



513331

THE COMPANIES ACTS 1948 - 1989
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION of BAYGOLD CONSULTANCY LIMITED

- * 1. The Name of the Company is BAYGOLD CONSULTANCY LIMITED
2. The Registered Office of the Company will be situated in England.
3. The objects for which the Company is established are :-
- ** (A) To carry on all or any of the businesses of chartered surveyors quantity surveyors estate agents valuers appraisers property sales and business transfer agents house and building agents insurance and mortgage brokers and agents property managers and advisers industrial development consultants architects rating and consultants rent and debt collectors general and commission agents and advise on and negotiate on behalf of clients for purchase rent hire take on lease in exchange or otherwise acquire for development investment or resale and on of clients to acquire or grant options over mortgage charge let on lease of or otherwise deal with any lands houses shops or other buildings or real personal property of any tenure or any interest therein; to act as auctioneers conduct sale rooms in respect of land buildings whether industrial agricultural resident objects d'art antiques furniture personal effects livestock industrial agricultural equipment machinery or implements to provide create establish maintain a service and an organisation for and to act as specialists in planning preparing designs drawings surveys plans models and the like for use in or with building and engineering works machinery installation and other undertakings of every description to maintain an organisation for the use of a drawing office and design service to engineers builders contractors and others; to hire and let on hire staff and personnel of every kind to act as on all matters relating to the planning specification estimating and of alternative methods of layout and other building problems and to formulate and disseminate information and data of all kinds in connection therewith advise on possible systems and layouts and to supply estimates as to costs; to specifications to carry out surveys to obtain tenders and quotations to draw contracts to obtain and place orders for the erection maintenance and of buildings factories and works and of the supply of all machinery plant and other requisites in relation to the erection maintenance thereof; to make applications for planning permission council licences and the like and for financial assistance and grants in respect of projects to undertake supervision for building contracts; and generally to buy sell and deal in plant machinery tools implements materials substances and articles of all kinds necessary or useful for carrying on foregoing businesses or any of them or likely to be required by customers of or having dealings with the Company
- (B) To carry on business as an investment trust company in all its branches, and in particular (but without prejudice to the generality of the foregoing words) to purchase or otherwise acquire, hold and deal in any shares, debentures, stocks, bonds scrip, or other securities not involving unlimited liability issued by any company or association or any supreme, municipal, local, or other authority, whether in Great Britain or any overseas country or place.

The Company changed its name from Cogreen Limited by Special Resolution of the Company duly passed on the 19th February 1993.

The Company amended its main objects clause by Special Resolution of the Company duly passed on the 1st April 1993

- (C) To subscribe and pay for, on such terms and conditions as may be thought fit, any such shares, debentures, stocks, bonds, scrip or other securities.
- (D) To underwrite any such shares or other securities as aforesaid; to lend money with or without security and on such terms as may be thought fit; and to borrow money (whether for re-investment or not) without security, or giving such security of any kind as may be agreed, including debentures and debenture stock, whether redeemable or perpetual.
- (E) To guarantee the capital, dividends or interest of or upon any shares, stock, debentures, bonds, scrip, or other securities, or any obligation or contract entered into by any company, association, body, person or authority.
- (F) To draw, accept, endorse, issue, negotiate, cancel, withdraw, purchase, or otherwise deal in, bills of exchange, promissory notes, letters of credit and other mercantile instruments.
- (G) To undertake and execute agencies of all kinds, and to accept money, securities and property of all kinds for safe custody or otherwise.
- (H) To carry on any other business (whether manufacturing or otherwise) which may seem to the Company capable of being conveniently carried on in connection with the above objects or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property.
- (I) To purchase or by any other means acquire any freehold, leasehold, or other property for any estate or interest whatever, and any rights, privileges, or easements over or in respect of any property, and any buildings, offices, factories, mills, works, wharves, roads, railways, tramways, machinery, engines, rolling stock, vehicles, plant, live and dead stock, barges, vessels or things, and any real or personal property or rights whatsoever and to let or develop the same on such conditions as the Company shall think fit.
- (J) To build, construct, maintain, alter, enlarge, pull down, and remove or replace any buildings, offices, factories, mills, works, wharves, roads, railways, tramways, machinery, engines, walls, fences, banks, dams, sluices, or watercourses, and to clear sites for the same, or to join with any person, firm or company in doing any of the things aforesaid, and to work, manage, and control the same or join with others in so doing.
- (K) To apply for, register, purchase, or by other means acquire and protect, prolong, and renew, whether in the United Kingdom or elsewhere, any patents, patent rights, brevets d'invention, licences, trade marks, designs, protections, and concessions which may appear likely to be advantageous or useful to the Company, and to 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 and testing and in improving or seeking to improve any patents, inventions, or rights which the Company may acquire or propose to acquire...

