

COMPANY REGISTRATION NO.201622665M

**THE COMPANIES ACT 1967
REPUBLIC OF SINGAPORE
COMPANY LIMITED BY SHARES**

CONSTITUTION

OF

AA ACCESS PARTNERSHIP PTE. LTD.

Incorporated on 18 August 2016

(Adopted via Extraordinary General Meeting held on 23 November 2022)

Lodged in the Office of the Accounting and Corporate
Regulatory Authority, Singapore

THE COMPANIES ACT (CAP. 50)
PRIVATE COMPANY LIMITED BY SHARES
CONSTITUTION
OF
AA ACCESS PARTNERSHIP PTE. LTD.

1. The name of the Company is AA Access Partnership Pte. Ltd.
2. The registered office of the Company will be situated in the Republic of Singapore.
3. The objects for which the Company is established are to carry on, undertake, take part or engage in any business or activity, matter or thing of any kind whatsoever, and do any act or enter into any transaction which a natural person may do or enter into without any restriction or limitation as to the nature or description thereof.
4. The liability of the Members is limited.
5. The share capital may be divided into several classes and there may be attached thereto respectively any preferential deferred qualified or other special rights, privileges, conditions or restrictions as to dividend, capital, voting or otherwise.

I/We, the subscriber(s) hereto am/are desirous of being formed into a company in pursuance of this Constitution and I/we agree to take the number(s) of shares in the capital of the Company set opposite my/our names.

Name(s), Address(es) and Occupation(s)/ Registration No.(s) of Subscriber(s)	Number(s) of Shares taken by Subscriber(s)
AA Access Partnership Ltd. Broadway Studios 20 Hammersmith Broadway London W6 7AF United Kingdom	One thousand (1000) Ordinary Share at SGD 10.00 per share

Dated this 5th day of July 2016

-signed-

Signature of Colin Thomson
of 37 Broomwood Road, London, SW11 6HU
Director and Authorised Signatory of AA Access Partnership Ltd.

Witness to the above signature

-signed-

Signature of Natalie Lee-Kong
NOTARY PUBLIC
of 36 Vera Road, Fulham
London SW6 6QW, ENGLAND

TOTAL NUMBER OF SHARES TAKEN	One thousand (1000) Ordinary Share at SGD 10.00 per share
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Joey Choy <joeychoy@3ecpa.com.sg>

Notice of Resolution for alteration of constitution is submitted

acra_bizfile@acra.gov.sg <acra_bizfile@acra.gov.sg>
To: JOEYCHOY@3ecpa.com.sg

Wed, Nov 23, 2022 at 5:58 PM

Dear Sir/Mdm,

NOTICE OF ALTERATION MADE TO CONSTITUTION

Entity Name: AA ACCESS PARTNERSHIP PTE. LTD.
UEN: 201622665M
Transaction Name: Notice of Resolution
Transaction No.: C220840259

This is to confirm that with effect from 23-NOV-22 the Company is incorporated in accordance with the alteration made to the constitution.

Thank you.

Regards,
Accounting and Corporate Regulatory Authority (ACRA)

This is a system-generated email. Please do not reply to this email.
For more information, please visit our website at www.acra.gov.sg or use our interactive virtual assistant, AskJamie@ACRA.

AA ACCESS PARTNERSHIP PTE. LTD.
Company Registration No. 201622665M

CERTIFIED EXTRACT OF MEMBER'S RESOLUTION IN WRITING PASSED PURSUANT TO THE COMPANY'S
CONSTITUTION ON

SPECIAL RESOLUTION:

IT WAS RESOLVED THAT the Company's Constitution be amended as follows:

(a) Replacement of Article 8

Article 8 shall be deleted in its entirety and replaced with the following:

"8. "No part of the funds of the Company shall, to the extent prohibited by the Act, directly or indirectly, be employed in the purchase of or subscription for or loans upon the security of any shares in the Company. The Company shall not, to the extent prohibited by the Act, give any financial assistance for the purpose of or in connection with the purchase of or subscription for any shares in the Company or its holding company, if any. Nothing in this Article shall prohibit transactions mentioned in Sections 76(8), 76(9), 76(9A), 76(9B), 76(9BA) and 76(10) of the Act.";

(b) New Article 10A

the following be inserted as article 10A of the Constitution, immediately after the existing article 10:

"10A. Notwithstanding anything contained in this Constitution (including, without limitation, Article 10), the Company shall recognise the interest of any bank, institution or person (or any nominee, agent or trustee of or on behalf of such bank, institution or person) to whom any shares have been pledged, mortgaged or charged from time to time to secure the secured debts, liabilities and engagements of the pledgor, chargor or mortgagor or any other person.";

(c) New Article 16A

the following be inserted as article 16A of the Constitution, immediately after the existing article 16:

"16A. Notwithstanding anything contained in Articles 16 to 19 (inclusive) or any other provision of this Constitution, any bank or institution or person (or any nominee, agent or trustee of or on behalf of any such bank or institution or person) to whom any shares have from time to time been charged by way of security shall have a first fixed charge over such shares, ranking in priority over the lien expressed to be created under Article 16 (which shall in all respects be subject to such charge), whether the period for the payment, fulfilment or discharge shall have actually arrived or not, and, regardless of when such charge and such security has been created by the charge, and such first fixed charge shall extend to all dividends from time to time declared in respect of such shares.";

(d) New Article 17A

the following be inserted as article 17A of the Constitution, immediately after the existing article 17:

"17A. Notwithstanding anything contained in Articles 17 and 18 (inclusive) or any other provision of this Constitution, no sale shall be made of any shares which have been charged by way of security, from time to time, to any bank or institution or person (or any nominee, agent or trustee of or on behalf of such bank or institution or person).";

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(e) New Article 26A

the following be inserted as article 26A of the Constitution, immediately after the existing article 26:

"26A. Notwithstanding anything contained in Article 26 or any other provision of this Constitution, for the purpose of Article 26, any bank or institution or person (or any nominee, agent or trustee of or on behalf of any such bank or institution or person) to whom any shares have been charged by way of security, from time to time, shall not be required to pay any fee and shall not be required to provide any evidence to prove its title to such shares or to prove the right of the transferor to make the transfer of such shares other than the certificate of the shares to be transferred.";

(f) New Article 35A

the following be inserted as article 35A of the Constitution, immediately after the existing article 35:

"35A. Notwithstanding anything contained in Articles 29 to 35 (inclusive) or any other provision of this Constitution, any bank or institution or person (or any nominee, agent or trustee of or on behalf of any such bank or institution or person) to whom any shares have been charged by way of security, from time to time, shall be entitled to transfer such shares to any person in its sole discretion, pursuant to the power of sale under such security conferred on such bank or institution or person (or any nominee, agent or trustee of or on behalf of any such bank or institution or person) to whom such shares have been charged, without reference to any restriction on transfer, right of pre-emption or requirement for notice to the Company contained in this Constitution.";

(g) New Article 39A

the following be inserted as article 39A of the Constitution, immediately after the existing article 39:

"39A. Notwithstanding anything contained in Articles 37 to 39 (inclusive) or any other provision of this Constitution, the Directors shall not decline or refuse to register, nor suspend registration of, any transfer of shares which is requested by any bank or institution or person (or any nominee, agent or trustee of or on behalf of such bank or institution or person), and where such registration is executed by any bank or institution or person to whom such shares have been charged by way of security, or by any nominee, agent or trustee of such bank or institution or person, pursuant to the power of sale under such security and a certificate by any official of any such bank or institution or person (or any nominee, agent or trustee of or on behalf of such bank or institution or person) that the relevant shares are or are to be subject to such security shall be conclusive evidence of such facts.";

(h) New Article 41A

the following be inserted as article 41A of the Constitution, immediately after the existing article 41:

"41A. Notwithstanding anything contained in Article 41 or any other provision of this Constitution, the Register of Transfers may not be closed at such times and for such periods when any bank, institution or person (or any nominee, agent or trustee of or on behalf of such bank, institution or person) to whom any shares have been charged by way of security, from time to time has requested for a transfer of such shares pursuant to the power of sale or other powers under such security (whether conferred by law, contract or otherwise).";

(i) New Article 51A

the following be inserted as article 51A of the Constitution, immediately after the existing article 51:

