

No. 0259400

THE COMPANIES ACTS 1929.-1989

COMPANY LIMITED BY SHARES

OLD ASKEAN SPORTS GROUND

SPECIAL RESOLUTIONS

Passed 17 August 2004

AT an Extraordinary General Meeting of the Company duly convened and held at Village Memorial Hall, Heathfield Road, Keston Village on the above date the following resolutions were duly passed as SPECIAL RESOLUTIONS:

RESOLUTIONS

- 1 That the name of the Company be changed from 'Old Askean Sports Ground Limited' to 'Old Askean Social and Leisure Activities Limited'.**
- 2 That clauses 3, 7, 8 & 9 of the Memorandum of Association be replaced by clauses 2 to 5 and 7 to 11 set out in the document produced to the meeting, and for the purpose of identification signed by the Chairman thereof.**
- 3 That the regulations set out in the document produced to the meeting, and for the purposes of identification signed by the Chairman thereof, be approved and adopted as the Articles of Association of the Company, in substitution for, and to the exclusion of, the existing Articles of Association.**



(Chairman of the Meeting)

FRIDAY



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COMPANIES HOUSE



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

Company No. 259400

The Registrar of Companies for England and Wales hereby certifies that
OLD ASKEAN SPORTS GROUND LIMITED

having by special resolution changed its name, is now incorporated
under the name of
OLD ASKEAN SOCIAL AND LEISURE ACTIVITIES LIMITED

Given at Companies House, Cardiff, the 28th September 2004



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —

This document is the property of O A S L A Limited and is on loan from the Company on the condition that it will not be passed to any other person and it will be returned promptly when so requested by the Company
Please do not write on the document

The Companies Acts 1929 – 1989
Private Company Limited by Shares

MEMORANDUM & ARTICLES OF ASSOCIATION
OF
OLD ASKEAN SOCIAL & LEISURE ACTIVITIES LIMITED

Registered No. 259400

Dated 17 August 2004

522

OLD ASKEAN SOCIAL AND LEISURE ACTIVITIES LIMITED

The Companies Act 1929-89

Registered No 259400

A PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

(As amended by a special resolution dated 17 August 2004)


Clause

- 1 The Company's name is "Old Askean Social & Leisure Activities Limited".*
- 2 The registered office of the Company shall be situated in England
- 3 The Company's objects are to assist financially in the establishment, upkeep and conduct of clubs or groups as the Company may from time to time identify as created for the reunions, social, leisure and recreational activities of the former male pupils of the Haberdashers' Aske's Hatcham College and its predecessor Haberdashers' Aske's Hatcham Boys School and all such things, *financial or otherwise, as are incidental or conducive to the attainment of these objects*
- 4 To generate the income for the above object 3 by means of investments, loans, rentals, and the buying and selling of property, and the realisation of covenants on the sale of the former 'Old Askean' sports ground at Kidbrooke
- 5 No person shall be a Member of the Company who is not a former pupil of the Haberdashers' Aske's Hatcham College or its predecessor Haberdashers' Aske's Hatcham Boys' School and is not a member of the Old Askean Association
- 6 The liability of the Members is limited

* The Company changed its name from Old Askean Sports Ground Limited by a Special Resolution dated 17 August 2004



- 7 The Company's share capital is £100 divided into 100 ordinary shares of £1 00 each
- 8 The Company shall have power to change the capital of the Company as it may from time to time determine
- 9 The income and property of the Company howsoever derived shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum and no portion thereof shall be paid or transferred directly or indirectly by dividend, bonus or otherwise howsoever by way of profit to the Members of the Company
- 10 True accounts shall be kept of the sums of money received and expended by the Company and the purpose of it and of the property, credits and liabilities of the Company Subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed by Company regulations for the time being, shall be open to the inspection of the Members.
- 11 If the Company is wound up, with the sanction of an extraordinary resolution of the Company and after satisfaction of all its debts and liabilities, any remaining property of the Company shall be given or transferred to some other institution or institutions having the same or similar benevolent objects to the Company and which shall prohibit the distribution of its income and property among their Members as great as is imposed on the Company Such institutions shall be determined by the Directors at or before the Extraordinary General Meeting of the Company or, in default thereof and if and so far as effect cannot be given to the aforesaid provisions, then to some charitable or benevolent trust at the discretion of the surviving Directors. There shall be no distribution of the assets to the Members



