

Constitution Package

Company Name: **LEGALINX LIMITED**, Company Number: **02357470**

Your Reference: **Sample**

Extract Date & Time: **27/02/2018 16:00**

Documents included:

27/02/2018	CUSTOM	General Page
27/02/2018	CUSTOM	Filing History
14/02/2018	CS01	Confirmation statement made on 14/02/2018 with no updates
21/02/2017	CS01	Confirmation statement made on 14/02/2017 with updates
25/02/2016	AR01	Annual return made up to 14/02/2016 with full list of shareholders
12/06/2013	CERTNM	Certificate of change of name
12/06/2013	CONNOT	Change of name notice
16/07/2012	MISC	Section 519
22/04/2010	RESOLUTIONS	RES01 Resolution of Memorandum and/or Articles of Association
22/04/2010	CC04	Statement of company's objects
08/08/2003	123	Nc inc already adjusted 24/07/03
30/07/2003	RESOLUTIONS	RES01 Resolution of Memorandum and/or Articles of Association
29/07/2003	RESOLUTIONS	RES04 Resolution of increasing authorised share capital
25/07/2003	CERTNM	Certificate of change of name
06/08/1996	RESOLUTIONS	SRES01 Special resolution of alteration of Memorandum of Association
01/01/1995	PRE95	

General Information

Company Name: **LEGALINX LIMITED**, Company Number: **02357470**

Company Type:	Private limited company
Company Status:	Active
Date of Incorporation:	09/03/1989
Registered Office Address:	14-18 City Road, Cardiff, South Glamorgan, CF24 3DL
Nature of Business (SIC)	58290 - Other software publishing 63990 - Other information service activities not elsewhere classified 69109 - Activities of patent and copyright agents; other legal activities not elsewhere classified
Accounting Reference Date:	30/06
Last Accounts Made Up To:	30/06/2017
Next Accounts Due:	31/03/2019
Last Return Made: Up To:	
Next Return Due Date:	
Last Confirmation Statement Date:	14/02/2018
Next Confirmation Statement Date:	14/02/2019
Next Confirmation Statement Due Date:	28/02/2019
Mortgage: Number of Charges:	3 (0 Outstanding / 0 Part Satisfied / 3 Satisfied)
Last Member List:	14/02/2016

Previous Names in the Last 20 Years

Previous Name	Effective From	Date of Change
SEVERNSIDE COMPANY SERVICES LIMITED	09/03/1989	25/07/2003
7SIDE LIMITED	25/07/2003	12/06/2013

Company Filing History (extracted from Companies House Services (Beta))

Company Name: **LEGALINX LIMITED**, Company Number: **02357470**

Type	Date	Description
AP01	15/02/2018	Appointment of Mr Peter Julian Maloney as a director on 14/02/2018
AP03	15/02/2018	Appointment of Ms Charlotte Miranda Hacker Blair as a secretary on 14/02/2018
CS01	14/02/2018	Confirmation statement made on 14/02/2018 with no updates
AA	04/12/2017	Full accounts made up to 30/06/2017
AUD	27/06/2017	Auditor's resignation
AA	04/04/2017	Accounts for a small company made up to 30/06/2016
CS01	21/02/2017	Confirmation statement made on 14/02/2017 with updates
AA	29/03/2016	Full accounts made up to 30/06/2015
AR01	25/02/2016	Annual return made up to 14/02/2016 with full list of shareholders
TM02	23/12/2015	Termination of appointment of Darren John Cobb as a secretary on 15/12/2015
CH01	28/04/2015	Director's details changed for Mr Mark Allwood on 28/04/2015
AA	25/03/2015	Full accounts made up to 30/06/2014
AR01	03/03/2015	Annual return made up to 14/02/2015 with full list of shareholders
AP01	23/10/2014	Appointment of Mr Mark Allwood as a director on 01/10/2014
SH01	01/09/2014	Statement of capital following an allotment of shares on 12/06/2014
AA	07/04/2014	Full accounts made up to 30/06/2013
AR01	25/02/2014	Annual return made up to 14/02/2014 with full list of shareholders
TM01	25/02/2014	Termination of appointment of Samuel Lloyd as a director
AUD	01/07/2013	Auditor's resignation
CERTNM	12/06/2013	Certificate of change of name
CONNOT	12/06/2013	Change of name notice
AUD	17/05/2013	Auditor's resignation
AA	03/04/2013	Full accounts made up to 30/06/2012
AR01	12/03/2013	Annual return made up to 14/02/2013 with full list of shareholders
AUD	16/07/2012	Auditor's resignation
MISC	16/07/2012	Section 519
AA	12/03/2012	Accounts for a small company made up to 30/06/2011
AR01	24/02/2012	Annual return made up to 14/02/2012 with full list of shareholders
AA	04/05/2011	Total exemption small company accounts made up to 28/02/2011
MG02	28/04/2011	Declaration of satisfaction in full or in part of a mortgage or charge /full /charge no 1
AR01	29/03/2011	Annual return made up to 14/02/2011 with full list of shareholders
TM01	28/03/2011	Termination of appointment of Mary Lovell as a director
AP03	28/03/2011	Appointment of Mr. Darren John Cobb as a secretary
AP01	28/03/2011	Appointment of Mr. Cameron David Beavis as a director
TM01	28/03/2011	Termination of appointment of Amanda Biss as a director
TM01	28/03/2011	Termination of appointment of Christopher Sollars as a director
TM02	28/03/2011	Termination of appointment of Samuel Lloyd as a secretary
AP01	28/03/2011	Appointment of Mr. Timothy Lloyd Mahony as a director
AA01	09/03/2011	Current accounting period shortened from 28/02/2012 to 30/06/2011
AA01	04/03/2011	Previous accounting period extended from 31/01/2011 to 28/02/2011
MG02	24/02/2011	Declaration of satisfaction in full or in part of a mortgage or charge /full /charge no 3
AA	30/06/2010	Total exemption small company accounts made up to 31/01/2010
RESOLUTIONS	22/04/2010	RES01 Resolution of Memorandum and/or Articles of Association
CC04	22/04/2010	Statement of company's objects
AR01	23/02/2010	Annual return made up to 14/02/2010 with full list of shareholders
CH03	23/02/2010	Secretary's details changed for Mr Samuel George Alan Lloyd on 01/10/2009
CH01	23/02/2010	Director's details changed for Christopher John Sollars on 01/10/2009
CH01	23/02/2010	Director's details changed for Mary Helen Colleen Lovell on 01/10/2009
CH01	23/02/2010	Director's details changed for Mr Samuel George Alan Lloyd on 01/10/2009
CH01	23/02/2010	Director's details changed for Amanda Jayne Biss on 01/10/2009
AA	30/10/2009	Total exemption small company accounts made up to 31/01/2009
363a	23/02/2009	Return made up to 14/02/09; full list of members
AA	30/10/2008	Total exemption small company accounts made up to 31/01/2008
363a	28/03/2008	Return made up to 14/02/08; full list of members