- (L) To acquire and undertake the whole or any part of the business, goodwill, and assets of any person, firm or company carrying on or proposing to carry on any of the businesses which this Company is authorised to carry on, and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm, or company, or to acquire an interest in, amalgamate with, or enter into any arrangement for sharing profits, or for co-operation, or for limiting competition, or for mutual assistance with any such person, firm, or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any Shares, Debentures, Debenture Stock, or securities that may be agreed upon, and to hold and retain, or sell, mortgage, and deal with any Shares, Debentures, Debenture Stock, or securities so received.
- (M) To improve, manage, cultivate, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
- (N) To invest and deal with the moneys of the Company not immediately required in such shares or upon such securities and in such manner as may from time to time be determined.
- (O) To lend and advance money or give credit to such persons, firms, or companies and on such terms as may seem expedient, and in particular to customers of and others having dealings with the Company and to give guarantees or become security for any such persons, firms or companies, and to issue and give third party securities.
- (P) To borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of Debentures or Debenture Stock (perpetual or otherwise), and to secure the repayment of any money borrowed, raised, or owing, by mortgage, charge, or lien 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, or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake.
- (Q) To draw, make, accept, endorse, discount, execute, and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- (R) To apply for, promote, and obtain any Act of Parliament, Provisional Order, or Licence of the Board of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.

- (S) To enter into any arrangements with any Governments or authorities (supreme, municipal, local, or otherwise), or any companies, firms or persons that may seem conducive to the attainment of the Company's objects, or any of them, and to obtain from any such Government, authority, company, firm, or person any charters, contracts, decrees, rights, privileges, and concessions which the Company may think desirable, and to carry out, exercise, and comply with any such charters, contracts, decrees, rights, privileges, and concessions.
- (T) To subscribe for, take, purchase, or otherwise acquire and hold shares or other interests in or securities of any other company having objects altogether or in part similar to those of this Company or carrying on any business capable of being carried on so as directly or indirectly to benefit this company.
- (U) To act as agents or brokers and as trustees for any person, firm, or company, and to undertake and perform sub-contracts, and also to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors, or others.
- (V) To remunerate any person, firm or company rendering services to this Company, either by cash payment or by the allotment to him or them of shares or securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.
- (W) To pay all or any expenses incurred in connection with 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, Debenture Stock, or securities of this Company.
- (X) To support and subscribe to any charitable or public object, and any institution, society, or club which may be for the benefit of the Company or its employees, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid to any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company, and to the wives, widows, children, and other relatives and dependents of such persons; to make payments towards insurance; and to set up, establish, support, and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children, and other relatives and dependents.
- (Y) To promote any other Company for the purpose of acquiring the whole or any part of the business or property and undertaking any of the liabilities of this Company, or of undertaking any business or operations which may appear likely to assist or benefit this Company or to enhance the value of any property or business of this Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the Shares or securities of any such company as aforesaid.

- (Z) 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.
- (AA) To distribute among the Members of the Company in kind any property of the Company, and in particular any Shares, Debentures, or securities of other companies belonging to this Company or of which this Company may have the power of disposing.
- (BB) To procure the Company to be registered or recognised in any Dominion or Dependency and in any Foreign Country or Place.
- (CC) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

It is hereby expressly declared that each Sub-Clause of this Clause shall be construed independently of the other Sub-Clauses hereof, and that none of the objects mentioned in any Sub-Clause shall be deemed to be merely subsidiary to the objects mentioned in any other Sub-Clause.

4. The liability of the Members is limited.

*** 5. The Share Capital of the Company is £500,000 divided into 500,000 Shares of £1 each.

*** The Company increased its authorised share capital from £5,000 to £500,000 by Ordinary Resolution of the Company duly passed on the 1st April 1993

WE, the several persons whose Names, Addresses, and Descriptions 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.
<p>KENNETH ROBERT DEAN, 108 Etherington Road, Hull, E. Yorks. Solicitor's Clerk.</p>	<p>One</p>
<p>EDITH JANE ROWE, 51 Windsor Road, Hull, E. Yorks. Cashier.</p>	<p>One</p>

Dated the 6th day of November, 1952

WITNESS to the above Signatures:—

CHAS. H. SPOONER, .
100 Eastfield Road
Belgrave Drive,
Hull
Clerk.

