provided he has first disclosed his interest in writing to the Company) be entitled to vote as a Director in respect of any such contract, transaction or arrangement (whether actual or proposed). If he does so vote, he shall be counted in the quorum present at the meeting of the Directors or committee of the Directors at which any such contract, transaction or arrangement (whether actual or proposed) is considered and he may retain for his own absolute use and benefit all profits and advantages directly or indirectly accruing to him thereunder or in consequence thereof.

## **DIVIDENDS**

Subject to the provisions of the Act and to Article 9 below, the Company may by ordinary resolution, upon the recommendation of the Directors, declare a dividend.

Subject to Article 9.4 below, every General Meeting at which a dividend is declared shall, by ordinary resolution, direct that such dividend be paid in respect of one or more classes or shares to the exclusion of the other classes or in respect of all classes of shares.

Subject to Article 9.4 below, where a dividend is declared in respect of more than one class of shares the Company may, by ordinary resolution, differentiate between such classes as to the amount or percentage of dividend payable, but in default the shares in each such class shall be deemed to rank pari passu in all respects as if they constituted one class or shares.

No dividend shall be declared in respect of any class of shares in circumstances where the Directors recommend that no dividend should be declared nor shall any dividend be declared in respect of any class which exceeds the amount recommended by the Directors in respect of that class.

When paying interim dividends the Directors may make payments in respect of one or more classes of shares to the exclusion of the other classes or to all classes or shares. When making such payments the Directors may differentiate between the classes in respect of which payments are being made as to the amount or percentage of dividend payable. Clauses 102 to 108 (inclusive) and 110 in Table A shall be read and construed accordingly.

## **THE SEAL**

The company may, if the Directors so determine, have a seal and the Directors shall provide for the safe custody of any such seal. If the Company has a seal, it shall only be used by the authority of the Directors or of a committee of the Directors. The Directors shall 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 the secretary or by a second Director. the requirement under relation 6 relating to the sealing of share certificates shall apply only if the Company has a seal.

## **NOTICES**

Any notice to be sent to the Company pursuant to these Articles shall be in writing and shall be served on or delivered, either personally or sent by facsimile transmission, to the Company at the office and marked for the attention of the secretary, or handed to the chairman of a general meeting or a meeting of the Directors and shall take effect from the time at which it is received at the office or is handed to the chairman (as the case may be) or, if a later time is specified in the notice for that purpose, that later time.

Any such notice or other document may be served on or delivered to any member by telex or facsimile transmission to the number provided by such member for such purpose, or by any other means authorised by the member concerned and regulation 112 shall be supplemented accordingly.

Any notice or other document delivered to any member shall, if sent by first class post, be deemed to be served or delivered 24 hours after posting and, if left at a registered address or sent by telex or facsimile transmission, shall be deemed to have been served or delivered when it was so left or sent. The second sentence of regulation 115 shall not apply to the Company.

## **INDEMNITY AND INSURANCE**

Subject to the Act, but without prejudice to any indemnity to which the person concerned may otherwise be entitled, every Director, auditor, secretary or other officer of the Company shall be indemnified out of the assets of the Company against all costs, charges, losses, expenses and liabilities which he may sustain or incur:

- (a) in or about the actual or purported execution and discharge of his duties or his powers and discretions or otherwise in relation thereto or in connection therewith; and
- (b) in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted; and
- (c) in connection with any application 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.

To the extent permitted by the Act, the Directors shall have the power to purchase and maintain at the expense of the Company insurance for or for the benefit of any persons who are or were at any time Directors, auditors, secretary, or other officers or employees of the Company, or of any subsidiary or holding company of the Company, including (without prejudice to the generality of the foregoing) insurance against any costs, charges, expenses, losses and liabilities suffered or incurred by such persons in respect of any act or omission in the actual or purported discharge of their duties or their powers and discretions and otherwise in relation to their offices with the Company or any such subsidiary or holding company.

Name and Address of Subscriber:

Brighton Director Limited  
3 Marlborough Road  
Lancing Business Park  
Lancing, West Sussex, BN15 8UF

Company Director

Dated: 20/03/2002