288b	26/03/2008	Appointment terminated director victor watson
AA	20/08/2007	Total exemption small company accounts made up to 31/01/2007
403a	23/05/2007	Declaration of satisfaction of mortgage/charge
363a	22/03/2007	Return made up to 14/02/07; full list of members
288c	22/03/2007	Director's particulars changed
395	23/02/2007	Particulars of mortgage/charge
288a	09/10/2006	New director appointed
AA	20/06/2006	Total exemption small company accounts made up to 31/01/2006
363s	20/02/2006	Return made up to 14/02/06; full list of members
AA	29/11/2005	Total exemption small company accounts made up to 31/01/2005
288a	14/11/2005	New director appointed
363s	24/02/2005	Return made up to 14/02/05; full list of members
395	02/02/2005	Particulars of mortgage/charge
AA	16/03/2004	Accounts made up to 31/01/2004
225	16/03/2004	Accounting reference date shortened from 30/04/04 to 31/01/04
363a	15/03/2004	Return made up to 14/02/04; full list of members
288b	12/03/2004	Secretary resigned;director resigned
395	12/02/2004	Particulars of mortgage/charge
288a	07/02/2004	New director appointed
88(2)R	07/02/2004	Ad 02/02/04 -----£ si 97@1=97 £ ic 3/100
288a	07/02/2004	New secretary appointed
123	08/08/2003	Nc inc already adjusted 24/07/03
RESOLUTIONS	30/07/2003	RES01 Resolution of Memorandum and/or Articles of Association
RESOLUTIONS	29/07/2003	RES10 Resolution of allotment of securities
RESOLUTIONS	29/07/2003	RES04 Resolution of increasing authorised share capital
CERTNM	25/07/2003	Certificate of change of name
288a	18/06/2003	New director appointed
88(2)R	18/06/2003	Ad 12/06/03 -----£ si 1@1=1 £ ic 2/3
AA	23/05/2003	Accounts made up to 30/04/2003
363s	26/02/2003	Return made up to 14/02/03; full list of members
AA	10/12/2002	Accounts made up to 30/04/2002
363s	19/02/2002	Return made up to 14/02/02; full list of members
AA	14/05/2001	Accounts made up to 30/04/2001
363s	23/02/2001	Return made up to 16/02/01; full list of members
288c	26/10/2000	Secretary's particulars changed;director's particulars changed
AA	18/05/2000	Accounts made up to 30/04/2000
363s	21/02/2000	Return made up to 16/02/00; full list of members
AA	19/01/2000	Accounts made up to 30/04/1999
287	12/08/1999	Registered office changed on 12/08/99 from: 110 whitchurch road cardiff south glamorgan CF4 3LY
363a	23/03/1999	Return made up to 16/02/99; full list of members
AA	31/01/1999	Accounts made up to 30/04/1998
363s	17/03/1998	Return made up to 16/02/98; no change of members
AA	30/01/1998	Accounts made up to 30/04/1997
363a	24/02/1997	Return made up to 16/02/97; full list of members
AA	31/01/1997	Accounts made up to 30/04/1996
288	05/09/1996	Director's particulars changed
RESOLUTIONS	06/08/1996	SRES01 Special resolution of alteration of Memorandum of Association
363a	21/02/1996	Return made up to 16/02/96; full list of members
AA	16/01/1996	Accounts made up to 30/04/1995
363s	20/02/1995	Return made up to 16/02/95; no change of members
363s	20/02/1995	Return made up to 16/02/95; no change of members
AA	17/01/1995	Accounts made up to 30/04/1994
AA	17/01/1995	Accounts made up to 30/04/1994
287	04/10/1994	Registered office changed on 04/10/94 from: 21-27 city rd cardiff south glamorgan CF2 3BJ
287	04/10/1994	Registered office changed on 04/10/94 from: 21-27 city rd cardiff south glamorgan CF2 3BJ
AA	07/03/1994	Accounts made up to 30/04/1993
AA	07/03/1994	Accounts made up to 30/04/1993
363s	07/03/1994	Return made up to 16/02/94; no change of members
363s	07/03/1994	Return made up to 16/02/94; no change of members
AA	21/02/1993	Accounts made up to 30/04/1992
AA	21/02/1993	Accounts made up to 30/04/1992
363s	21/02/1993	Return made up to 16/02/93; full list of members

363s	21/02/1993	Return made up to 16/02/93; full list of members
AA	21/04/1992	Accounts made up to 30/04/1991
AA	21/04/1992	Accounts made up to 30/04/1991
RESOLUTIONS	21/04/1992	(W)ELRES S252 disp laying acc 14/02/92
RESOLUTIONS	21/04/1992	(W)ELRES S366A disp holding agm 14/02/92
363s	17/03/1992	Return made up to 28/02/92; no change of members
363s	17/03/1992	Return made up to 28/02/92; no change of members
363a	07/06/1991	Return made up to 31/03/91; no change of members
363a	07/06/1991	Return made up to 31/03/91; no change of members
RESOLUTIONS	05/03/1991	SRES03 Special resolution of exemption from the Appointing of Auditors
AA	05/03/1991	Accounts made up to 30/04/1990
AA	05/03/1991	Accounts made up to 30/04/1990
363a	05/03/1991	Return made up to 31/12/90; full list of members
363a	05/03/1991	Return made up to 31/12/90; full list of members
287	23/01/1990	Registered office changed on 23/01/90 from: 83/85 city road cardiff CF2 3BL
287	23/01/1990	Registered office changed on 23/01/90 from: 83/85 city road cardiff CF2 3BL
224	15/03/1989	Accounting reference date notified as 30/04
224	15/03/1989	Accounting reference date notified as 30/04
NEWINC	09/03/1989	Incorporation



Confirmation Statement

Company Name: **LEGALINX LIMITED**

Company Number: **02357470**



X6ZR0JVS

Received for filing in Electronic Format on the: **14/02/2018**

Company Name: **LEGALINX LIMITED**

Company Number: **02357470**

Confirmation **14/02/2018**

Statement date:

Confirmation Statement

I confirm that all information required to be delivered by the company to the registrar in relation to the confirmation period concerned either has been delivered or is being delivered at the same time as the confirmation statement

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Charity Commission Receiver and Manager, CIC Manager,
Judicial Factor



Confirmation Statement

Company Name: **LEGALINX LIMITED**

Company Number: **02357470**



X60PUOZC

Received for filing in Electronic Format on the: **21/02/2017**

Company Name: **LEGALINX LIMITED**

Company Number: **02357470**

Confirmation **14/02/2017**

Statement date:

Statement of Capital (Share Capital)

Class of Shares:	ORDINARY	Number allotted	300000
Currency:	GBP	Aggregate nominal value:	300000

Prescribed particulars

THE ORDINARY SHARES SHALL BE NON REDEEMABLE BUT SHALL HOLD FULL RIGHTS IN RESPECT OF VOTING, AND SHALL ENTITLE THE HOLDER TO FULL PARTICIPATION IN RESPECT OF EQUITY AND IN THE EVENT OF A WINDING UP OF THE COMPANY. THE SHARES MAY BE CONSIDERED BY THE DIRECTORS WHEN CONSIDERING DIVIDENDS FROM TIME TO TIME.

Statement of Capital (Totals)

Currency:	GBP	Total number of shares:	300000
		Total aggregate nominal value:	300000
		Total aggregate amount unpaid:	0

Persons with Significant Control (PSC)

PSC notifications

Notification Details

Date of becoming a registrable RLE: **06/04/2016**

Name: **GLOBALX (UK) LIMITED**

Registered or Principal Office Address: **14-18 CITY ROAD
CARDIFF
WALES
CF24 3DL**

Legal Form: **PRIVATE LIMITED COMPANY**

Governing Law: **UK**

Register: **COMPANIES HOUSE**

Country/state of register: **ENGLAND AND WALES**

Registration Number: **6983136**

Nature of control

The relevant legal entity holds, directly or indirectly, 75% or more of the shares in the company.

The relevant legal entity has the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company.

The relevant legal entity holds, directly or indirectly, 75% or more of the voting rights in the company.