THE COMPANIES ACT 1948

AND

THE COMPANIES ACT 1989

A PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

BAYGOLD CONSULTANCY LIMITED

PRELIMINARY

1. The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (such Table being hereinafter referred to as "Table A") shall apply to the Company save in so far as they are excluded or varied hereby: that is to say Clauses 8 and 64 of Table A shall not apply to the Company; and in addition to the remaining Clauses of Table A as varied hereby the following shall be the Articles of Association of the Company.

SHARES

2. (A) Subject to Sub-Article (B) hereof all Shares shall be under the control of the Directors and the Directors may allot, grant options over or otherwise deal with or dispose of the same to such persons and generally on such terms and in such manner as they think fit.
- (B) The Directors are generally and unconditionally authorised for the purposes of Section 80 of the Act to allot relevant securities (as defined in Section 80 of the Act) provided that the aggregate nominal value of such securities allotted pursuant to this authority shall not exceed the amount of the authorised share capital at the date of adoption of these Articles and for the time being unissued; and that this authority shall expire on the fifth anniversary of the adoption of the Articles unless varied or revoked or renewed by the Company in General Meeting.
- (C) The Directors shall be entitled under the authority conferred by this Article to make at any time before the expiry of such authority any offer or agreement which will or may require relevant

The Company adopted new Articles of Association by Special Resolution of the Company duly passed on the 1st April 1993.

securities to be allotted after the expiry of such authority.

- (D) In accordance with Section 91 of the Act, Section 89(1) and Section 90(1) to (6) of the Act shall not apply to any allotment of equity securities (as defined in Section 94 of the Act) by the Company.

3. The Company shall have a first and paramount lien on every Share (whether or not it is a fully paid Share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that Share and the Company shall also have a first and paramount lien on all Shares (whether fully paid or not) standing registered in the name of any person whether solely or as one of two or more joint holders for all moneys presently payable by him or his estate to the Company; but the Directors may at any time declare any Share to be wholly or in part exempt from the provisions of this Article. The Company's lien on a Share shall extend to any dividend or other amount payable in respect thereof.

GENERAL MEETINGS

4. A notice convening a General Meeting shall in the case of special business specify the general nature of the business to be transacted; and Clause 38 of Table A shall be modified accordingly.
5. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets, and the reports of the Directors and Auditors, the election of Directors in the place of those retiring and the appointment of, and the fixing of the remuneration of, the Auditors.
6. Clause 41 of Table A shall be read and construed as if the last sentence ended with the words " 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".

DIRECTORS

7. Unless and until the Company in General Meeting shall otherwise determine, there shall not be any limitation as to the number of Directors. If and so long as there is a sole Director, he may exercise all the powers and authorities vested in the Directors by these Articles of Table A; and Clause 89 of Table A shall be modified accordingly.
8. If the resolution or instrument by which a Director is appointed so provides, he shall be a Permanent Director.

and not subject to retirement by rotation; and Clauses 73 to 75 (inclusive) of Table A shall not apply to any Permanent Director.

9. The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property, and uncalled capital, or any part thereof and to issue Debentures, Debenture Stock and other Securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.
10. A Director may vote as a Director on any resolution concerning any contract or arrangement in which he is interested or upon any matter arising thereout and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration; and Clause 94 of Table A shall be modified accordingly.

INDEMNITY

11. Subject to the provisions of the Act and in addition to such indemnity as is contained in Clause 118 of Table A every Director, officer or official of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities incurred by him in or about the execution and discharge of the duties of his office.

TRANSFER AND TRANSMISSION OF SHARES

12. The instrument of transfer of any share shall be executed by or on behalf of the Transferor and (except in the case of the transfer of a Fully Paid Share) by or on behalf of the Transferee. The Transferor shall be deemed to remain a holder of the share until the name of the Transferee is entered in the Register of Members in respect thereof.
 - 12.1. In the event of a shareholder being desirous of giving up his shares and withdrawing from the Company, the person so withdrawing (hereinafter called "the Vendor") shall (without being required to find any reason for so withdrawing) offer to the other shareholders in the proportion in which they hold shares, all his said shares by notice or notice in writing (hereinafter called "a Transfer Notice") given simultaneously to each of the other Shareholders. ("the Purchasers")
 - 12.2. A Transfer Notice shall specify the sum the Vendor fixes as the fair value of the shares comprised in it and the Purchasers shall have the option of purchasing the shares at that price or, at the choice of the Purchasers (to be exercised by notice in writing given to the Vendor within 14 days of the receipt by the Purchaser of the

Transfer Notice) at the fair value fixed in accordance with Article 12.5 and subsequent paragraphs of this Article 12.