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>R Blair (Sir Robert Blair) 33 Gresham Gardens, NW11 <u>Retired Late Education Officer L C C</u></p>	<p>One</p>
<p>Stanley Churchill Ramsey 46 Great Russell Street, WC1 <u>Architect</u></p>	<p>One</p>
<p>James Wilson McKechnie 'Park End', Willow Vale, Chislehurst, Kent. <u>Municipal Officer</u></p>	<p>One</p>
<p>John Lees 127 Pepys Road, New Cross, SE14 <u>Schoolmaster</u></p>	<p>One</p>
<p>Gilbert Dunsmore Surrey House, Forest Hill, SE23 <u>Chartered Surveyor</u></p>	<p>One</p>
<p>Marcel Pougatch 241/58 Salisbury House, London Wall, EC2 <u>Bank Officer</u></p>	<p>One</p>
<p>Ernest Walter Lashbrook 21, Riverview Park, Catford, SE6 <u>Salesman</u></p>	<p>One</p>

Dated the 18th day of September 1931

Witness to the above signatures -

F Winifred O'Brien,
22 Walbrook, EC4

OLD ASKEAN SOCIAL & LEISURE ACTIVITIES LIMITED

The Companies Act 1929 - 1989
Private Company Limited by Shares

ARTICLES OF ASSOCIATION

(as adopted by a Special Resolution dated 17 August 2004)

PRELIMINARY

The Regulations contained in Table A in the schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985 No 805) as recommended by the Companies (Tables A to F) (Amendments) Regulations (SI 1985 1052) (such Table hereinafter called "Table A") shall apply to the Company save that Regulations Nos 2, 4-8, 52, 54, 63, 73-75, 81, 82, 84-87, 88-91, 98-109, 111-112 and 114 shall not apply and save as varied hereby and such regulations (save as excluded or varied) and the Articles hereinafter contained shall be the Articles of the Company Regulation 117 has been varied and included in the Memorandum of the Company

INTERPRETATION

1 In these Articles –

"AGM" means Annual General Meeting

"an Askean" means a male pupil of HAHC

"the Articles" means the Articles of Association of the Company.

"the Association" means the Old Askean Association and its predecessor the Old Askean Club

"the Board" means the board of directors of the Company

"the Committee" means the executive committee of the Association

"the Company" means Old Askean Social & Leisure Activities Limited

"Director" means a director of the Company

"executed" means any mode of execution

"HAHC" means Haberdashers' Aske's Hatcham College and its predecessor Haberdashers' Aske's Hatcham Boys School



"the holder" in relation to shares, means the Member whose name is entered in the register of Members as the holder of the shares

"M&A" means the Memorandum and Articles of Association of the Company

"Member" means a shareholder in the Company.

"Memorandum" means the memorandum of association of the Company

"OAAM" means a fully paid up member of the Association

"Old Askean" means a former male pupil at the HAHC

"a poll (or ballot)" means a confidential vote given in writing personally before or at a meeting in accordance with the instructions given by the Chairman of the meeting

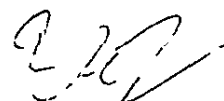
"the Rules" means the Aims, Constitution and Rules of the Association (1998 edtn)

"the Secretary" means the appointed secretary of the Company

"the UK or the United Kingdom" means Great Britain and Northern Ireland

PERFORMANCE OF THE OBJECTS OF THE COMPANY

- 2 The objects of the Company shall be achieved by fostering intercommunication between, and providing financial assistance to, such societies and recognised groups of OAAMs in their active organisation and participation in reunions and leisure or other recreational activities. The Directors shall have the sole discretion in deciding the suitability for acceptance of a request for such assistance which might come directly from an OAAM or through the Committee. The decision of the Directors shall be final and they shall not be obliged to give any explanation of their decisions or individual cases.
- 3 For the purpose of Article 2, the Company shall derive an income from –
 - (a) financial investments, loans, subscriptions, rents, lotteries and donations.
 - (b) the purchase or acquisition by any other means and the resale, of land or property
 - (c) the leasing or renting of land or property
 - (d) the benefit of the covenanted share in the capital gain arising from any sale or resale of the former Old Askean Sports Ground at Kidbrooke within a 20 (twenty) year period from 20th July 1999
- 4 The Company shall have the authority to enter into binding contracts for the purpose of any transaction under Article 3
- 5 The Company shall have the authority to borrow money in such a manner as the Directors think fit and to lend money on commercial terms as decided by the Directors