Confirmation Statement

I confirm that all information required to be delivered by the company to the registrar in relation to the confirmation period concerned either has been delivered or is being delivered at the same time as the confirmation statement

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Charity Commission Receiver and Manager, CIC Manager,
Judicial Factor



Companies House

AR01 (ef)

Annual Return



X51GZU4A

Received for filing in Electronic Format on the: **25/02/2016**

Company Name: **LEGALINX LIMITED**

Company Number: **02357470**

Date of this return: **14/02/2016**

SIC codes: **58290**
63990
69109

Company Type: **Private company limited by shares**

Situation of Registered Office: **14-18 CITY ROAD**
CARDIFF
SOUTH GLAMORGAN
CF24 3DL

Officers of the company

Company Director 1

Type: **Person**
Full forename(s): **MR MARK**

Surname: **ALLWOOD**

Former names:

Service Address: **C/O LEGALINX
14-18 CITY ROAD
CARDIFF
SOUTH GLAMORGAN
WALES
CF24 3DL**

Country/State Usually Resident: **WALES**

Date of Birth: ****/05/1961** *Nationality:* **BRITISH**

Occupation: **GENERAL MANAGER**

Company Director 2

Type: **Person**
Full forename(s): **MR. CAMERON DAVID**

Surname: **BEAVIS**

Former names:

Service Address: **4 HOUSEWOOD COURT
HIGHVALE
QUEENSLAND
AUSTRALIA
QLD 4520**

Country/State Usually Resident: **AUSTRALIA**

Date of Birth: ****/12/1960** *Nationality:* **AUSTRALIAN**

Occupation: **COMPANY DIRECTOR**

Company Director 3

Type: **Person**
Full forename(s): **MR. TIMOTHY LLOYD**

Surname: **MAHONY**

Former names:

Service Address: **34 WENTWORTH ROAD
VAUCLUSE, 2030
NEW SOUTH WALES
AUSTRALIA
-**

Country/State Usually Resident: **AUSTRALIA**

Date of Birth: ****/02/1958** *Nationality:* **AUSTRALIAN**

Occupation: **COMPANY DIRECTOR**

Statement of Capital (Share Capital)

Class of shares	ORDINARY	<i>Number allotted</i>	300000
		<i>Aggregate nominal value</i>	300000
<i>Currency</i>	GBP	<i>Amount paid per share</i>	1
		<i>Amount unpaid per share</i>	0

Prescribed particulars

THE ORDINARY SHARES SHALL BE NON REDEEMABLE BUT SHALL HOLD FULL RIGHTS IN RESPECT OF VOTING, AND SHALL ENTITLE THE HOLDER TO FULL PARTICIPATION IN RESPECT OF EQUITY AND IN THE EVENT OF A WINDING UP OF THE COMPANY. THE SHARES MAY BE CONSIDERED BY THE DIRECTORS WHEN CONSIDERING DIVIDENDS FROM TIME TO TIME.

Statement of Capital (Totals)

<i>Currency</i>	GBP	<i>Total number of shares</i>	300000
		<i>Total aggregate nominal value</i>	300000

Full Details of Shareholders

The details below relate to individuals / corporate bodies that were shareholders as at 14/02/2016 or that had ceased to be shareholders since the made up date of the previous Annual Return

A full list of shareholders for the company are shown below

Shareholding 1 : **300000 ORDINARY shares held as at the date of this return**
Name: **GLOBALX (UK) LIMITED**

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor.

Company No. 2357470

The Companies Acts 2006

Company Limited By Shares

Special Resolution

- of -

7SIDE LIMITED

PASSED 29th May 2013

At a GENERAL MEETING of the above-named Company, duly convened, and held at the Registered Office of the Company on the above date the following SPECIAL RESOLUTION was passed -

RESOLUTION

That with the consent of the Department of Trade the name of the Company be and is hereby changed to -

LEGALINX LIMITED



Director

Presenter 7Side Limited
 14-18 City Road
 Cardiff
 CF24 3DL





FILE COPY

**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

Company No. 2357470

The Registrar of Companies for England and Wales hereby certifies that under the Companies Act 2006:

7SIDE LIMITED

a company incorporated as private limited by shares; having its registered office situated in England/Wales; has changed its name to:

LEGALINX LIMITED

Given at Companies House on **12th June 2013**



Companies House

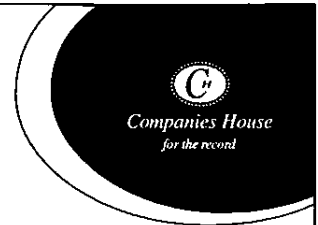


**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

NM01

Notice of change of name by resolution

101309/50



A fee is payable with this form
Please see 'How to pay' on the last page

- What this form is for**
You may use this form to give notice of an unconditional change of name by the company members
- What this form is NOT for**
You cannot use this form to give notice of a conditional change of name

WEDNESDAY



A21 #55
12/06/2013
COMPANIES HOUSE

1 Company details

Company number	0	2	3	5	7	4	7	0
Existing company name in full	7SIDE LIMITED							

→ **Filing in this form**
Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2 Proposed name

The above company resolved to change the company name to

Proposed name ① LEGALINX LIMITED


Please note that the Registrar cannot change the company name until a copy of the resolution has been received

① **Sensitive words**
If the proposed name contains sensitive or restricted words or expressions you must provide form NM06 'Request to seek comments of government department or other specified body on change of name' and the appropriate supporting information before the name can be changed

3 Signature

I am signing this form on behalf of the company

Signature



This form may be signed by
Director ②, Secretary, Person authorised ③, Liquidator, Administrator,
Administrative receiver, Receiver, Receiver manager, Charity commission receiver and manager, CIC manager

② **Societas Europaea**
If the form is being filed on behalf of a Societas Europaea (SE) please delete 'director' and insert details of which organ of the SE the person signing has membership

③ **Person authorised**
Under either section 270 or 274 of the Companies Act 2006

NM01

Notice of change of name by resolution



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name

Company name **7SIDE LIMITED**

Address **14-18 CITY ROAD**

Post town **CARDIFF**

County/Region

Postcode

	C	F	2	4		3	D	L
--	---	---	---	---	--	---	---	---

Country

DX

Telephone



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- The company name and number match the information held on the public Register
- You have given the proposed name in section 2
- You have attached a copy of the resolution unless previously filed
- You have signed the form
- You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £10 is payable to Companies House in respect of a notice of change of name by resolution.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

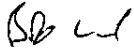
To the directors of 7Side Limited

Company Number 02357470

9 July 2012

Statement under Section 519 Companies Act 2006.

In accordance with Section 519, we confirm there are no circumstances connected with our ceasing to hold office as auditors of 7Side Limited which we consider should be brought to the attention of members and/or creditors of the company.



BDO LLP



7SIDE LIMITED

Company No
02357470

The Companies Act 2006

On the 12TH APRIL 2010 . . . the following Written Resolution (such resolution being passed as a special resolution) was approved by the eligible members pursuant to sections 288 to 300 of the Companies Act 2006

Special Resolution

That Regulations 1 to 3 (inclusive) and Regulation 5 in the existing Memorandum of Association be and are hereby removed, and that Regulation 4 in the existing Memorandum of Association be replaced with Article 2 "Liability of Members" in the new Articles of Association, of which a copy has been attached to this resolution and which are hereby adopted as the Articles of Association of the company in substitution for and to the exclusion of the existing Articles of Association thereof



Chairman

MONDAY



A08 *AHHVZJ30* 367
12/04/2010
COMPANIES HOUSE

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

7SIDE LIMITED

(Adopted by written Resolution passed on 12th April 2010)



14-18 City Road, Cardiff, CF24 3DL
Tel (029) 20 451444

www.7side.co.uk

CONTENTS

CLAUSE/PART

PART 1	1
INTERPRETATION AND LIMITATION OF LIABILITY	1
1 Defined terms	1
2 Liability of members	4
PART 2	4
DIRECTORS	4
DIRECTORS' POWERS AND RESPONSIBILITIES	4
3 Directors' general authority	4
4 Change of Company name	4
5 Members' reserve power	4
6 Directors may delegate	4
7 Committees	5
DECISION-MAKING BY DIRECTORS	5
8 Directors to take decisions collectively	5
9 Directors' written resolutions	5
10 Unanimous decisions	6
11 Calling a directors' meeting	6
12 Participation in directors' meetings	6
13 Chairing of directors' meetings	7
14 Chairman's casting vote at directors' meetings	7
15 Quorum for directors' meetings	7
16 Directors' conflicts of interests	7
17 Records of decisions to be kept	9
18 Directors' discretion to make further rules	10
APPOINTMENT AND TERMINATION OF APPOINTMENT OF DIRECTORS	10
19 Number of directors	10
20 Methods of appointing directors	10
21 Termination of director's appointment	10
22 Directors' remuneration	11
23 Directors' expenses	11
ALTERNATE DIRECTORS	11
24 Appointment and removal of alternate directors	11
25 Rights and responsibilities of alternate directors	12
26 Termination of alternate directorship	12
SECRETARY	13
27 Appointment and removal of secretary	13