- 12.3. If at the time a Transfer Notice is given there is more than one shareholder in the Company beside the Vendor then a Transfer Notice shall be served on each of the other shareholders and the shares to be transferred shall be split in the proportions in which the other shareholders hold shares in the Company. In the event of any shareholder being unwilling or unable to exercise the option to purchase the shares, then the shares to be transferred may be apportioned between those shareholders who are willing to exercise the option to purchase in such proportions as they may agree and in the event of any shareholder or shareholders being unwilling to purchase the entire number of shares contained in the Transfer Notice, then the provisions of Article 12.10 hereof shall apply.
- 12.4. If more than one Transfer Notice is given by the Vendor simultaneously, the same sum shall be specified in each as the fair value but any of the Purchasers shall be entitled to elect for a fair value fixed in accordance with Article 12.5 and subsequent paragraphs of this Article 12 as regards the shares comprised in the Transfer Notice given to him regardless of whether the other Purchasers so elect.
- 12.5. If the Purchaser exercises the option for fair value conferred on him by Article 12.2 herein, the fair value shall be ascertained by the Auditor of the Company unless either the Vendor or the Purchaser objects by notice in writing given to the other of them within seven days of the receipt by the Vendor of the Purchaser's Notice exercising the option for fair value. If either party object as aforesaid, the fair value shall be ascertained by an independent Chartered Accountant who (failing agreement between the parties) shall be nominated on the joint application of the parties (or if either of them shall neglect forthwith to concur in such application then on the sole application of the other of them) by the President for the time being of the Institute of Chartered Accountants of England and Wales. Such independent Chartered Accountant (who is hereafter called "the Accountant") shall notify both parties in writing of his appointment forthwith upon his being appointed.
- 12.6. In ascertaining the fair value, the Auditor or the Accountant shall be deemed to be acting as an expert and not as an Arbitrator and accordingly the Arbitration Act 1950 shall not apply but both

the Vendor and the Purchaser shall be entitled to make representations in writing to the Auditor or the Accountant, in the case of the Auditor within 21 days of the receipt by the Vendor of the Purchaser's Notice exercising the option for fair value and in the case of the Accountant, within 14 days of the party in question receiving notice of his appointment, or in either case within such longer time as the Auditor or the Accountant shall allow.

12.7. The Auditor or the Accountant shall ascertain the fair value of the shares in manner following:-

- 12.7.1. the value of the assets of the Company shall be ascertained
- 12.7.2. the amount of the liabilities of the Company shall be ascertained and disputed or contingent liabilities shall be taken into account to such extent as the Auditor or the Accountant shall consider just
- 12.7.3. the value of all the issued shares in the Company shall be taken to be the same as the value of the said assets of the Company less the amount of the said liabilities of the Company
- 12.7.4. the value of the Vendor's shares in the Company shall be in the same ratio to the value of the whole of the issued shares ascertained in accordance with Article 12.7.3 as the ratio between the nominal amount of the Vendor's shares and the nominal amount of the whole of the issued shares in the Company
- 12.7.5. in arriving at the value of any assets of the Company the Auditor or the Accountant may obtain such professional valuations as he may think fit
- 12.7.6. one half of the costs of the Auditor or the Accountant (including any valuation fees) shall be paid by the Vendor and the other half by the Purchaser or Purchasers who have exercised the option for fair value and if more than one in equal shares
- 12.7.7. the Auditor or the Accountant shall notify both parties in writing of the value of the Vendors shares as soon as he has arrived at it.