"51A. Notwithstanding anything contained in Articles 45 to 51 (inclusive) or any other provision of this Constitution, no forfeiture pursuant to Article 47 shall be effected and no sale or disposal pursuant to Article 48 shall be made of any shares which have been charged by way of security to any bank or institution or person (or any nominee, agent or trustee of or on behalf of such bank or institution or person).";

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(j) New Article 51B

the following be inserted as article 51B of the Constitution, immediately after the new article 51A:

"51B. Notwithstanding anything contained in Article 51 or any other provision of this Constitution, no shares which have been charged by way of security, from time to time, to any bank or institution or person (or any nominee, agent or trustee of or on behalf of any such bank or institution or person) shall be liable to be forfeited or surrendered or sold and the shareholder of whom shall continue to be entitled to receive any dividend or to be present or vote at any meeting or upon a poll, or to exercise any privilege or rights as a member.";

(k) New Article 55A

the following be inserted as article 55A of the Constitution, immediately after the existing article 55:

"55A. Notwithstanding anything contained in Articles 52 to 55 (inclusive) or any other provision of this Constitution, no shares for the time being forming part of the share capital of the Company which have been charged by way of security from time to time to any bank or institution or person (or any nominee, agent or trustee of or on behalf of any such bank or institution or person) shall be converted to stock without the prior written consent of such bank or institution or person or any nominee, agent or trustee of or on behalf of such bank or institution or person."

(l) New Article 59A

the following be inserted as article 59A of the Constitution, immediately after the existing article 59:

"59A. Notwithstanding anything contained in Article 59 or any other provision of this Constitution, no shares nor any class of shares for the time being forming part of the share capital of the Company which have been charged by way of security, from time to time, to any bank or institution or person (or any nominee, agent or trustee of or on behalf of any such bank or institution or person), shall be subject to any consolidation, division, cancellation, subdivision or conversion into any other class of shares in any way or manner without the prior written consent of such bank or institution or person (or, as the case may be, such nominee, agent or trustee of or on behalf of any such bank or institution or person).";

(m) New Article 60A

the following be inserted as article 60A of the Constitution, immediately after the existing article 60:

"60A. Notwithstanding anything contained in in Article 60 or any other provision of this Constitution, the rights, privileges or conditions for the time being attached or belonging to any class of shares for the time being forming part of the share capital of the Company which have been charged by way of security, from time to time, to any bank or institution or person (or any nominee, agent or trustee of or on behalf of such bank or institution or person), shall not be modified, affected, varied, extended or surrendered in any way or manner without the prior written consent of such bank or institution or person (or, as the case may be, such nominee, agent or trustee)."; and

(n) New Article 132A

the following be inserted as article 132A of the Constitution, immediately after the existing article 132:

"132A. Notwithstanding anything contained in Article 132 or any other provision of this Constitution, no deduction of dividend or other moneys payable pursuant to Article 132 shall be made in respect of any shares which have been charged by way of security, from time to time, to any bank or institution or person (or any nominee, agent or trustee of or on behalf of such bank or institution or person)."

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Certified by:



GREGORY EDMOND FRANCIS
Director
Date: 23 November 2022



PETER LOVELOCK
Director
Date: 23 November 2022

THE COMPANIES ACT (CAP. 50)
PRIVATE COMPANY LIMITED BY SHARES
CONSTITUTION
OF
AA ACCESS PARTNERSHIP PTE. LTD.

MODEL CONSTITUTION

1. The Model Constitution in the First Schedule to the Regulations shall not apply to the Company except so far as the same are repeated or contained in this Constitution.

INTERPRETATION

2. In this Constitution the words standing in the first column of the Table next hereinafter contained shall bear the meanings set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context:-

WORDS	-	MEANINGS
the Act	-	The Companies Act (Cap. 50) as amended or modified from time to time.
this Constitution	-	This Constitution as originally framed or as altered from time to time by Special Resolution.
the Directors, or the Board	-	The Directors for the time being of the Company as a body or a quorum of the Directors present at a meeting of the Directors.
dividend	-	Includes bonus.
Member	-	Any registered holder of shares in the Company.
month	-	Calendar month.
the Office	-	The registered office for the time being of the Company.
the Regulations	-	The Companies (Model Constitutions) Regulations 2015, being subsidiary legislation to the Act, as amended or modified from time to time.
the Seal	-	The Common Seal of the Company.
the Statutes	-	The Act and every other legislation for the time being in force concerning companies and affecting the Company.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography, and other modes of representing or reproducing words in a visible form, whether electronic or otherwise.

Words denoting the singular shall include the plural and vice versa. Words denoting the masculine gender only shall include the feminine gender. Words denoting persons shall include corporations.

Subject as aforesaid, any words or expressions defined in the Statutes shall, except where the context otherwise requires, bear the same meanings in this Constitution.

PRIVATE COMPANY

3. The Company is a private company, and accordingly (a) the number of the Members of the Company (not including persons who are in the employment of the Company, and persons who, having been formerly in the employment of the Company, were while in that employment, and have continued after the determination of that employment to be, Members of the Company) shall be limited to fifty; Provided Always That where two or more persons hold one or more shares in the Company jointly they shall, for the purposes of this Article, be treated as a single Member; and (b) the right to transfer the shares of the Company shall be restricted in the manner hereinafter appearing.

BUSINESS

4. Any branch or kind of business which by the Constitution of the Company or this Constitution is either expressly or by implication authorised to be undertaken by the Company may be undertaken by the Directors at such time or times as they shall think fit and further may be suffered by them to be in abeyance whether such branch or kind of business may have been actually commenced or not, so long as the Directors may deem it expedient not to commence or proceed with such branch or kind of business.

5. The office shall be at such place in the Republic of Singapore as the Directors shall from time to time determine.

SHARES

6. Subject to any direction to the contrary that may be given by the Company in general meeting, all unissued shares shall before issue be offered for subscription to the Members in proportion as nearly as the circumstances will admit to the number of shares then held by them.

7.(1) Any such offer as aforesaid shall be made by notice specifying the number and class of shares and the price at which the same are offered and limiting the time (not being less than twenty-eight days, unless the Member to whom the offer is to be made otherwise agrees) within which the offer if not accepted will be deemed to be declined.

(2) Subject as aforesaid, all unissued shares shall be at the disposal of the Directors and they may allot grant options over or otherwise deal with or dispose of the same to such persons, at such times, and generally on such terms as they think proper.

(3) Without prejudice to any special rights or privileges attached to any then existing shares in the capital of the Company, any new shares may be issued upon such terms and conditions, and with such rights and privileges attached thereto, as the Company by Ordinary Resolution may direct, or, if no such direction be given, as the Directors shall determine, and in particular such shares may be issued with preferential, qualified or deferred right to dividends and in the distribution of assets of the Company, and with a special or restricted right of voting, and any preference share may be issued on the terms that it is, or at the option of the Company is to be liable to be redeemed.

8. No part of the funds of the Company shall, directly or indirectly, be employed in the purchase of or subscription for or loans upon the security of any shares in the Company. The Company shall not give any financial assistance for the purpose of or in connection with the purchase of or subscription for any shares in the Company or its holding company, if any. Nothing in this Article shall prohibit transactions mentioned in Sections 76(8), 76(9), 76(9A), 76(9B) and 76(10) of the Act.

9. Where any shares are issued for the purpose of raising money to defray the expenses of the construction of any works or buildings, or the provision of any plant which cannot be made profitable for a lengthened period, the Company may pay interest on so much of that share capital as is for the time being paid up for the period and subject to the conditions and restrictions mentioned in Section 78 of the Act and may charge the same to capital as part of the cost of the construction of the works or building or the provision of the plant.

10. Except as required by law no person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by this Constitution or by law otherwise provided) any other right in respect of any share, except an absolute right to the entirety thereof in the registered holder.

SHARE CERTIFICATE

11. Every Member shall be entitled without payment to receive within two months after allotment or within one month after lodgement of transfer (or within such period as the conditions of issue shall provide) one certificate in respect of each class of shares held by him for all his shares of that class or several certificates each for one or more of his shares of that class upon payment of S\$1.00 (or such less sum as the Directors shall from time to time determine) for every certificate after the first; Provided Always That (a) the Company shall not be bound to issue more than one certificate in respect of a share held jointly by several persons and delivery thereof to one of several joint holders shall be sufficient delivery to all such holders and (b), a Member who has transferred part of his shares comprised in a share certificate shall be entitled to receive without payment and within one month after lodgement of the transfer of the shares transferred a certificate in respect of the shares not transferred.