PART 3	13
SHARES AND DISTRIBUTIONS	13
SHARES	13
28 Further issues of shares authority	13
29 Further issues of shares pre-emption rights	14
30 Powers to issue different classes of share	14
31 Variation of class rights	14
32 Company's lien over shares	15
33 Enforcement of the company's lien	15
34 Call notices	16
35 Liability to pay calls	17
36 When call notice need not be issued	17
37 Failure to comply with call notice automatic consequences	17
38 Notice of intended forfeiture	18
39 Directors' power to forfeit shares	18
40 Effect of forfeiture	18
41 Procedure following forfeiture	19
42 Surrender of shares	20
43 Payment of commission on subscription for shares	20
44 Company not bound by less than absolute interests	20
45 Share certificates	20
46 Replacement share certificates	21
47 Transfer of shares- general	21
48 Voluntary Transfers Pre-emption rights	22
49 Prohibited Transfers	25
50 Transmission of shares	25
51 Exercise of transmitters' rights	25
52 Transmitters bound by prior notices	25
53 Procedure for disposing of fractions of shares	26
DIVIDENDS AND OTHER DISTRIBUTIONS	26
54 Procedure for declaring dividends	26
55 Calculation of dividends	26
56 Payment of dividends and other distributions	27
57 Deductions from distributions in respect of sums owed to the company	27
58 No interest on distributions	28
59 Unclaimed distributions	28
60 Non-cash distributions	28
61 Waiver of distributions	29
CAPITALISATION OF PROFITS	29
62 Authority to capitalise and appropriation of capitalised sums	29

PART 4	30
DECISION-MAKING BY MEMBERS	30
ORGANISATION OF GENERAL MEETINGS	30
63 Convening general meetings	30
64 Notice of general meetings	30
65 Resolutions requiring special notice	30
66 Attendance and speaking at general meetings	31
67 Quorum for general meetings	31
68 Chairing general meetings	31
69 Attendance and speaking by directors and non-members	31
70 Adjournment	32
VOTING AT GENERAL MEETINGS	32
71 Voting general	32
72 Errors and disputes	33
73 Poll votes	33
74 Content of proxy notices	34
75 Delivery of proxy notices	35
76 Representation of corporations at meetings	36
77 Amendments to resolutions	36
WRITTEN RESOLUTIONS	36
78 Written Resolutions	36
PART 5	36
MISCELLANEOUS PROVISIONS	36
COMMUNICATIONS	36
79 Means of communication to be used	36
ADMINISTRATIVE ARRANGEMENTS	37
80 Company seals	37
81 No right to inspect accounts and other records	38
82 Provision for employees on cessation of business	38
DIRECTORS' INDEMNITY AND INSURANCE	38
83 Indemnity	38
84 Insurance	39

PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

1 Defined terms

1.1 In these Articles, unless the context requires otherwise

Allocation Notice has the meaning given to that term in Article 48 12,

appointor has the meaning given to that term in Article 24 1,

Articles means the Company's articles of association for the time being in force,

bankruptcy includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy,

Buyer has the meaning given to that term in Article 48 12,

CA 2006 means the Companies Act 2006,

call has the meaning given to that term in Article 34 1,

call notice has the meaning given to that term in Article 34 1,

call payment date has the meaning given to that term in Article 37 2 1,

capitalised sum has the meaning given to that term in Article 62 1 2,

chairman has the meaning given to that term in Article 13 2,

chairman of the meeting has the meaning given to that term in Article 68,

Clear Days means (in relation to the period of a notice) that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect,

Companies Acts means the Companies Acts (as defined in section 2 of CA 2006), in so far as they apply to the Company,

Company's lien has the meaning given to that term in Article 32,

Conflict has the meaning given to that term in Article 16 2,

conflicted director means a director who has, or could have, a Conflict in a situation involving the Company and consequently whose vote is not to be counted in respect of any resolution to authorise such Conflict and who is not to be counted as participating in the quorum for the meeting (or part of the meeting) at which such resolution is to be voted upon,

corporate representative has the meaning given to that term in Article 76,

director means a director of the Company, and includes any person occupying the position of director, by whatever name called,

distribution recipient has the meaning given to that term in Article 56 2,

document includes, unless otherwise specified, any document sent or supplied in electronic form,

electronic form has the meaning given to that term in section 1168 of CA 2006,

Excess Securities has the meaning given to that term in Article 29 3 2,

Excess Shares has the meaning given to that term in Article 48 11 1,

fully paid in relation to a share, means that the nominal value and any premium to be paid to the Company in respect of that share have been paid to the Company,

hard copy form has the meaning given to that term in section 1168 of CA 2006,

holder in relation to shares means the person whose name is entered in the register of members as the holder of the shares or, in the case of a share in respect of which a share warrant has been issued (and not cancelled), the person in possession of that warrant,

instrument means a document in hard copy form,

lien enforcement notice has the meaning given to that term in Article 33,

Market Value has the meaning given to that term in Article 48 4 1,

member has the meaning given to that term in section 112 of CA 2006,

Model Articles means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2009/3229) as amended prior to the date of adoption of these Articles,

non-conflicted director means any director who is not a conflicted director,

Offer Notice has the meaning given to that term in Articles 48 9 and 48 10,

ordinary resolution has the meaning given to that term in section 282 of CA 2006,

paid means paid or credited as paid,

participate, in relation to a directors' meeting, has the meaning given to that term in Article 12

partly-paid in relation to a share means that part of that share's nominal value or any premium at which it was issued has not been paid to the Company,

persons entitled has the meaning given to that term in Article 62 1 2,

Proposed Sale Price has the meaning given to that term in Article 48 2 3,

proxy notice has the meaning given to that term in Article 74 2,

proxy notification address has the meaning given to that term in Article 75 1,

relevant officer has the meaning given to that term in Articles 83 3 2 or 84 2 1, as the case may be,

relevant loss has the meaning given to that term in Article 84 2 2,

relevant rate has the meaning given to that term in Article 37 2 2,

Sale Price has the meaning given to that term in Article 48 4,

Sale Shares and **Sale Share** have the meanings respectively given to those terms in Article 48 2 1,

Seller has the meaning given to that term in Article 48 1,

shares means shares in the Company,

special resolution has the meaning given to that term in section 283 of CA 2006,

subsidiary has the meaning given to that term in section 1159 of CA 2006,

Total Transfer Condition has the meaning given to that term in Article 48 2 5,

transfer or **transferring** has the meaning given to those terms respectively in Article 47 1,

Transfer Notice has the meaning given to that term in Article 48 1,

transmittee means a person entitled to a share by reason of the death or bankruptcy of a holder or otherwise by operation of law,

United Kingdom means Great Britain and Northern Ireland,

Valuers means the auditors for the time being of the Company, unless the auditors give notice to the Company that they decline an instruction to report on the matter in question, when the Valuers shall be a firm of chartered accountants agreed between the Seller and the directors or in default of such agreement within 10 working days following the notice from the auditors declining to report, as appointed by the President of the Institute of Chartered Accountants in England and Wales on the application of any such party, and

writing means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise

- 1 2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in CA 2006 as in force on the date when these Articles become binding on the Company shall have the same meanings in these Articles
- 1 3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles
- 1 4 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time and shall include any orders, regulations or subordinate legislation from time to time made under it and any amendment or re-enactment of it or any such orders, regulations or subordinate legislation for the time being in force
- 1 5 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms

1 6 No regulations set out in any statute or in any statutory instrument or other subordinate legislation concerning companies, including but not limited to the Model Articles, shall apply to the Company, but the following shall be the articles of association of the Company

2 **Liability of members**

The liability of the members is limited to the amount, if any, unpaid on the shares held by them

PART 2

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

3 **Directors' general authority**

Subject to the Articles and to the applicable provisions for the time being of the Companies Acts the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company

4 **Change of Company name**

Without prejudice to the generality of Article 3, the directors may resolve in accordance with Article 8 to change the Company's name