6 Income and assets howsoever acquired shall be applied solely to the benefit of OAAMs and the Association but no OAAM shall have any personal claim to the assets and income of the Company

7 The Company shall do all such things, financial or otherwise as may be deemed incidental or conducive to the attainment of the objects as decided by the Directors

MEMBERS

8 Only fully paid up OAAMs shall be eligible to be Members of the Company and hold shares in the Company subject to the provisions of the Companies Act 1985 (as amended) and these Articles

SHARE CAPITAL

9 Except as required by law no person shall be recognised by the Company as holding any share upon trust or nomination and the Company shall not be bound by or recognise any interest in any share except an absolute right to the entirety thereof in the holder whose name appears on the share certificate and in the Company's Register of Members in accordance with C.A. 1985, s 182

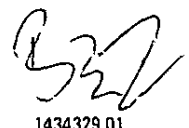
10 Subject to the provisions of the Act and without prejudice to the rights attached to any existing shares, any share may be issued with such rights or restrictions as the Company may by ordinary resolution determine

11 No Member shall hold more than two shares and no share shall be divided and held by more than one person

ALTERATION OF SHARE CAPITAL

12 The Company may by ordinary resolution –

- (a) increase its share capital by new shares of such amount as the resolution prescribes,
- (b) consolidate and divide all or any of its share capital into shares of a different amount than its existing shares,
- (c) subject to the provisions of the Act, sub-divide its shares or any of them, into shares of different amount and the resolution may determine that, as between the shares resulting from the sub-division, any of them may have any preference or advantage as compared with the others,



- (d) cancel shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled,

SHARE CERTIFICATES

- 13 Every member on becoming the holder of any shares shall be entitled without payment to one certificate for all the shares held by him and, upon transferring his holding of shares, to a certificate or certificates for the balance of such holding. Every certificate shall specify the number and the distinguishing number (if any) of the shares to which it relates and the amount or respective amounts paid thereon and shall be signed either by a Director and the Secretary or by two Directors alone.
- 14 If a share certificate is defaced, worn out, lost or destroyed, it may be renewed on such term (if any) as to evidence and indemnity and payment of the expenses reasonably incurred by the Company in investigating evidence as the Directors may determine but otherwise free of charge and (in the case of a defacement or wearing out) on delivery up of the old certificate.
- 15 For security purposes all issued share certificates may be held by the Company Secretary.

TRANSFER OF SHARES

- 16 The instrument of transfer of a share may be in any usual form or in any other form which the Directors may approve and shall be executed by or on behalf of the transferor and, unless the share is fully paid, by or on behalf of the transferee.
- 17 The Directors shall have the authority only to transfer or buy back a Member's share or shares upon the Member,-
- (a) ceasing to satisfy the conditions of eligibility for membership in Article 8, or
 - (b) ceasing to be an OAAM voluntarily or by death or when expelled from the Association by lawful or equitable process, or
 - (c) being known to have or suspected of having a serious mental disorder, being terminally or seriously ill, or taken up residence abroad, or
 - (d) being declared bankrupt



- 18 If the Company proposes to purchase its own shares it can only do so provided at least three shares remain in issue
- 19 The Directors may refuse to register the transfer of a share to a person of whom they do not approve but such refusal shall not be unreasonable, and they shall not be required to state the reason for the refusal but may, if they so wish, record it in the minute book They may also refuse to register the transfer of a share on which the Company has a lien or unless it is lodged at the office or such other place as the Directors may appoint and is accompanied by the certificate for the shares to the transferor to make the transfer.
- 20 If the Directors refuse to register the transfer of a share, they shall within 2 (two) months after the date on which the transfer of the share was lodged with the Company send to the transferor notice of the refusal.
- 21 The registration of transfer of shares may be suspended at such times and for such periods (not exceeding 30 (thirty) days in any year) as the Directors may determine
- 22 No fees shall be charged for the registration of any instrument of transfer or other document relating to or affecting the title to any share
- 23 The Company shall be entitled to retain any instrument of transfer which is registered, but an instrument of transfer which the Directors refuse to register shall be returned to the person lodging it when the notice of refusal is given