12. Every certificate for shares or debentures or representing any other form of security shall be under the Seal in accordance with this Constitution. Every certificate for shares shall specify the number and class of shares to which it relates, the amount paid up thereon and the amount (if any) unpaid on the shares.

13. If any such certificate shall be worn out, defaced, destroyed or lost it may be renewed on such evidence being produced as the Directors shall require and in the case of wearing out or defacement on delivery of the old certificate and in the case of destruction or loss of execution of such indemnity (if any) and in either case on payment of such sum not exceeding one dollar as the Directors may from time to time require. In the case of destruction or loss the Member to whom such renewed certificate is given shall also bear the loss and pay to the Company all expenses incidental to the investigations by the Company of the evidence of such destruction or loss and to such indemnity.

14. No shareholder shall be entitled to receive any dividend or to be present or vote at any meeting or upon a poll, or to exercise any privilege as a Member until he shall have paid all calls for the time being due and payable on every share held by him, whether alone or jointly with any other person, together with interest and expenses (if any).

JOINT HOLDERS OF SHARES

15. Where two or more persons are registered as the holders of any share, they shall be deemed to hold the same as joint tenants with benefit of survivorship subject to the following provisions:-

- (a) The Company shall not be bound to register more than four persons as the holders of any share.
- (b) The joint holders of a share shall be liable severally as well as jointly in respect of all payments which ought to be made in respect of such share.
- (c) On the death of any one of such joint holders the survivor or survivors shall be the only person or persons recognised by the Company as having any title to such share but the Directors may require such evidence of death as they may deem fit.
- (d) Any one of such joint holders may give effectual receipts for any dividend payable to such joint holders.
- (e) Only the person whose name stands first in the Register of Members as one of the joint holders of any share shall be entitled to delivery of the certificate relating to such share or to receive notices from the Company and any notice given to such persons shall be deemed notice to all the joint holders.

LIEN ON SHARES

16. The Company shall have a first and paramount lien and charges on all the shares not fully paid up registered in the name of a Member (whether solely or jointly with others) for all moneys due to the Company from him or his estate either alone or jointly with any other person, whether a Member or not, and whether such moneys are presently payable or not. The Company's lien (if any) on a share shall extend to all dividends payable thereon.

17. For the purpose of enforcing such lien the Directors may sell all or any of the shares subject thereto in such manner as they think fit, but no sale shall be made until such time as the moneys are presently payable and until a notice in writing stating the amount due and demanding payment and giving notice of intention to sell in default, shall have been served in such a manner as the Directors shall think fit on such Member or the person (if any) entitled by transmission to the shares, and default in payment shall have been made by him or them for seven days after such notice.

18. The net proceeds of any such sale shall be applied in or towards satisfaction of the amount due and the residue (if any) shall be paid to the Members or the person (if any) entitled by transmission to the shares; Provided Always That the Company shall be entitled to a lien upon such residue in respect of any money due to the Company but not presently payable like to that which it had upon the shares immediately before the sale thereof.

19. To give effect to any such sale the Directors may authorise some person to transfer the shares sold to the purchaser and the Directors may enter the purchaser's name in the Register of Members as holder of the shares and the purchaser shall not be bound to see to the regularity or validity of or be affected by any irregularity or invalidity in the proceedings or be bound to see to the application of the purchase money and after his name has been entered in the Register of Members the validity of the sale shall not be impeached by any person and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

CALLS ON SHARES

20. The Directors may from time to time make calls upon the Members in respect of any moneys unpaid on their shares or on any class of their shares and not by the conditions of allotment thereof made payable at fixed times; and each Member shall (subject to his having been given at least fourteen days' notice specifying the time or times and place of payment) pay to the Company at the time or times and place so specified the amount called on his shares. A call may be made payable by instalments. A call may be revoked or postponed as the Directors may determine. A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed.

21. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

22. If before or on the day appointed for payment thereof a call payable in respect of a share is not paid, the person from whom the amount of the call is due shall pay interest on such amount at the rate of eight per cent (8%) per annum from the day appointed for payment thereof to the time of actual payment, and shall also pay all costs, charges and expenses which the Company may have incurred or become liable for in order to procure payment of or in consequence of the non-payment of such call or instalment, but the Directors shall be at liberty to waive payment of such interest, costs, charges and expenses wholly or in part.

23. Any sum which by the terms of issue of a share is made payable upon allotment or at any fixed date and any instalment of a call shall for all purposes of this Constitution be deemed to be a call duly made and payable on the date fixed for payment and in the case of non-payment the provisions of this Constitution as to payment of interest and expenses, forfeiture and the like and all other relevant provisions of the Statutes or of this Constitution shall apply as if such sum were a call duly made and notified as hereby provided.

24. The Directors may from time to time make arrangements on the issue of shares for a difference between the holders of such shares in the amount of calls to be paid and in the time of payment of such calls.

25. The Directors may if they think fit receive from any shareholder willing to advance the same all or any part of the moneys due upon his shares beyond the sums actually called up thereon and upon all or any of the moneys so advanced the Directors may (until the same would but for such advance become presently payable) pay or allow such interest as may be agreed upon between them and such shareholder in addition to the dividend payable upon such part of the share in respect of which such advance has been made as is actually called up. Except in liquidation, sums paid in advance of calls shall not, until the same would but for such advance have become payable, be treated as paid up on the shares in respect of which they have been paid.

RESTRICTION ON TRANSFER OF SHARES

26. Subject to the restrictions of this Constitution any Member may transfer all or any of his shares, but every transfer must be in writing and in the usual common form, or in any other form which the Directors may approve, and must be left at the Office for registration, accompanied by the certificate of the shares to be transferred, and such other evidence (if any) as the Directors may require to prove the title of the intending transferor, or his right to transfer the shares.

27. The instrument of transfer of a share shall be signed both by the transferor and by the transferee, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register of Members in respect thereof; Provided Always That the Directors may dispense with the execution of the instrument of transfer by the transferee in any case in which they think fit in their discretion so to do. Shares of different classes shall not be comprised in the same instrument of transfer.

28. All instruments of transfer which shall be registered shall be retained by the Company, but any instrument of transfer which the Directors may refuse to register shall (except in any case of fraud) be returned to the party presenting the same.

29. No share shall in any circumstances be transferred to any bankrupt or person of unsound mind.

30. Any Member proposing to transfer a share (hereinafter called "the proposing transferor") shall give notice in writing (hereinafter called "a transfer notice") to the Company that he desires to transfer the same. Such transfer notice shall specify the sum he fixes as the fair value and shall constitute the Company his agent for the sale of the share to any other Members in proportion to their shareholdings in the Company (hereinafter called "the purchasing Member") at the price so fixed or at the option of the purchasing Member at the fair value to be fixed by the Auditor of the Company in accordance with Article 33 hereof.

31. A transfer notice may include several shares and in such case shall operate as if it were a separate notice in respect of each. A transfer notice shall not be revocable except with the sanction of the Directors.

32. If the Company shall within the space of twenty-eight days after being served with a transfer notice find a purchasing Member and shall give notice thereof to the proposing transferor, the proposing transferor shall be bound upon payment of the fair value as fixed in accordance with Article 30 or Article 33 hereof to transfer the shares to the purchasing Member and the purchasing Member shall be bound to purchase the shares from the proposing transferor at the fair value as fixed in accordance with Article 30 or Article 33.

33. In case any difference arises between the proposing transferor and the purchasing Member as to the fair value of a share, the Auditor shall on the application of either party certify in writing the sum which in his opinion is the fair value and such sum shall be deemed to be the fair value and in so certifying the Auditor shall be considered to be acting as an expert and not as an arbitrator, and accordingly the Arbitration Act shall not apply.

34. If in any case the proposing transferor after having become bound as aforesaid makes default in transferring the share, the Company may receive the purchase money and the proposing transferor shall be deemed to have appointed any one Director or the Secretary of the Company as his agent to execute a transfer of the share to the purchasing Member, and upon the execution of such transfer the Company shall hold the purchasing money in trust for the proposing transferor. The receipt of the Company for the purchase money shall be a good discharge to the purchasing Member, and after his name has been entered in the Register of Members in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.