- 12.8. The date as at which the Vendor's shares shall be valued shall be the date upon which the Transfer Notice is given unless the Auditor or the Accountant shall consider that some other date (being not more than three months before or after the date that would otherwise apply) can, without injustice to the Vendor or the Purchaser, be substituted, in which event the substituted date shall apply for the purpose of the said valuation apply.
- 12.9. If the Purchaser elects for a fair value fixed in accordance with Article 12.5 and subsequent Articles, then the Purchaser shall be liable to pay the fair value so fixed within three months of the date on which it is communicated in writing to the Purchaser or within such longer time and upon such terms as the Accountant or Auditor shall stipulate.
- 12.10. If within the time stipulated by sub-paragraph 12.2 and subsequent paragraphs of this Article, no shareholder exercises the option to purchase the shares referred to in the Transfer Notice then, within three months of the date of the Transfer Notice, the Vendor shall be entitled to offer the said shares for sale to any third party at a consideration not less than the fair value stipulated in the Transfer Notice delivered pursuant to sub-paragraph 12.2 hereof.
- 12.11. Transfer Notices shall be treated as given simultaneously if they are both posted at the same time
- 12.12. The Vendor's right to receive the price shall be conditional upon his executing such transfers as the Purchasers may require
- 12.13. If, having exercised their option to purchase, the Purchasers fail to pay the amount contained in the Transfer Notice or, if the Purchaser has so elected, the amount of fair value fixed in accordance with Article 12.5 within the period specified by Article 12.9 then the Vendor shall be entitled to take such action as is necessary for the recovery of the purchase price or in the alternative to transfer the said shares pursuant to Article 12.10 hereof.
- 12.14. If the Vendor has become bound to transfer his shares as aforesaid and he or his Personal Representatives or Trustee in Bankruptcy makes default in transferring them the Company may receive the purchase money and the Vendor or his Personal Representatives or Trustee in Bankruptcy shall be deemed to have appointed the Purchaser or

any person nominated by the Purchaser in writing as the Attorney of the Vendor or his Personal Representatives or Trustee in Bankruptcy to execute transfers of the shares to the Purchaser and upon the execution of such transfers the Company shall hold the purchase money in trust for the Vendor. The receipt of the Company for the purchase money shall be a good discharge to the Purchaser and after his name has been entered in the Register in purported exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person. The Vendor shall in such case be bound to deliver up a Certificate for the said shares and on such delivery shall be entitled to receive the said purchase money without interest.

- 12.15. Upon the death or bankruptcy of any member, any person becoming entitled to any share by reason of the death or bankruptcy of that member shall be bound forthwith to give a Transfer Notice or Transfer Notices in accordance with Article 12.1 of this Article. If the said person shall fail to give such Transfer Notice or Notices any director may, as his Agent, give the same for him and may specify therein such sum as such Director may think fit as the fair value of the shares comprised in the Transfer Notice. If a Transfer Notice is given in accordance with this Article the same results shall follow as in the case of a Transfer Notice voluntarily given SAVE THAT Regulation 12.10 of these Articles shall be read as if the following provisions were provided therein:-

"If within the time stipulated by subparagraph 12.2 and subsequent paragraphs of this Article no shareholder exercises the option to purchase the shares referred to in the Transfer Notice then, within three months of the date of the Transfer Notice the Personal Representatives of Trustee in Bankruptcy of the deceased or bankrupt member (as appropriate) shall be entitled either to offer the said shares for sale to any third party at a consideration not less than the fair value stipulated in the Transfer Notice delivered pursuant to subparagraph 12.2 hereof or petition for the winding up of the Company."

- 12.16. Whenever any Member of the Company who is employed by the Company in any capacity (whether or not he is also a Director) ceases to be employed by the Company for any reason, the Directors may at any time not later than six months after his ceasing to be employed, resolve that such Member do retire and within 14 days of the Member receiving written

notice of the passing of such Resolution, he shall serve a Transfer Notice pursuant to Article 12.1 specifying the sum fixed as the fair value of the shares. If the Member fails to serve the Transfer Notice, then any Director may as his Agent give the same for him and may specify therein such sum as the Director may think fit as the fair value of the shares comprised in the Transfer Notice. If a Transfer is given in accordance with this paragraph, the same result shall follow as in the case of a Transfer Notice voluntarily given. Any notice to be served on a member shall be deemed to have been validly served if sent by Registered Post to the last known address of the Member.

- 12.17. The Directors may refuse to register any transfer of a share where the Company has a lien on the share.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

KENNETH ROBERT DEAN,
108 Etherington Road,
Hull, E. Yorks.
Solicitor's Clerk.

EDITH JANE ROWE.
51 Windsor Road,
Hull, E. Yorks.
Cashier.

Dated the 6th day of November, 1952

WITNESS to the above Signatures:—

CHAS. H. SPOONER,
100 Eastfield Road
Belgrave Drive,
Hull
Clerk.