GENERAL MEETINGS

- 24 All general meetings other than Annual General Meetings shall be called Extraordinary General Meetings
- 25 Members' resolutions to go before a general meeting must be submitted in writing to the Secretary at least 21 (twenty one) days before the meeting and must be signed by the proposer
- 26 The Directors may call general meetings and, on the requisition of Members pursuant to the provisions of the Act, shall forthwith proceed to convene an Extraordinary General Meeting for a date not later than 4 (four) weeks after receipt of the requisition If there are not within the UK sufficient Directors to call a general meeting, any Director or any member of the Company may call a general meeting

27 An Annual General Meeting and an Extraordinary General Meeting called for the passing of a *Special Resolution* or a *Resolution appointing the person as a Director* shall be called by at least 21 (twenty one) clear days notice. A general meeting may be called by shorter notice if it is so agreed

- (a) in the case of an Annual General Meeting, by all the members entitled to attend and vote thereat, and
- (b) in the case of any other meeting by a majority in number of the Members having a right to attend and vote being a majority together not holding less than 95 (ninety five) per cent in nominal value of the shares giving that right

The notice shall specify the time and place of the meeting and shall include information relevant to the business to be transacted and any proposals for resolutions to be out before the meeting and, in the case of an Annual General Meeting shall specify the meeting as such. The notice shall be sent to all Members and Directors.

28 The accidental omission to give notice of a meeting or the non-receipt of notice by any person entitled to receive notice, shall not invalidate the proceedings at that meeting

PROCEEDINGS AT GENERAL MEETINGS

29 No business shall be transacted at any general meeting of the Company unless a quorum is present. 3 (three) persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member shall be a quorum

30 If such a quorum is not present within 30 (thirty) minutes of the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the time and place as the Directors may decide.

31 The Chairman, if any, of the Board or in his absence some other director nominated by the Directors shall preside as Chairman of the meeting but, if neither the Chairman nor such other Director be present within 15 (fifteen) minutes after the time appointed for holding the meeting and willing to act, the Directors present shall elect one of their number to be Chairman and, if there is only one director present and willing to act, he shall be Chairman

32 If no director is willing to act as Chairman, or if no director is present within 15 (fifteen) minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be Chairman

- 33 The Chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting but no business shall be transacted at an adjournment other than the business which might properly have been conducted at the meeting if the adjournment had not taken place. When a meeting is adjourned for 14 (fourteen) days or more at least 7 (seven) clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
- 34 A Resolution put to the vote of a meeting shall be decided on a show of hands unless before the show of hands a poll (ballot) is duly demanded. Subject to the provisions of the Act, a poll may be demanded by the Chairman or by at least 2 (two) Members having the right to vote at the meeting. Alternatively the decision to take a poll at a meeting may be taken by the Chairman in advance of the meeting and all members shall be notified in advance in the notice calling the meeting.
- 35 A poll shall be taken at a meeting or as the Chairman directs not being more than 30 (thirty) days after the poll is demanded but at least 7 (seven) days before the date specified. The Chairman shall also fix a time and place for announcing the result of the poll.
- 36 Unless a poll is duly demanded a declaration by the Chairman that a Resolution has been carried or carried unanimously or by a particular majority, or lost or not carried by a particular majority, and an entry to that effect in the minutes shall be conclusive evidence of the fact without proof of the numbers or proportion of the votes recorded in favour of or against the Resolution.
- 37 In the case of an equality of votes at a meeting, whether on a show of hands or a poll, the Chairman shall have a casting vote in addition to any other vote he may have.