5 **Members' reserve power**

5 1 The members may, by special resolution, direct the directors to take, or refrain from taking, specified action

5 2 No such special resolution invalidates anything which the directors have done before the passing of the resolution

6 **Directors may delegate**

6 1 Subject to the Articles, the directors may delegate any of the powers which are conferred on them under the Articles

6 1 1 to such person or committee,

6 1 2 by such means (including by a power of attorney),

6 1 3 to such an extent,

6 1 4 in relation to such matters or territories, and

6 1 5 on such terms and conditions,

as they think fit

6 2 If the directors so specify any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated

6 3 The directors may revoke any delegation in whole or part, or alter its terms and conditions

7 Committees

- 7 1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by directors
- 7 2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them
- 7 3 Where a provision of the Articles refers to the exercise of a power, authority or discretion by the directors and that power, authority or discretion has been delegated by the directors to a committee, the provision shall be construed as permitting the exercise of the power, authority or discretion by the committee

DECISION-MAKING BY DIRECTORS

8 Directors to take decisions collectively

- 8 1 The general rule about decision-making by directors is that any decision of the directors must be taken as a majority decision at a meeting or as a directors' written resolution in accordance with Article 9 (Directors' written resolutions) or otherwise as a unanimous decision taken in accordance with Article 10 (Unanimous decisions)
- 8 2 If
 - 8 2 1 the Company only has one director for the time being, and
 - 8 2 2 no provision of the Articles requires it to have more than one director,the general rule does not apply, and the director may (for so long as he remains the sole director) take decisions without regard to any of the provisions of the Articles relating to directors' decision-making
- 8 3 Subject to the Articles, each director participating in a directors' meeting has one vote

9 Directors' written resolutions

- 9 1 Any director may propose a directors' written resolution by giving notice in writing of the proposed resolution to each of the other directors (including alternate directors)
- 9 2 If the company has appointed a company secretary, the company secretary must propose a directors' written resolution if a director so requests by giving notice in writing to each of the other directors (including alternate directors)
- 9 3 Notice of a proposed directors' written resolution must indicate
 - 9 3 1 the proposed resolution, and
 - 9 3 2 the time by which it is proposed that the directors should adopt it
- 9 4 A proposed directors' written resolution is adopted when a majority of the non-conflicted directors (or their alternates) have signed one or more copies of it, provided that those directors (or their alternates) would have formed a quorum at a directors' meeting were the resolution to have been proposed at such meeting

9 5 Once a directors' written resolution has been adopted it must be treated as if it had been a decision taken at a directors' meeting in accordance with the Articles

10 Unanimous decisions

10 1 A decision of the directors is taken in accordance with this Article 10 when all non-conflicted directors indicate to each other by any means that they share a common view on a matter

10 2 A decision may not be taken in accordance with this Article 10 if the non-conflicted directors would not have formed a quorum at a directors' meeting had the matter been proposed as a resolution at such a meeting

10 3 Once a directors' unanimous decision is taken in accordance with this Article 10 it must be treated as if it had been a decision taken at a directors' meeting in accordance with the Articles

11 Calling a directors' meeting

11 1 Any director may call a directors' meeting by giving notice of the meeting to each of the directors (including alternate directors), whether or not he is absent from the United Kingdom, or by authorising the company secretary (if any) to give such notice

11 2 Notice of any directors' meeting must indicate

11 2 1 its proposed date and time,

11 2 2 where it is to take place, and

11 2 3 if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting

11 3 Subject to Article 11 4, notice of a directors' meeting must be given to each director but need not be in writing

11 4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company prior to or up to and including not more than seven days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it

12 Participation in directors' meetings

12 1 Subject to the Articles, directors participate in a directors' meeting, or part of a directors' meeting, when

12 1 1 the meeting has been called and takes place in accordance with the Articles, and

12 1 2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting

12 2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other

12 3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is

13 **Chairing of directors' meetings**

- 13 1 The directors may appoint a director to chair their meetings
- 13 2 The person so appointed for the time being is known as the chairman
- 13 3 The directors may terminate the chairman's appointment at any time
- 13 4 If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it

14 **Chairman's casting vote at directors' meetings**

- 14 1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting has a casting vote
- 14 2 Article 14 1 does not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chairman or other director chairing the meeting is a conflicted director for the purposes of that meeting (or that part of that meeting at which the proposal is voted upon)

15 **Quorum for directors' meetings**

- 15 1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting
- 15 2 Subject to Article 15 3, the quorum for the transaction of business at a meeting of directors may be fixed from time to time by a decision of the directors but it must never be less than two directors, and unless otherwise fixed it is two. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum. If and so long as there is a sole director, he may exercise all the powers and authorities vested in the directors by these Articles and accordingly the quorum for the transaction of business in these circumstances shall be one
- 15 3 For the purposes of any meeting (or part of a meeting) held pursuant to Article 16 (Directors' conflicts of interests) to authorise a director's Conflict, if there is only one non-conflicted director in office in addition to the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one non-conflicted director

16 **Directors' conflicts of interests**

- 16 1 For the purposes of this Article 16, a **conflict of interest** includes a conflict of interest and duty and a conflict of duties, and interest includes both direct and indirect interests
- 16 2 The directors may, in accordance with the requirements set out in this Article 16, authorise any matter proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of CA 2006 to avoid conflicts of interest (such matter being hereinafter referred to as a **Conflict**)
- 16 3 A director seeking authorisation in respect of a Conflict shall declare to the other directors the nature and extent of his interest in a Conflict as soon as is reasonably practicable. The director shall provide the other directors with such details of the relevant matter as are necessary for the other directors to decide how to address the Conflict, together with such other information as may be requested by the other directors
- 16 4 Any authorisation under this Article 16 will be effective only if

- 16 4 1 the matter in question shall have been proposed by any director for consideration at a meeting of directors in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine,
- 16 4 2 any requirement as to the quorum at any meeting of the directors at which the matter is considered is met without counting the director in question and any other conflicted director(s), and
- 16 4 3 the matter was agreed to without the director and any other conflicted director(s) voting or would have been agreed to if their votes had not been counted
- 16 5 Any authorisation of a Conflict under this Article 16 may (whether at the time of giving the authorisation or subsequently)
- 16 5 1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the Conflict so authorised,
- 16 5 2 be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine, or
- 16 5 3 be terminated or varied by the directors at any time
- This will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation
- 16 6 In authorising a Conflict the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person the director is under no obligation to
- 16 6 1 disclose such information to the directors or to any director or other officer or employee of the Company, or
- 16 6 2 use or apply any such information in performing his duties as a director.
- where to do so would amount to a breach of that confidence
- 16 7 Where the directors authorise a Conflict they may provide, without limitation (whether at the time of giving the authorisation or subsequently) that the director
- 16 7 1 is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict,
- 16 7 2 is not given any documents or other information relating to the Conflict,
- 16 7 3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict
- 16 8 Where the directors authorise a Conflict
- 16 8 1 the director will be obliged to conduct himself in accordance with any terms, limits and/or conditions imposed by the directors in relation to the Conflict,
- 16 8 2 the director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of CA 2006 provided he acts in accordance with such terms, limits and/or conditions (if any) as the directors impose in respect of its authorisation

- 16 9 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he receives as director or other officer or employee of the Company's subsidiaries or of any other body corporate in which the Company is interested or which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of CA 2006
- 16 10 Subject to the applicable provisions for the time being of the Companies Acts and to any terms, limits and/or conditions imposed by the directors in accordance with Article 16 5 2, and provided that he has disclosed to the directors the nature and extent of any interest of his in accordance with the Companies Acts, a director notwithstanding his office
- 16 10 1 may be a party to, or otherwise interested in, any contract, transaction or arrangement with the Company or in which the Company is otherwise interested,
- 16 10 2 shall be counted as participating for voting and quorum purposes in any decision in connection with any proposed or existing transaction or arrangement with the Company, in which he is in any way directly or indirectly interested,
- 16 10 3 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director,
- 16 10 4 may be a director or other officer of, or employed by, or a party to any contract, transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested, and
- 16 10 5 shall not, by reason of his office, be accountable to the Company for any benefit which he (or anyone connected with him (as defined in section 252 of CA 2006) derives from any such office or employment or from any such contract transaction or arrangement or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit, nor shall the receipt of any such remuneration or benefit constitute a breach of his duty under section 176 of CA 2006
- 16 11 For the purposes of this Article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting
- 16 12 Subject to Article 16 13, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive
- 16 13 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes
- 17 **Records of decisions to be kept**
- 17 1 The directors must ensure that the Company keeps a record, in writing, for at least ten years from the date of the decision recorded, of every unanimous or majority decision taken by the directors