35. If the Company shall not within the space of twenty-eight days after being served with a transfer notice find a purchasing Member and give notice in the manner aforesaid or if the purchasing Member, after having become bound as aforesaid to purchase the shares, makes default in purchasing the shares within seven (7) days after the said period of twenty eight (28) days or within seven (7) days after the Auditor has certified the fair value of the shares, the proposing transferor shall at any time within three months afterwards be at liberty, subject to Article 38 hereof, to sell and transfer the share (or where there are more shares than one, those not placed) to any person and at any price.

36. The Company in general meeting may make and from time to time vary rules as to the mode in which any shares specified in any transfer notice shall be offered to the Members and as to their rights in regard

to the purchase thereof and in particular may give any Member or class of Members a preferential right to purchase the same.

37. The Directors may refuse to register any transfer of any share and shall not be bound to give any reason for such refusal or specify the grounds upon which any transfer is declined.

38. The Directors may decline to recognise any instrument of transfer unless:-

- (a) a fee not exceeding one dollar is paid to the Company in respect thereof; and
- (b) the instrument of transfer is accompanied by the certificate of the shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer.

39. If the Directors refuse to register a transfer of any shares, they shall within one month after the date on which the transfer was lodged with the Company send to the transferor and to the transferee notice of the refusal.

40. The Company shall provide a book to be called "Register of Transfers", which shall be kept under the control of the Directors, and in which shall be entered the particulars of every transfer or transmission of every share.

41. The Register of Transfers shall be closed during the fourteen days immediately preceding every annual general meeting of the Company and at such other times (if any) and for such period as the Directors may from time to time determine; Provided Always That it shall not be closed for more than thirty days in any year and during such periods the Directors may suspend the registration of transfers.

TRANSMISSION OF SHARES

42. In the case of the death of a Member, the survivors or survivor where the deceased was a joint holder, and the legal personal representatives of the deceased where he was a sole or only surviving holder, shall be the only persons recognised by the Company as having any title to his shares, but nothing herein contained shall release the estate of a deceased holder from any liability in respect of any share solely or jointly held by him.

43. Any person becoming entitled to a share in consequences of the death or bankruptcy of a Member shall upon producing such evidence of his title as the Directors may require, have the right either to be registered himself as the holder of the share or to make such transfer thereof as the deceased or bankrupt Member could have made, but the Directors shall in either case have the same right to refuse or suspend registration as they would have had in the case of a transfer of the share by the deceased or bankrupt Member before the death or bankruptcy.

44. A person becoming entitled to a share in consequence of the death or bankruptcy of any Member shall have the right to receive and give a discharge for any dividends or other moneys payable in respect of the share, but he shall have no right to receive notice of or to attend or vote at meetings of the Company, or (save as aforesaid) to any of the rights or privileges of a Member in respect of the share, unless and until he shall be registered as the holder thereof; Provided Always That the Directors may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days the Directors may thereafter withhold payment of all dividends or other moneys payable in respect of the share until the requirements of the notice have been complied with.

FORFEITURE OF SHARES

45.(1) If a Member fails to pay the whole or any part of any call or instalment of a call on the day appointed for payment thereof, the Directors may, at any time thereafter during such time as any part of the call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest and expenses which may have accrued by reason of such non-payment.

(2) The notice shall name a further day (not earlier than the expiration of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made. It shall also name the place where payment is to be made and shall state that, in the event of non-payment at or before the time appointed, the shares in respect of which the call was made will be liable to be forfeited.

46. If the requirements of any such notice as aforesaid are not complied with any share in respect of which the notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect.

47. A forfeiture of shares shall include all dividends in respect of the shares not actually paid before the forfeiture notwithstanding that they shall have been declared.

48.(1) A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Directors think fit and at any time before a sale or disposition the forfeiture may be cancelled on such terms as the Directors think fit.

(2) The Company may receive the consideration, if any, given for the share on any sale or disposition thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed and he shall thereupon be registered as the holder of the share and shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in the reference to the forfeiture, sale or disposal of the share.

49. A person whose shares have been forfeited shall cease to be a Member in respect of the forfeited shares, but shall, notwithstanding, remain liable to pay to the Company all moneys which at the date of forfeiture were payable by him to the Company in respect of shares; but his liability shall cease if and when the Company shall have received payment in full of all such moneys in respect of the shares.

50. Notice of any forfeiture shall be given to the holder of the share forfeited or to the person entitled by transmission to the share forfeited as the case may be. An entry of the forfeiture with the date thereof shall be made in the Register of Members opposite to the share. The provisions of this Article are directory only, and no forfeiture shall be in any manner invalidated by any omission to give such notice or to make such entry as aforesaid.

51. A statutory declaration in writing that the declarant is a Director or the Secretary of the Company and that a share in the Company has been duly forfeited on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share.

CONVERSION OF SHARES INTO STOCK

52. The Company in general meeting may convert all or any paid-up shares into stock and may from time to time reconvert such stock into paid-up shares of any denomination.

53. When any shares have been converted into stock the several holders of such stock may transfer their respective interests therein or any part of such interests in such manner as the Company in general meeting shall direct, but in default of any such direction then in the same manner and subject to the same regulations as and subject to which the shares from which the stock arose might previously to conversion have been transferred or as near thereto as circumstances will admit. But the Directors may if they think fit from time to time fix the minimum amount of stock transferable.

54. The several holders of stock shall be entitled to participate in the dividends and profits of the Company according to the amount of their respective interests in such stock and such interests shall, in proportion to the amount thereof, confer on the holders thereof respectively the same privileges and advantages for the purpose of voting at meetings of the Company and for other purposes as if they held the shares from which the stock arose, but so that none of such privileges or advantages, except the participation in the dividends, profits and assets of the Company, shall be conferred by any such aliquot part of consolidated stock as would not, if existing in shares, have conferred such privileges or advantages.

55. All such provisions of this Constitution as are applicable to paid up shares shall apply to stock and in all such provisions the words "share" and "shareholder" shall include "stock" and "stockholder".

INCREASE OF CAPITAL

56. The Company may from time to time by Ordinary Resolution, whether all the shares for the time being issued shall have been fully called up or not increase its capital by the creation and issue of new shares, such aggregate increase to be of such amount as the Company by the resolution authorising such increase directs. The new shares shall be issued upon such terms and conditions and with such rights and privileges annexed thereto as the general meeting resolving upon the creation thereof shall direct, and if no direction be given as the Directors shall determine, and in particular, such new shares may be issued with a preferential or qualified right to dividends and in the distribution of the assets of the Company and with a special or restricted right of voting.

57. Subject to the other provisions of this Constitution any shares created by any increase in capital as aforesaid shall be at the disposal of the Directors who may allot, grant options over or otherwise dispose of them to such persons at such times and for such consideration and upon such terms and conditions as the Directors may determine.

58. Subject to any directions that may be given in accordance with the powers contained in this Constitution, any capital raised by the creation of new shares shall be considered as part of the original capital and as consisting of ordinary shares and shall be subject to the same provisions with reference to the payment of calls, transfer, transmission, forfeiture, lien and otherwise as if it had been part of the original capital.

ALTERATIONS OF CAPITAL

59.(1) The Company may by Ordinary Resolution :-

- (a) consolidate and/or divide all or any of its share capital; or
- (b) cancel the number of shares which at the date of the passing of the resolution for such cancellation have not been taken or agreed to be taken by any person or which have been forfeited and diminish the number of its share capital by the amount of the shares so cancelled; or

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- (c) subdivide its shares or any of them, so however that in the subdivision the proportion between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived; or
- (d) convert all or any of its paid-up shares into stock and reconvert that stock into paid-up shares.

(2) The Company may by Special Resolution reduce its share capital in any manner and with and subject to any incident authorised and consent required by law.

(3) Anything done in pursuance of this Article shall be done in manner provided and subject to any conditions imposed by the Statutes or so far as they shall not be applicable in accordance with the terms of the resolution authorising the same or, so far as such resolution shall not be applicable, in such manner as the Directors deem most expedient.