VOTES OF MEMBERS

- 38 On a show of hands every Member who is present in person at a meeting and is entitled to vote shall have only one vote and, on a poll, he shall have one vote for every share of which he is the holder or is held by a Member for whom he is acting as a proxy.
- 39 No objection shall be raised to the qualification of a vote except at the meeting or the adjourned meeting at which the vote objected to is tendered. Every vote not disallowed at the meeting shall

be valid. Any objection made in due time shall be referred to the Chairman whose decision shall be final and conclusive

40 Any member may appoint a proxy to attend a meeting and to vote in his place, when a vote is taken by poll

41 An instrument appointing a proxy shall be in writing and executed by the appointer and shall be in a form as near thereto as circumstances allow as the form contained in either Regulation 60 or 61 of Table A. The written instrument shall be deposited at such place and in such manner as the directors may decide not less than 48 (forty eight) hours before the time for holding the meeting or the adjourned meeting at which the person named proposes to vote. Any instrument of proxy which is not deposited or delivered in the manner so required shall be invalid

NUMBER OF DIRECTORS

42 Unless otherwise determined by ordinary resolution the number of Directors (other than alternate directors) shall be a maximum of 4 (four) but not less than 2 (two).

APPOINTMENT AND RETIREMENT OF DIRECTORS

43 No person shall be eligible for appointment or reappointment as a Director unless-

- (a) he is a Member as defined in Article 8 and holds a share in the Company or acquires a share within 1 (one) month of his appointment;
- (b) he is recommended unanimously by the Directors at a meeting of the Directors; or
- (c) not less than 14 (fourteen) clear days before the date appointed for the meeting, notice executed by a Member qualified to vote at the meeting has been given to the Company of the intention to propose that person for appointment or reappointment stating the particulars which would, if he were so appointed or reappointed, be required to be included in the Company's register of directors together with notice executed by that person of his willingness to be appointed or reappointed, and to act at all times in the sole interests of the Company without influence or instructions from third parties

44 Not less than 7 (seven) clear days before the date appointed for holding a general meeting, notice shall be given to all who are entitled to receive notice of the meeting of any person (other than a Director who is retiring by rotation at the meeting) who is recommended by the Directors for appointment or reappointment as a Director at the meeting or in respect of whom notice has been duly given to the Company of the intention to propose him at the meeting for appointment or

reappointment as a Director The notice shall give the particulars of that person which would, if he were so reappointed, be required to be included in the Company's register of Directors and to act at all times in the sole interests of the Company without influence or instruction from third parties

- 45 After the first AGM all the directors shall retire from office and, thereafter, one of the Directors shall retire each year by rotation alphabetically or according to length of their service as a Director after one or more of the Directors retires and does not seek re-election Where 2 (two) or more Directors of the same length of service are due to retire then they shall draw lots to decide which of them retires
- 46 If the Company, at the AGM at which a Director retires by rotation, does not fill the vacancy the retiring Director shall, if willing to act, be deemed to have been reappointed unless it has been resolved not to fill the vacancy or unless a resolution for the reappointment of the Director is put to the meeting and lost. If he is not reappointed, he shall retain office until the meeting appoints someone in his place or, if he does not do so, until the end of the meeting

ALTERNATE DIRECTORS

- 47 Any Director (other than an Alternate Director) may appoint any other Director or OAAM approved by resolution of the Directors, and willing to act as Alternate Director, and may remove from office at any time, an Alternate Director appointed by him
- 48 Any appointment or removal of an Alternate Director shall be by written notice to the Company signed by the Director making or revoking an appointment
- 49 An Alternate Director shall be deemed for all purposes to be a Director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the Director appointing him, and he shall be entitled to receive copies of any documents relevant to the business of the meetings he attends
- 50 An Alternate Director shall be entitled to receive notice of all meetings of Directors to attend as a Director and to vote at any such meetings at which the Director appointing him is not personally present and generally to perform all the functions of his appointer as a Director
- 51 An Alternate Director shall cease to be an Alternate Director if his appointer ceases to be a Director, but if a Director retires by rotation or otherwise but is reappointed or deemed to have

been reappointed at the meeting at which he retires, any appointment of an Alternate Director made by him which was in force prior to his retirement shall continue after his reappointment

POWERS OF DIRECTORS (MANAGEMENT)

- 52 Subject to the provisions of the Act, the M&A, and to any directions given by Special Resolution, the business of the Company shall be managed entirely by the Directors who may exercise all the powers of the Company. No alterations of the M&A and no such direction shall invalidate any prior action of the Directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this regulation shall not be limited by any special power given to the Directors by the Articles and a meeting of the Directors at which a quorum is present may exercise all powers exercisable by the Directors.
- 53 The Directors may appoint any person to be an advisor or consultant to the Board of Directors for such purposes and on such conditions as they determine. Such persons shall have no vote at meetings of the Directors or the Members and may be retired by resolution of the Directors at any time.