17 2 Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye

18 Directors' discretion to make further rules

Subject to the Articles, the directors may make any rule which they think fit about how they take decisions and about how such rules are to be recorded or communicated to directors

APPOINTMENT AND TERMINATION OF APPOINTMENT OF DIRECTORS

19 Number of directors

Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum but shall not be less than one

20 Methods of appointing directors

20 1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director

20 1 1 by ordinary resolution, or

20 1 2 by a decision of the directors

20 2 In any case where, as a result of death or bankruptcy, the Company has no members and no directors, the transmittee(s) of the last member to have died or to have a bankruptcy order made against him (as the case may be) shall have the right, by notice in writing, to appoint a person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director

20 3 For the purposes of Article 20 2, where two or more members die in circumstances rendering it uncertain who was the last to die, a younger member is deemed to have survived an older member

21 Termination of director's appointment

21 1 A person ceases to be a director as soon as

21 1 1 that person ceases to be a director by virtue of any provision of CA 2006 or is prohibited from being a director by law,

21 1 2 a bankruptcy order is made against that person,

21 1 3 a composition is made with that person's creditors generally in satisfaction of that person's debts and the Company resolves that his office be vacated,

21 1 4 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months,

21 1 5 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have, or

21 1 6 notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms

22 **Directors' remuneration**

- 22 1 Directors may undertake any services for the Company that the directors decide
- 22 2 Directors are entitled to such remuneration as the directors determine
 - 22 2 1 for their services to the Company as directors, and
 - 22 2 2 for any other service which they undertake for the Company
- 22 3 Subject to the Articles, a director's remuneration may
 - 22 3 1 take any form, and
 - 22 3 2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director
- 22 4 Unless the directors decide otherwise, directors' remuneration accrues from day to day

23 **Directors' expenses**

- 23 1 The Company may pay any reasonable expenses which the directors (including alternate directors) and the secretary (if any) properly incur in connection with their attendance at
 - 23 1 1 meetings of directors or committees of directors,
 - 23 1 2 general meetings, or
 - 23 1 3 separate meetings of the holders of any class of shares or of debentures of the Company,
- or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company

ALTERNATE DIRECTORS

24 **Appointment and removal of alternate directors**

- 24 1 Any director (**appointor**) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to
 - 24 1 1 exercise that director's powers, and
 - 24 1 2 carry out that director's responsibilities,
 - 24 1 3 in relation to the taking of decisions by the directors in the absence of the alternate's appointor
- 24 2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors
- 24 3 The notice must
 - 24 3 1 identify the proposed alternate, and

24 3 2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice

25 Rights and responsibilities of alternate directors

25 1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor

25 2 Except as the Articles specify otherwise, alternate directors

25 2 1 are deemed for all purposes to be directors,

25 2 2 are liable for their own acts and omissions,

25 2 3 are subject to the same restrictions as their appointors (including those set out in sections 172 to 177 CA 2006 inclusive and Article 16), and

25 2 4 are not deemed to be agents of or for their appointors,

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member

25 3 A person who is an alternate director but not a director

25 3 1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating and provided that no alternate may be counted as more than one director for these purposes),

25 3 2 may participate in a unanimous decision of the directors (but only if his appointor does not participate), and

25 3 3 may sign a written resolution (but only if it is not signed or to be signed by that person's appointor)

25 4 A director who is also an alternate director is entitled, in the absence of any of his appointors, to a separate vote on behalf of that appointor, in addition to his own vote on any decision of the directors but he shall count as only one for the purpose of determining whether a quorum is present

25 5 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company

26 Termination of alternate directorship

An alternate director's appointment as an alternate for any appointor terminates

26 1 when that appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,

26 2 when notification is received by the Company from the alternate that the alternate is resigning as alternate for that appointor and such resignation has taken effect in accordance with its terms,

26 3 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to that appointor, would result in the termination of that appointor's appointment as a director

- 26 4 on the death of that appointor, or
- 26 5 when the alternate's appointor's appointment as a director terminates

SECRETARY

27 Appointment and removal of secretary

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration, and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors

PART 3

SHARES AND DISTRIBUTIONS

SHARES

28 Further issues of shares: authority

28 1 The following paragraphs of this Article 28 shall not apply to a private company with only one class of shares

28 2 Subject to Article 28 1 and save to the extent authorised by these Articles, or authorised from time to time by an ordinary resolution of the shareholders, the directors shall not exercise any power to allot shares or to grant rights to subscribe for, or to convert any security into, any shares in the Company

28 3 Subject to the remaining provisions of this Article 28 and to Article 29 (Further issues of shares pre-emption rights) and to any directions which may be given by the Company in general meeting, the directors are generally and unconditionally authorised, for the purpose of section 551 of CA 2006 to exercise any power of the Company to

28 3 1 offer or allot,

28 3 2 grant rights to subscribe for or to convert any security into,

28 3 3 otherwise create, deal in, or dispose of,

any shares in the Company to any person, at any time and subject to any terms and conditions as the directors think proper

28 4 The authority referred to in Article 28 3

28 4 1 shall be limited to a maximum nominal amount of £1,000,

28 4 2 shall only apply insofar as the Company has not renewed, waived or revoked it by ordinary resolution and

28 4 3 may only be exercised for a period of five years commencing on the date on which the Company is incorporated or these Articles are adopted whichever is the later, save that the directors may make an offer or agreement which would, or might require shares to be allotted after the expiry of such authority (and the directors may allot shares in pursuance of an offer or agreement as if such authority had not expired)

29 Further issues of shares: pre-emption rights

- 29 1 In accordance with section 567(1) of CA 2006, sections 561 and 562 of CA 2006 shall not apply to an allotment of equity securities (as defined in section 560(1) of CA 2006) made by the Company
- 29 2 Unless otherwise agreed by special resolution, if the Company proposes to allot any equity securities, those equity securities shall not be allotted to any person unless the Company has first offered them to all members on the date of the offer on the same terms, and at the same price, as those equity securities are being offered to such other person on a pari passu basis and pro rata to the nominal value of shares held by those members (as nearly as possible without involving fractions)
- 29 3 The offer
- 29 3 1 shall be in writing, shall be open for acceptance for a period of fifteen working days from the date of the offer and shall give details of the number and subscription price of the relevant equity securities, and
- 29 3 2 may stipulate that any member who wishes to subscribe for a number of equity securities in excess of the proportion to which he is entitled shall, in his acceptance, state the number of excess equity securities (**Excess Securities**) for which he wishes to subscribe
- 29 4 Any equity securities not accepted by members pursuant to the offer made to them in accordance with Articles 29 2 and 29 3 shall be used for satisfying any requests for Excess Securities made pursuant to Article 29 3 2. If there are insufficient Excess Securities to satisfy such requests the Excess Securities shall be allotted to the applicants as nearly as practicable in the proportion that the number of Excess Securities each member indicated he would accept bears to the total number of Excess Securities applied for (as nearly as possible without involving fractions or increasing the number of Excess Securities allotted to any member beyond that applied for by him). After that allotment, any Excess Securities remaining shall be offered to any other person as the directors may determine, at the same price and on the same terms as the offer to the members

30 Powers to issue different classes of share

- 30 1 Subject to these Articles, but without prejudice to the rights attached to any existing share, the Company may issue shares with such rights or restrictions as may be determined by ordinary resolution
- 30 2 The Company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares

31 Variation of class rights

- 31 1 Whenever the capital of the Company is divided into different classes of shares, the special rights attached to any class may only be varied or abrogated, either whilst the Company is a going concern or during or in contemplation of a winding up, with the consent of the holders of the issued shares of that class given in accordance with Article 31 2
- 31 2 The consent of the holders of a class of shares may be given by
- 31 2 1 a special resolution passed at a separate general meeting of the holders of the issued shares of that class, or

31 2 2 a written resolution in any form signed by or on behalf of the holders of three-quarters in nominal value of the issued shares of that class,

but not otherwise To every such meeting, all the provisions of these Articles and CA 2006 relating to general meetings of the Company shall apply (with such amendments as may be necessary to give such provisions efficacy) but so that the necessary quorum shall be two holders of shares of the relevant class present in person or by proxy and holding or representing not less than one third in nominal value of the issued shares of the relevant class that every holder of shares of the class shall be entitled on a poll to one vote for every such share held by him, and that any holder of shares of the class, present in person or by proxy or (being a corporation) by a duly authorised representative, may demand a poll If at any adjourned meeting of such holders such a quorum as aforesaid is not present, not less than one person holding shares of the class who is present in person or by proxy shall be a quorum

32 Company's lien over shares

The Company has a lien (**Company's lien**) over every share, whether or not fully paid, which is registered in the name of any person indebted or under any liability to the Company, whether he is the sole registered holder of the share or one of several joint holders, for all monies payable by him (either alone or jointly with any other person) to the Company, whether payable immediately or at some time in the future and whether or not a call notice has been sent in respect of it

32 1 The Company's lien over a share

32 1 1 takes priority over any third party's interest in that share, and

32 1 2 extends to any dividend or other money payable by the company in respect of that share and (if the lien is enforced and the share is sold by the Company) the proceeds of sale of that share

32 2 The directors may at any time decide that a share which is or would otherwise be subject to the Company's lien shall not be subject to it, either wholly or in part

33 Enforcement of the company's lien

33 1 Subject to the provisions of this Article 33, if

33 1 1 a lien enforcement notice has been given in respect of a share, and

33 1 2 the person to whom the notice was given has failed to comply with it,

the Company may sell that share in accordance with Article 41 5

33 2 A lien enforcement notice

33 2 1 may only be given in respect of a share which is subject to the Company's lien, in respect of which a sum is payable and the due date for payment of that sum has passed,

33 2 2 must specify the share concerned,

33 2 3 must be in writing and require payment of the sum payable within fourteen days of the notice,

33 2 4 must be addressed either to the holder of the share or to a transmittee of that holder and

- 33 2 5 must state the Company's intention to sell the share if the notice is not complied with
- 33 3 Where shares are sold under this Article 33
- 33 3 1 the directors may authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser, and
- 33 3 2 the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale
- 33 4 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied
- 33 4 1 first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice,
- 33 4 2 second, to the person entitled to the shares at the date of the sale, but only after the certificate for the shares sold has been surrendered to the Company for cancellation or an indemnity in a form reasonably satisfactory to the directors has been given for any lost certificates, and subject to a lien equivalent to the Company's lien for any money payable (whether payable immediately or at some time in the future) as existed over the shares before the sale in respect of all shares registered in the name of such person (whether as the sole registered holder or as one of several joint holders) after the date of the lien enforcement notice
- 33 5 A statutory declaration by a director or the company secretary (if any) that the declarant is a director or the company secretary (as the case may be) and that a share has been sold to satisfy the Company's lien on a specified date
- 33 5 1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share, and
- 33 5 2 subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the share
- 34 **Call notices**
- 34 1 Subject to the Articles and the terms on which shares are allotted, the directors may send a notice (**call notice**) to a member requiring the member to pay the Company a specified sum of money (**call**) which is payable by that member to the Company at the date when the directors decide to send the call notice
- 34 2 A call notice
- 34 2 1 must be in writing,
- 34 2 2 may not require a member to pay a call which exceeds the total amount of his indebtedness or liability to the Company,
- 34 2 3 must state when and how any call to which it relates it is to be paid, and
- 34 2 4 may permit or require the call to be paid by instalments
- 34 3 A member must comply with the requirements of a call notice, but no member is obliged to pay any call before fourteen days have passed since the notice was sent

34 4 Before the Company has received any call due under a call notice the directors may

34 4 1 revoke it wholly or in part, or

34 4 2 specify a later time for payment than is specified in the notice,

by a further notice in writing to the member in respect of whose shares the call is made

35 **Liability to pay calls**

35 1 Liability to pay a call is not extinguished or transferred by transferring the shares in respect of which it is required to be paid

35 2 Joint holders of a share are jointly and severally liable to pay all calls in respect of that share

35 3 Subject to the terms on which shares are allotted, the directors may, when issuing shares, provide that call notices sent to the holders of those shares may require them

35 3 1 to pay calls which are not the same, or

35 3 2 to pay calls at different times

36 **When call notice need not be issued**

36 1 A call notice need not be issued in respect of sums which are specified in the terms on which a share is issued, as being payable to the Company in respect of that share

36 1 1 on allotment,

36 1 2 on the occurrence of a particular event, or

36 1 3 on a date fixed by or in accordance with the terms of issue

36 2 But if the due date for payment of such a sum has passed and it has not been paid, the holder of the share concerned is treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture

37 **Failure to comply with call notice automatic consequences**

37 1 If a person is liable to pay a call and fails to do so by the call payment date

37 1 1 the directors may issue a notice of intended forfeiture to that person, and

37 1 2 until the call is paid, that person must pay the Company interest on the call from the call payment date at the relevant rate

37 2 For the purposes of this Article 37

37 2 1 the **call payment date** is the time when the call notice states that a call is payable unless the directors give a notice in writing specifying a later date, in which case the **call payment date** is that later date,

37 2 2 the **relevant rate** is

- 37 2 2 1 the rate fixed by the terms on which the share in respect of which the call is due was allotted,
 - 37 2 2 2 such other rate as was fixed in the call notice which required payment of the call, or has otherwise been determined by the directors, or
 - 37 2 2 3 if no rate is fixed in either of these ways, five per cent (5%) per annum
- 37 3 The relevant rate must not exceed by more than five percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998
- 37 4 The directors may waive any obligation to pay interest on a call wholly or in part
- 38 Notice of intended forfeiture**
- 38 1 A notice of intended forfeiture
- 38 1 1 must be in writing,
 - 38 1 2 may be sent in respect of any share in respect of which a call has not been paid as required by a call notice,
 - 38 1 3 must be sent to the holder of that share (or, in the case of joint holders of a share in accordance with Article 79 6) or to a transmittee of that holder in accordance with Article 79 7,
 - 38 1 4 must require payment of the call and any accrued interest and all expenses that may have been incurred by the Company by reason of such non-payment by a date which is not less than fourteen days after the date of the notice,
 - 38 1 5 must state how the payment is to be made and
 - 38 1 6 must state that if the notice is not complied with, the shares in respect of which the call is payable will be liable to be forfeited
- 39 Directors' power to forfeit shares**
- If a notice of intended forfeiture is not complied with before the date by which payment of the call is required in the notice of intended forfeiture, the directors may decide that any share in respect of which it was given is forfeited, and the forfeiture is to include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture
- 40 Effect of forfeiture**
- 40 1 Subject to the Articles, the forfeiture of a share extinguishes
- 40 1 1 all interests in that share, and all claims and demands against the Company in respect of it, and
 - 40 1 2 all other rights and liabilities incidental to the share as between the person whose share it was prior to the forfeiture and the Company
- 40 2 Any share which is forfeited in accordance with the Articles