MODIFICATION OF CLASS RIGHTS

60. Subject to the provisions of Section 74 of the Act, all or any of the special rights or privileges attached to any class of shares in the capital of the Company for the time being may, at any time, as well before as during liquidation, be modified, varied, altered or abrogated, either with the consent in writing of the holders of not less than three-fourths of the issued shares of the class, or with the sanction of Special Resolution passed at a separate general meeting of the holders of shares of the class, and all the provisions contained in this Constitution relating to the general meetings shall mutatis mutandis apply to every such meeting. The Directors shall comply with the provisions of Section 186 of the Act as to forwarding a copy of any such consent or resolution to the Registrar of Companies.

GENERAL MEETINGS

61. Subject to the provisions of the Act, the Company shall in each calendar year hold a general meeting as its annual general meeting in addition to any other meetings in that year and shall specify the meeting as such in the notices calling it. Not more than fifteen months shall elapse between the date of one annual general meeting and that of the next; Provided Always That so long as the Company holds its first annual general meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The annual general meeting shall be held at such time and place as the Directors shall appoint. All general meetings other than annual general meetings shall be called extraordinary general meetings.

62. Subject to the provisions of the Act, the Company may by resolution passed by all Members at a general meeting dispense with the holding of annual general meetings.

63. The Directors may whenever they think fit convene an extraordinary general meeting and an extraordinary general meeting shall also be convened on such requisition or in default may be convened by such requisitionist as provided for by Section 176 of the Act. If at any time there are not within the Republic of Singapore sufficient Directors capable of action to form a quorum at a meeting of Directors, any Director or any Member may convene an extraordinary general meeting in the same manner as nearly as possible as that in which such a meeting may be convened by the Directors.

64. The time and place of any meeting shall be determined by the convenors of the meeting.

NOTICE OF GENERAL MEETINGS

65.(1) Subject to the provisions of the Act relating to agreements for shorter notice, any general meeting called for the passing of a Special Resolution and any other general meetings of the Company shall be called by fourteen days' notice in writing at the least. Provided Always That a meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this Article, be deemed to have been duly called if it is so agreed by all the Members having the right to attend and vote at the meeting.

(2) The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given and shall specify the place, the day and the hour of meeting and in case of special business the general nature of the business.

(3) The notice convening a meeting to consider a Special Resolution shall specify the intention to propose the resolution as a Special Resolution.

(4) In every notice calling a meeting there shall appear with reasonable prominence a statement that a Member entitled to attend and vote is entitled to appoint one or more proxies to attend and vote instead of him.

66.(1) Notice of every general meeting shall be given in any manner authorised by this Constitution to every Member holding shares conferring the right to attend and vote at the meeting who at the time of the convening of the meeting shall have paid all calls or other sums presently payable by him in respect of shares in the Company.

(2) Subject to the provisions of the Act (including Section 33 of the Act with regard to notices to debenture holders or trustees for debenture holders), no other person shall be entitled to receive notices of general meetings.

(3) The accidental omission to give notice of a meeting to or the non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate the proceedings at the meeting.

PROCEEDINGS AT GENERAL MEETINGS

67. 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 the consideration of the accounts, balance sheets and reports (if any) of the Directors and Auditor, the fixing of the remuneration of Directors, the election of Directors in the place of those retiring by rotation, the declaration of dividends and the appointment of and the fixing of the remuneration of the Auditor.

68. No business shall be transacted at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business. Except as herein otherwise provided, two Members (if there is more than one Member) present in person shall form a quorum. For the purposes of this Article, "Member" includes a person attending as a proxy and a corporation being a Member shall be deemed to be personally present if represented in accordance with the provisions of Article 84.

69. If within half an hour from the time appointed for the holding of a general meeting a quorum is not present, the meeting if convened on the requisition of Members shall be dissolved. In any other case it shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine.

70. The Chairman (if any) of the Board shall preside as Chairman at every general meeting, but if there be no such Chairman, or if at any meeting he shall not be present within fifteen minutes after the time

appointed for holding the same, or shall be unwilling to act as Chairman, the Members present shall choose some director, or if no Director be present, or if all the Directors present decline to take the chair one of themselves to be Chairman of the meeting.

71. The Chairman of the meeting may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give notice of an adjournment or of the business to be transacted at an adjourned meeting.

72.(1) Subject to the provisions of the Act, a resolution in writing signed by a majority of the Members for the time being entitled to receive notice of and attend and vote at general meetings (or being corporations, by their duly appointed authorised representatives) shall be as effective as if the same had been passed at a general meeting of the Company duly convened and held, and may consist of several documents in the like form, each signed by one or more Members. For the purpose of this Article, "in writing" and "signed" include approval communicated by facsimile, electronic mail, , electronic signature or any other mode of representing or reproducing words or signatures in a visible form by the Member in question, such as but not limited to a signature affixed physically and a scanned copy of which is transmitted by electronic mail or otherwise.

(2) The meetings of Members may be conducted through the means of telephone conference, video conference or other methods of simultaneous communication by computer, electronic, telegraphic or other means. The minutes of such a meeting signed by the Chairman of the meeting shall be conclusive evidence of any resolution of any meeting so conducted.

(3) Where the Company has only one Member, such Member may pass a resolution by recording it and signing the record.

73. At every general meeting a resolution put to the vote of the meeting shall be decided on a show of hands by the Members entitled to vote and present in person or by proxy, unless before or upon the declaration of the result of the show of hands a poll be demanded by the Chairman of the meeting or by any Member present in person or by proxy, and entitled to vote. Unless a poll be so demanded, a declaration by the Chairman of the meeting that a resolution has been carried, or has been carried by a particular majority, or lost, or not carried by a particular majority, shall be conclusive, and an entry to that effect in the book of proceedings of the Company shall be conclusive evidence thereof, without proof of the number or proportion of the votes recorded in favour of or against such resolution.

74. In the case of an equality of votes whether on a show of hands or on a poll as aforesaid, the Chairman shall be entitled to a second or casting vote in addition to the vote or votes to which he may be entitled as a Member.

75. If a poll is demanded as aforesaid it shall be taken in such manner and at such time and place as the Chairman of the meeting directs and either at once or after an interval or adjournment or otherwise and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand for a poll may be withdrawn. In case of any dispute as to the admission or rejection of a vote the Chairman shall determine the same and such determination made in good faith shall be final and conclusive.

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

77. No poll shall be demanded on the election of a Chairman of a meeting and a poll demanded on a question of adjournment shall be taken at the meeting and without adjournment.

78. If at any general meeting any votes shall be counted which ought not to have been counted or might have been rejected, the error shall not vitiate the result of the voting unless it be pointed out at the same meeting, and be of sufficient magnitude to vitiate the result of the voting.

VOTES OF MEMBERS

79. Subject to any special right or restriction for the time being attaching to any special class of shares in the capital of the Company, every Member shall have one vote for every share held by him.

80. If any Member be a lunatic, idiot or *non compos mentis* he may vote by his committee, curator bonis or other legal curator and such last mentioned persons may give their votes by proxy but no person claiming to vote pursuant to this Article shall do so unless such evidence as the Directors may require of his authority shall have been deposited at the Office not less than forty-eight hours before the time for holding the meeting at which he wishes to vote.

81. If two or more persons are jointly entitled to a share then in voting upon any question, the vote of a senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other registered holders of the share and for this purpose seniority shall be determined by the order in which the names stand in the Register of Members.

82. Save as herein expressly provided, no person other than a Member duly registered and who shall have paid everything for the time being due from him and payable to the Company in respect of his shares shall be entitled to be present or to vote on any question, either personally or by proxy at any general meeting.

83. Votes may be given either personally or by proxy attorney or representative. A proxy need not be a Member of the Company.

84. Any corporation which is a Member of the Company may, by resolution of its directors, authorise any person to act as its representative at any meetings of the Company; and such representative shall be entitled to exercise the same powers on behalf of the company which he represents as if he had been an individual shareholder.

85. An instrument appointing a proxy shall be in any usual or common form or in any other form which the Directors shall approve.

86.(1) The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing or, if the appointor is a corporation, either under seal or in some other manner approved by the Directors.

(2) An instrument appointing a proxy executed in the Republic of Singapore need not be witnessed. The signature to an instrument appointing a proxy executed outside the Republic of Singapore shall be attested by a Solicitor, Notary Public, Counsel or Magistrate but the Directors may from time to time waive or modify this requirement either generally or in a particular case or cases.

87. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of such power or authority shall be deposited at the Office or at such other place within the Republic of Singapore as is specified for that purpose in the notice convening the meeting

93. The Directors may, at any time, and from time to time, appoint any person to be a Director, either to fill a casual vacancy, or by way of addition to their number; Provided Always That the number of Directors shall not at any time exceed the maximum number fixed by, or in accordance with, this Constitution.

94.(1) A Director who is in any way either directly or indirectly interested in a transaction or proposed transaction with the Company shall declare the nature of his interest at a meeting of the Directors in accordance with Section 156 of the Act. Subject to such disclosure, a Director shall be entitled to vote in respect of any transaction or arrangement in which he is interested and he shall be taken into account in ascertaining whether a quorum is present.

(2) A Director may occupy any office or place of profit in the Company (other than that of Auditors), or act by himself or his firm in any professional capacity to the Company, in conjunction with his office of Director, on such terms as to tenure of office remuneration and otherwise as the Directors shall approve, and no Director or intending Director shall be disqualified by his office from entering into any transaction or arrangement with the Company, either with regard to his tenure of any such office or place of profit or as vendor, purchaser, lessor, lessee, mortgagor, mortgagee, manager, agent, broker or otherwise, and no such transaction or arrangement, nor any transaction or arrangement entered into by or on behalf of the Company with any person, firm or company in which any Director shall be in any way interested, shall be avoided nor shall any Director so transacting or being so interested be liable to account to the Company for any profit realised by any such transaction or arrangement by reason of such Director holding such office, or of the fiduciary relationship thereby established; Provided Always That he has complied with the requirements of Section 156 as to disclosure.

95. The Directors shall keep Registers as required by Sections 164 and 173 of the Act.

96. The remuneration of the Directors shall from time to time be determined by the Company in general meeting.

97. If any Director being willing shall be called upon to perform extra services or to make any special exertions in going or residing abroad or otherwise for any of the purposes of the Company the Company may remunerate the Director so doing either by a fixed sum or by a percentage of profits or otherwise (but not turnover) as may be determined by the Directors and such remuneration may be either in addition to or in substitution for his or their share in the remuneration above provided.

98. The Company may by Ordinary Resolution of which notice has been given to all Members entitled to receive notices remove any Director from office notwithstanding anything in this Constitution or in any agreement between the Company and such Director. Such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company.

99. The Company may by Ordinary Resolution appoint another person in place of a Director removed from office under the immediately preceding Article.

100. The office of a Director shall be vacated:-

- (a) If a receiving order is made against him or he makes any arrangement or composition with his creditors.
- (b) If he becomes of unsound mind.

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- (c) If he absents himself from the meetings of the Directors during a continuous period of three months without special leave of absence from the Board and they pass a resolution that he has by reason of such absence vacated office.
- (d) If by notice in writing to the Company he resigns his office.
- (e) If he is prohibited from being a Director by an order made under Section 149 or 154 of the Act.
- (f) If he is removed from office pursuant to a resolution passed under the provisions of Article 98.
- (g) If he be requested in writing by a majority of the other Directors for the time being to vacate office.
- (h) If he ceases to be a Director by virtue of Section 147 of the Act.

MANAGING DIRECTOR

101. The Directors may from time to time and at any time appoint one or more of their body to be Managing Director or Managing Directors for a term not exceeding five years upon such terms as they may think fit, and a Director so appointed shall not, while holding that office, be subject to retirement by rotation and he shall not be taken into account in determining the rotation of retirement of Directors or the number of Directors to retire, but he shall, subject to the provisions of any contract between him and the Company, be subject to the same provisions as to resignation and removal as the other Directors of the Company, and if he ceases to hold the office of Director he shall ipso facto and immediately cease to be a Managing Director. A Managing Director shall at all times be subject to the control of the Directors.

102. A Managing Director shall, subject to the terms of any agreement entered into in any particular case, receive such remuneration (whether by way of salary, commission or participation in profit, or partly in one way and partly in another) as the Directors may determine.

103. The Directors may entrust to and confer upon a Managing Director any of the powers exercisable by them upon such terms and conditions and with such restrictions as they may think fit, and either collaterally with or to the exclusion of their own powers, and may from time to time revoke, withdraw, alter, or vary all or any of those powers.

POWERS AND DUTIES OF DIRECTORS

104.(1) The business of the Company shall be managed by or under the direction of the Directors. The Directors may exercise all the powers of the Company except any power that the Act or this Constitution require the Company to exercise in general meeting.

(2) Without prejudice to the generality of the foregoing sub-clause the Directors may on behalf of the Company pay a gratuity pension or allowance to any employee or ex-employee, Director or former Director, or the wife, widow or other dependant of an employee or ex-employee Director or former Director in such manner and to such extent as the Directors shall think fit and for these purposes the Directors may if thought fit either alone or in conjunction with any other persons constitute and contribute to a scheme or trust for the purpose of providing any such gratuity pension or allowance and take out policies of insurance and pay the premiums reserved thereby.

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105. 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 a security for any debt, liability or obligation of the Company or of any third party.

106. The Directors may delegate any of their powers other than the powers to borrow and make calls to Committees consisting of such members of their body as they think fit. Any Committee so formed shall in the exercise of the power so delegated conform to any regulations that may from time to time be imposed upon them by the Board.

107. The Directors from time to time and at any time may establish any local boards or agencies for managing any of the affairs of the Company either in the Republic of Singapore or elsewhere and may appoint any persons to be members of such local boards or any managers inspectors or agents and may fix their remuneration and may delegate to any local board, manager, inspector or agent any of the powers, authorities and discretions vested in the Directors with power to sub-delegate and may authorise the members of any local board or any of them to fill any vacancies therein and to act notwithstanding vacancies and any such appointment or delegation may be made upon such terms and subject to such conditions as the Directors may think fit and the Directors may remove any person so appointed and may annul or vary such delegation, but no person dealing in good faith and without notice of any such annulment or variation shall be affected thereby. Every Director while present in the country or territory in which any such local board or any Committee thereof shall have been established shall be ex-officio a member thereof and entitled to attend and vote at all meetings thereof held while he is present in such country or territory.

108. The Directors may, at any time, and from time to time, by power of attorney under the Seal, appoint any person to be the attorney of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under this Constitution), and for such period and subject to such conditions as the Directors may from time to time think fit, and such appointment may (if the Directors think fit) be made in favour of the Members or any of the members of any local board established as aforesaid, or in favour of any body corporate or of the members, directors, nominees or managers of any body corporate or unincorporate, or otherwise in favour of any fluctuating body of persons, whether nominated directly or indirectly by the Directors, and any such power of attorney may contain such powers for the protection or convenience of persons dealing with such attorney as the Directors may think fit.

109. Any such delegate or attorney as aforesaid may be authorised by the Directors to sub-delegate all or any of the powers, authorities or discretions for the time being vested in him.

110. All cheques, promissory notes, drafts, bills of exchange and other negotiable or transferable instruments in which the Company is in any way concerned or interested and all receipts for moneys paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed as the case may be in such manner as the Directors shall from time to time by resolution determine.

111. The Company may exercise the powers conferred upon the Company by Section 196 of the Act with regard to the keeping of a Branch Register, and the Directors may (subject to the provisions of that Section) make and vary such regulations as they may think fit respecting the keeping of any such Register.

ALTERNATE DIRECTOR

112.(1) Any Director may at any time by writing under his hand and deposited at the Office appoint any person approved by the Directors to be his Alternate Director during such period as he thinks fit and may in like manner at any time terminate such appointment.

(2) The appointment of an Alternate Director shall ipso facto determine if his appointor ceases for any reason to be a Director.

(3) An Alternate Director shall be entitled to receive notices of meetings of the Directors and to attend and vote as a Director at any such meeting at which the Director appointing him is not personally present and generally to perform all functions of his appointor as a Director and in the absence of his appointor from the Republic of Singapore he shall be entitled to sign any resolution passed in accordance with the provisions of Article 118.

(4) An Alternate Director shall not be entitled to ordinary remuneration which shall continue to be payable to his appointor as if no such appointment had been made.