DELEGATION OF DIRECTORS' POWERS

- 54 The Directors may delegate any of their powers to any committee consisting of one or more Directors any such delegation may be made subject to any conditions the Directors may impose either collaterally with or to the exclusion of their own powers and may be revoked or altered.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

- 55 The office of a Director shall be vacated if-
- (a) he ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a Director, or
 - (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
 - (c) he is, or may be, suffering from a debilitating illness or mental disorder, or
 - (d) he resigns his office by notice to the Company, or
 - (e) he shall for more than 6 (six) months have been absent without permission of the Directors from meetings of Directors held during that period and the Directors resolve that his office be vacated, or
 - (f) he ceases to be a shareholder of the Company; or

- (g) he ceases to be an OAAM voluntarily or when expelled from the Association by lawful or equitable process

REMUNERATION AND EXPENSES OF DIRECTORS

- 56 The Directors shall receive no remuneration but may be paid all expenses properly incurred by them in connection with their attendance at meetings of Directors, obtaining legal and financial advice, or out of pocket expenses in connection with the discharge of their duties as Directors

PROCEEDINGS OF DIRECTORS

- 57 Subject to the provisions of the Articles and Bye-Laws, the Directors may regulate their proceedings as they think fit. A Director may, and the Secretary shall, call a meeting of the Directors. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chairman shall have a second or casting vote.

- 58 The quorum for the transaction of business at a meeting of the Directors shall be 2 (two). When present at a meeting of Directors an Alternate Director shall be counted in the quorum

- 59 The continuing Directors or a sole continuing Director shall only be considered as part of the quorum for the purpose of filling vacancies for Directors or calling a general meeting of the Company

- 60 The Directors may appoint 1 (one) of their number to be the Chairman of the board for a period of up to 3 (three) years but may at any time during that period remove him from office if they so wish. The Chairman shall preside at all meetings of the Board at which he is present. If the Director holding that office is unwilling or unable to preside at a meeting, or is not present within 10 (ten) minutes of the time appointed for the meeting, the Directors present may appoint 1 (one) of their number to be the Chairman.

- 61 A Resolution in writing signed by all the Directors entitled to receive notice of a Board meeting shall be as valid as if it had been passed at a Board meeting.

- 62 Save as otherwise provided by the Articles, a Director or his Alternate Director shall not participate in the business nor vote upon any resolution at a Board meeting concerning a matter in which either of them has, directly or indirectly, an interest or duty which is material and which conflicts with the interests of the Company

ACCOUNTS

71 The members of the Company shall be entitled to inspect and copy the books and accounts of the Company except as certified by the Directors or otherwise provided by the Company.

72 All members shall receive a copy of the Annual Report and Accounts of the Company.

COMMITTEES

73 Notwithstanding the statutory obligations and limitations of Article 74 the Directors shall have the power to delegate any of their powers, functions and duties to any committee of the Company consisting of one or more members of the Company and its officers and employees, including the promotion of the Company's objects to the OAA. The Directors shall also have the power to delegate any of their powers, functions and duties to any committee of the Company consisting of one or more members of the Company and its officers and employees, including the promotion of the Company's objects to the OAA. The Directors shall also have the power to delegate any of their powers, functions and duties to any committee of the Company consisting of one or more members of the Company and its officers and employees, including the promotion of the Company's objects to the OAA.

NOTICES

74 Any notice to be given to or by any person pursuant to the Articles shall be in writing and shall be given to the person to whom it is to be given at his last known address or to such other person as may be nominated for that purpose by the person to whom it is to be given.

75 The Company may give any notice to a member of the Company by depositing it in a post box or by delivering it to the member of the Company at his registered address or by delivering it to the member of the Company at his last known address or by delivering it to the member of the Company at his last known address or by delivering it to the member of the Company at his last known address.

INDEMNITY

76 Notwithstanding the provisions of the Act but without prejudice to any indemnity which a Director may be entitled to under the Act, every Director or other officer or employee of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in connection with the discharge of his duties as a Director or other officer or employee of the Company, including any liability incurred by him in connection with the discharge of his duties as a Director or other officer or employee of the Company, including any liability incurred by him in connection with the discharge of his duties as a Director or other officer or employee of the Company.