PROCEEDINGS OF DIRECTORS

113. The Directors or any Committee of Directors may meet together, either in person or by holding a conference over the telephone or by any other electronic means, for the despatch of business, adjourn and otherwise regulate their meetings as they think fit and determine the quorum necessary for the transaction of business. Subject to Article 122, unless otherwise determined two shall be a quorum. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote.

114. A Director may, and on the request of a Director the Secretary shall, at any time summon a meeting of the Directors by notice served upon the several members of the Board.

115. The Directors or any Committee of the Directors may from time to time elect a Chairman who shall preside at their meetings, but if no such Chairman be elected or if at any meeting the Chairman be not present within five minutes after the time appointed for holding the same a substitute for that meeting shall be appointed by such meeting from among the Directors present.

116. The continuing Directors may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the minimum number fixed by or pursuant to this Constitution, the continuing Directors or Director may act for the purpose of appointing sufficient Directors to bring the Board up to that number or of summoning a general meeting of the Company notwithstanding that there shall not be a quorum, but for no other purpose.

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

118.(1) A resolution in writing signed by a majority of the Directors shall be as valid and effectual as if it had been passed at a meeting of the directors or of a Committee of the Directors. Any such resolution may be contained in a single document or may consist of several documents all in like form, each signed by one or more Directors. For the purpose of this Article, "in writing" and "signed" include approval communicated by facsimile, electronic mail, electronic signature or any other mode of representing or reproducing words or signatures in a visible form by the Director in question, such as but not limited to a signature affixed physically and a scanned copy of which is transmitted by electronic mail or otherwise.

(2) The meetings of Directors may be conducted through the means of telephone conference, video conference or other methods of simultaneous communication by computer, electronic, telegraphic or other means. The minutes of such a meeting signed by the Chairman of the meeting shall be conclusive evidence of any resolution of any meeting so conducted.

119. The Directors shall cause proper minutes to be made in books to be provided for the purpose of all appointments of offices made by the Directors, of the proceedings of all meetings of Directors and Committees of Directors and of the attendances thereat and of the proceedings of all meetings of the Company and all business transacted, resolutions passed and orders made at such meetings and any such minutes of any meeting, if purporting to be signed by the Chairman of such meeting or by the Chairman of the next succeeding meeting of the Company or Directors or Committee as the case may be, shall be sufficient evidence without any further proof of the facts therein stated.

120. Subject to the Act any resolution passed by the Directors notice whereof shall be given to the Members in the manner in which notices are herein directed to be given and which shall within one month after it shall have been so passed be ratified and confirmed in writing by Members entitled to three-fourths of the votes shall be as valid and effectual as a resolution of a general meeting but this clause shall not apply to a resolution for winding up the Company or to a resolution passed in respect of any matter which by the Act or these presents ought to be dealt with by a Special Resolution.

121. Notice of every Directors' meeting shall be sent to each Director and/or Alternate Director.

122. Where the Company has only one Director, he may pass a resolution by recording it and signing the record.

SECRETARY

123. The Secretary or Joint Secretaries shall be appointed by the Directors for such term at such remuneration and upon such conditions as they may think fit; and any Secretary or Joint Secretaries so appointed may be removed by them.

124.(1) A provision of the Act or this Constitution requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting as Director and as or in place of the Secretary.

(2) A provision of the Act or this Constitution requiring or authorising a thing to be done by or to the Secretary shall be satisfied by its being done by or to one or more of the Joint Secretaries if any for the time being appointed by the Directors.

THE SEAL

125. The Directors shall provide for the safe custody of the Seal which shall only be used by the authority of the Directors or of a committee of the Directors authorised by the Directors in that behalf; and every instrument to which the Seal shall be affixed shall be signed by one Director and shall be countersigned by the Secretary or by a second Director or by some other person appointed by the Directors for the purpose.

126. The Company may exercise all the powers conferred by Section 41 of the Act to have an official seal for use abroad and such official seal shall be affixed by the authority and in the presence of and the instruments sealed therewith shall be signed by such persons as the Directors shall from time to time by writing under the Seal appoint.

DIVIDENDS AND RESERVE

127. Subject to any right or privileges for the time being attached to any shares in the capital of the Company having preferential, deferred or other special rights in regard to dividends, the profits of the Company which it shall from time to time be determined to distribute by way of dividend shall be applied in payment of dividends upon the shares of the Company in proportion to the amounts paid up thereon respectively otherwise than in advance of calls.

128. The Directors may before recommending any dividend set aside out of the profits of the Company such sum or sums as they think proper as a reserve fund which shall at the discretion of the Directors be applicable for meeting contingencies, for the gradual liquidation of any debt or liability of the Company or for repairing or maintaining any works connected with the business of the Company or shall be as to the whole or in part applicable for special dividends or for equalising dividends or for distribution by way of special dividend or bonus on such terms and in such manner as the Directors shall from time to time determine and the Directors may divide the reserve fund into separate funds for special purposes and may invest the sums from time to time carried to the credit of such fund or funds upon such securities (other than the share of the Company) as they may select.

129. The Directors may, with the sanction of a general meeting, from time to time declare dividends, but no such dividend shall (except as by the Statutes expressly authorised) be payable otherwise than out of the profits of the Company. No higher dividend shall be paid than is recommended by the Directors and a declaration by the Directors as to the amount of the profits at any time available for dividends shall be conclusive. The Directors may, if they think fit, and if in their opinion the position of the Company justifies such payment, without any such sanction as aforesaid, from time to time declare and pay an interim dividend, or pay any preferential dividend on shares issued upon the terms that the preferential dividends thereon shall be payable on fixed dates.

130. With the sanction of a general meeting, dividends may be paid wholly or in part in specie, and may be satisfied in whole or in part by the distribution amongst the Members in accordance with their rights of fully paid shares, stock or debentures of any other company, or of any other property suitable for distribution as aforesaid. The Directors shall have full liberty to make all such valuations, adjustments and arrangements, and to issue all such certificates or documents of title as may in their opinion be necessary or expedient with a view to facilitating the equitable distribution amongst the Members of the dividends or portions of dividends to be satisfied or to give them the benefit of their proper shares and interests in the property, and no valuation, adjustment or arrangement so made shall be questioned by any Member.

CAPITALISATION OF PROFITS AND RESERVES

131.(1) The Company in general meeting may, upon the recommendation of the Directors, resolve that it is desirable to capitalise any part of the amount for the time being standing to the credit of the Company's reserve funds or to the credit of the profit and loss account or otherwise available for distribution; and accordingly that such sum be set free for the distribution amongst the Members who would have been entitled thereto if distributed by way of dividend and in the same proportions on condition that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on any shares held by such Members respectively or paying up in full unissued shares or debentures of the Company to be allotted and distributed credited as fully paid up to and amongst such Members or their nominees in the proportion aforesaid or partly in the one way and partly in the other and the Directors shall give effect to such resolution.

(2) Whenever such resolution as aforesaid shall have been passed, the Directors shall make all appropriations and applications of the amounts resolved to be capitalised thereby and all allotments and issues of fully paid shares or debentures if any, and generally shall do all acts and things required to give effect thereto with full power to the Directors to make such provision for the satisfaction of the right of any Member under such resolution to a fractional part of a share by the issue of fractional certificates or by payment in cash or otherwise

as they think fit and also to authorise any person to enter on behalf of the Members entitled thereto or their nominees into an agreement with the Company providing for the allotment to them respectively credited as fully paid up of any further shares to which they may be entitled upon such capitalisation; and any agreement made under such authority shall be effective and binding on all such Members and their nominees.

132. The Directors may deduct from any dividend or other moneys payable in respect of any share held by a Member, either alone or jointly with any other Member, all such sums of money (if any) as may be due and payable by him either alone or jointly with any other person to the Company on account of calls or otherwise.

133. A transfer of a share shall not pass the right to any dividend declared in respect thereof before the transfer has been registered.

134. Any dividend, instalment of dividend or interest in respect of any share may be paid by such means as may be expedient, including wire transfer, cheque or warrant payable to the order of the Member entitled thereto, or (in the case of joint holders) of that Member whose name stands first on the Register of Members in respect of the joint holding. Every such cheque or warrant shall (unless otherwise directed) be sent by post to the last registered address of the Member entitled thereto, and the receipt of the person whose name appears on the Register of Members as the owner of any share, or in the case of joint holders, of any one of such holders, or of his or their agent duly appointed in writing, shall be a good discharge to the Company for all dividends or other payments made in respect of such share. Every such cheque or warrant shall be sent at the risk of the person entitled to the money represented thereby.

135. No unpaid dividend or interest shall bear interest as against the Company.

ACCOUNTS

136. The Directors shall cause proper books of account to be kept with respect to :-

- (a) all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place;
- (b) all sales and purchases of goods by the Company; and
- (c) the assets and liabilities of the Company.

Such books of account shall comply with the requirements of the Act and give a true and fair view of the state of the Company's affairs and explain its transactions.

137. The books of account shall be kept at the Office, or, subject to Section 199 of the Act, at such other place or places as the Directors think fit and shall always be open to the inspection of the Directors.

138. The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of Members and no Member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by Statute or authorised by the Directors or by a resolution of the Company in general meeting.

139. The Directors shall from time to time in accordance with Section 201 of the Act cause to be prepared and to be laid before the Company in general meeting such profit and loss accounts, balance sheets and reports as are referred to in that Section.

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140. Subject to the provisions of the Act, a copy of every profit and loss account and balance sheet of the Company (including every document required by law to be annexed thereto) which is duly audited and which (or which, but for Section 201C) is to be laid before the Company in general meeting together with a copy of the Auditor's report thereon shall:

- (a) not less than fourteen days before the date of the meeting; or
- (b) if a resolution under Section 175A is in force, not less than 28 days before the end of the period allowed for the laying of those documents,

be delivered or sent by post to every Member of and every holder of debentures of the Company, in accordance with Section 203; Provided Always That this Article shall not require a copy of those documents to be sent to any person of whose address the Company is not aware or to more than one of the joint holders of any shares or debentures.

AUDIT

141. Subject to the provisions of the Act, Auditors shall be appointed and their duties regulated in accordance with Sections 10, 205 and 207 of the Act.

NOTICES

142. A notice or other document may be served by the Company upon any Member, either personally, or by sending it through the post in a prepaid letter, envelope or wrapper, or by electronic mail, cable or facsimile, addressed to such Member at his address as appearing in the Register of Members.

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

144. Without prejudice to the provisions of the Act, any Member described in the Register of Members by an address not within the Republic of Singapore who shall from time to time give the Company an address within the Republic of Singapore at which notices may be served upon him shall be entitled to have served upon him at such address any notice to which he would be entitled under this Constitution but, saved as aforesaid, no Member other than a Member described in the Register of Members by an address within the Republic of Singapore shall be entitled to receive any notice from the Company.

145. Any document other than a notice requiring to be served on a Member, may be served in like manner as a notice may be given to him under this Constitution. Subject to the provisions of Article 12 the signature to any such notice or document may be written or printed.

146. Any summons, notice, order or other document required to be sent to or served upon the Company, or upon any officer of the Company may be sent or served by leaving the same or sending it through the post in a prepaid letter or by telex or facsimile, addressed to the Company or to such officer at the Office.

147. Any notice or other document shall be deemed to have been served, if served by post, on the fourth day after despatch and, if served by electronic mail, telex or facsimile, twenty-four hours after despatch,

and in proving such service it shall be sufficient to prove that the letter containing the notice or document was properly addressed and put into the post as a prepaid letter or cable.

148. Every person who, by operation of law, transfer or any other means whatsoever, shall become entitled to any share shall be bound by every notice in respect of such share which previously to his name and address being entered on the Register of Members shall be duly given to the person from whom he derives his title to such share.

149. Any notice or document served upon or sent to, or left at the registered address of, any Member in pursuance of this Constitution, shall, notwithstanding that such Member be then deceased or bankrupt, and whether or not the Company has notice of his decease or bankruptcy be deemed to have been duly served in respect of any share held by such Member, whether held solely or jointly with other persons; until some other person be registered in his stead as the holder or joint holder of such share, and such service shall, for all purposes of this Constitution, be deemed a sufficient service of such notice or document on his executors, administrators or assigns, and all persons (if any) jointly interested with him in such share.

WINDING UP

150. If the Company shall be wound up, subject to due provision being made satisfying the claims of any holders of shares having attached thereto any special rights in regard to the repayment of capital, the surplus assets shall be applied in repayment of the capital paid up or credited as paid up on the shares at the commencement of the winding up.

151. If the Company shall be wound up, the Liquidators may, with the sanction of a Special Resolution, divide among the Members in specie any part of the assets of the Company and any such division may be otherwise than in accordance with the existing rights of the Members, but so that if any division is resolved on otherwise than in accordance with such rights, the Members shall have the same right of dissent and consequential rights as if such resolution were a Special Resolution passed pursuant to Section 306 of the Act. A Special Resolution sanctioning a transfer or sale to another company duly passed pursuant to the said section may in like manner authorise the distribution of any shares or other consideration receivable by the Liquidators amongst the Members otherwise than in accordance with their existing rights; and any such determination shall be binding upon all the Members subject to the right of dissent and consequential rights conferred by the said Section.

152. In the event of a winding up of the Company every Member of the Company who is not for the time being in the Republic of Singapore shall be bound, within fourteen days after the passing of an effective resolution to wind up the Company voluntarily, or within the like period after the making of an order for the winding up of the Company, to serve notice in writing on the Company appointing some householder in the Republic of Singapore upon whom all summonses, notices, processes, orders and judgments in relation to or under the winding up of the Company may be served, and in default of such nomination the Liquidator of the Company shall be at liberty on behalf of such Member to appoint some such person, and service upon any such appointee shall be deemed to be a good personal service on such Member for all purposes, and where the Liquidator makes any such appointment he shall with all convenient speed, give notice thereof to such Member by advertisement in any English newspaper widely circulated in Singapore or by a registered letter sent through the post and addressed to such Member at his address as appearing in the Register of Members, and such notice shall be deemed to be served on the day following that on which the advertisement appears or the letter is posted.

notice shall be deemed to be served on the day following that on which the advertisement appears or the letter is posted.

INDEMNITY

153. Every Director, Managing Director, Agent, Auditor, Secretary and other officer for the time being of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings whether civil or criminal in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 76A(13), Section 391 or any other provision of the Act in which relief is granted to him by the Court.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

AA Access Partnership Ltd.
Broadway Studios
20 Hammersmith Broadway
London W6 7AF
United Kingdom

Dated this 5th day of July 2016

-signed-

Signature of Colin Thomson
of 37 Broomwood Road, London, SW11 6HU
Director and Authorised Signatory of AA Access Partnership Ltd.

Witness to the above signatures

-signed-

Signature of Natalie Lee-Kong
NOTARY PUBLIC
of 36 Vera Road, Fulham
London SW6 6QW, ENGLAND

THE COMPANIES ACT (CAP. 50)

PRIVATE COMPANY LIMITED BY SHARES

**CONSTITUTION
OF
AA ACCESS PARTNERSHIP
PTE. LTD.**

**JOYCE A. TAN & PARTNERS
ADVOCATES & SOLICITORS
8 TEMASEK BOULEVARD
#15-04 SUNTEC TOWER THREE
SINGAPORE 038988**

**LODGED IN THE OFFICE OF
THE REGISTRAR OF COMPANIES,
SINGAPORE**



Certificate Confirming Incorporation of Company

THIS CERTIFICATE IS PRESENTED TO

AA ACCESS PARTNERSHIP PTE. LTD.

OF UEN

201622665M

The company was incorporated under the Companies Act 1967, on and from **18 Aug 2016**, and is a **Private Company Limited by Shares**.

A blue ink handwritten signature, appearing to read 'TAN YONG TAT', is written over a horizontal line.



TAN YONG TAT
ASST REGISTRAR OF COMPANIES & BUSINESS NAMES
ACCOUNTING AND CORPORATE REGULATORY AUTHORITY
SINGAPORE

RECEIPT NO. : ACRA250327003680
DATE : 27 MAR 2025

Verify Document Instantly

Check if this document is issued
by ACRA and is up-to-date.

<https://www.acratrustbar.gov.sg/verify/35uHBZ6bF2>



EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
_____	PETER LOVELOCK	
_____	_____	_____
_____	_____	_____
_____	_____	_____