- 40 2 1 is deemed to have been forfeited when the directors decide that it is forfeited,
- 40 2 2 is deemed to be the property of the Company, and
- 40 2 3 may be sold, re-allotted or otherwise disposed of as the directors think fit in accordance with Article 41 5
- 40 3 If a person's shares have been forfeited
 - 40 3 1 the Company must send that person written notice that forfeiture has occurred and record it in the register of members,
 - 40 3 2 that person ceases to be a member in respect of those shares,
 - 40 3 3 that person must surrender the certificate for the shares forfeited to the Company for cancellation,
 - 40 3 4 that person remains liable to the Company for all sums payable by that person under the Articles at the date of forfeiture in respect of those shares including any interest (whether accrued before or after the date of forfeiture), and
 - 40 3 5 the directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal
- 40 4 At any time before the Company disposes of a forfeited share, the directors may decide to cancel the forfeiture on payment of all calls and interest due in respect of it and on such other terms as they think fit
- 41 **Procedure following forfeiture**
 - 41 1 If a forfeited share is to be disposed of by being transferred, the Company may receive the consideration for the transfer and the directors may authorise any person to execute the instrument of transfer
 - 41 2 A statutory declaration by a director or the Company secretary (if any) that the declarant is a director or the Company secretary (as the case may be) and that a share has been forfeited on a specified date
 - 41 2 1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share, and
 - 41 2 2 subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the share
 - 41 3 A person to whom a forfeited share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the share
 - 41 4 If the Company sells a forfeited share, the person who held it prior to its forfeiture is entitled to receive from the company the proceeds of such sale net of any commission, and excluding any amount which
 - 41 4 1 was, or would have become, payable, and
 - 41 4 2 had not when that share was forfeited, been paid by that person in respect of that share,

but no interest is payable to such a person in respect of such proceeds and the Company is not required to account for any money earned on them

41 5 All shares to be sold in the enforcement of the company's lien or rights of forfeiture shall be offered in accordance with Article 48 (Voluntary Transfers) as if they were Sale Shares in respect of which a Transfer Notice had been given and treating as the Seller the holder of those shares save that the Sale Price shall be the Market Value of those shares and the Transfer Notice shall be deemed not to contain a Total Transfer Condition

42 Surrender of shares

42 1 A member may surrender any share

42 1 1 in respect of which the directors may issue a notice of intended forfeiture

42 1 2 which the directors may forfeit, or

42 1 3 which has been forfeited

42 2 The directors may accept the surrender of any such share

42 3 The effect of surrender on a share is the same as the effect of forfeiture on that share

42 4 A share which has been surrendered may be dealt with in the same way as a share which has been forfeited

43 Payment of commission on subscription for shares

43 1 The Company may pay any person a commission in consideration for that person

43 1 1 subscribing, or agreeing to subscribe, for shares, or

43 1 2 procuring or agreeing to procure, subscriptions for shares

43 2 Any such commission may be paid

43 2 1 in cash, or in fully paid or partly paid shares or other securities or partly in one way and partly in the other, and

43 2 2 in respect of a conditional or an absolute subscription

44 Company not bound by less than absolute interests

44 1 Except as required by law, no person is to be recognised by the Company as holding any share upon any trust, and except as otherwise required by law or the Articles, the Company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it

45 Share certificates

45 1 The Company must issue each member, free of charge, with one or more certificates in respect of the shares which that member holds

45 2 Every certificate must specify

45 2 1 in respect of how many shares, of what class, it is issued,

- 45 2 2 the nominal value of those shares,
- 45 2 3 the extent to which shares are paid up, and
- 45 2 4 any distinguishing numbers assigned to them
- 45 3 No certificate may be issued in respect of shares of more than one class
- 45 4 If more than one person holds a share only one certificate may be issued in respect of it
- 45.5 Certificates must
 - 45 5 1 have affixed to them the Company's common seal, or
 - 45 5 2 be otherwise executed in accordance with the Companies Acts
- 46 **Replacement share certificates**
 - 46 1 If a certificate issued in respect of a member's shares is
 - 46 1 1 damaged or defaced, or
 - 46 1 2 said to be lost, stolen or destroyed,
 that member is entitled to be issued with a replacement certificate in respect of the same shares
 - 46 2 A member exercising the right to be issued with such a replacement certificate
 - 46 2 1 may at the same time exercise the right to be issued with a single certificate or separate certificates
 - 46 2 2 must return the certificate which is to be replaced to the Company if it is damaged or defaced, and
 - 46 2 3 must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide
- 47 **Transfer of shares- general**
 - 47 1 In these Articles a reference to the **transfer** of or **transferring** shares shall include any transfer, assignment, disposition or proposed or purported transfer, assignment or disposition
 - 47 1 1 of any share or shares of the Company, or
 - 47 1 2 of any interest of any kind in any share or shares of the Company, or
 - 47 1 3 of any right to receive or subscribe for any share or shares of the Company
 - 47 2 The directors shall not register the transfer of any share or any interest in any share unless the transfer is made in accordance with Article 48 (Voluntary Transfers), and, in any such case, is not prohibited under Article 49 (Prohibited Transfers)
 - 47 3 If the directors refuse to register a transfer of a share they shall, as soon as practicable and in any event within two months after the date on which the transfer was lodged with the Company, send to the transferee notice of and the reasons for, the refusal

- 47 4 An obligation to transfer a share under these Articles shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such share free from any lien, charge or other encumbrance
- 47 5 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor and (if any of the shares is partly paid) the transferee
- 47 6 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share
- 47 7 The Company may retain any instrument of transfer which is registered
- 47 8 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it
- 48 **Voluntary Transfers: Pre-emption rights**
- 48 1 Any member who wishes to transfer any share (**Seller**) shall before transferring or agreeing to transfer such share or any interest in it, serve notice in writing (**Transfer Notice**) on the Company of his wish to make that transfer
- 48 2 In the Transfer Notice the Seller shall specify
- 48 2 1 the number and class of shares (**Sale Shares** and each one a **Sale Share**) which he wishes to transfer,
- 48 2 2 the identity of the person (if any) to whom the Seller wishes to transfer the Sale Shares,
- 48 2 3 the price per share at which the Seller wishes to transfer the Sale Shares (**Proposed Sale Price**),
- 48 2 4 any other terms relating to the transfer of the Sale Shares, and
- 48 2 5 whether the Transfer Notice is conditional upon all (and not part only) of the Sale Shares being sold pursuant to the following provisions of this Article 48 (**Total Transfer Condition**)
- 48 3 Each Transfer Notice shall
- 48 3 1 relate to one class of shares only,
- 48 3 2 constitute the Company as the agent of the Seller for the sale of the Sale Shares on the terms of this Article 48, and
- 48 3 3 save as provided in Article 48 8 be irrevocable
- 48 4 The Sale Shares shall be offered for purchase in accordance with this Article 48 at a price per Sale Share (**Sale Price**) agreed between the Seller and the directors or, in default of such agreement by the end of the 15th working day after the date of service of the Transfer Notice
- 48 4 1 if the directors so elect within that fifteen working day period after the date of service of the Transfer Notice, the Sale Price shall be the price per Sale Share reported on by the Valuers as their written opinion of the open market value of each Sale Share (**Market Value**) as at the date of service of the Transfer Notice (in which case for the purposes of these Articles the Sale Price shall be deemed to have

- been determined on the date of the receipt by the Company of the Valuer's report),
and
- 48 4 2 otherwise the Sale Price shall be the Proposed Sale Price, in which case for the purpose of these Articles the Sale Price shall be deemed to have been agreed at the end of that 15th working day
- 48 5 If instructed to report on their opinion of Market Value under Article 48 4 the Valuers shall
- 48 5 1 act as expert and not as arbitrator and their written determination shall be final and binding on the members, and
- 48 5 2 proceed on the basis that
- 48 5 2 1 the open market value of each Sale Share shall be the sum which a willing buyer would agree with a willing seller to be the purchase price for all the class of shares of which the Sale Shares form part, divided by the number of issued shares then comprised in that class,
- 48 5 2 2 there shall be no addition of any premium or subtraction of any discount by reference to the size of the holding the subject of the Transfer Notice or in relation to any restrictions on the transferability of the Sale Shares, and
- 48 5 2 3 any difficulty in applying either of the foregoing bases shall be resolved by the Valuers as they think fit in their absolute discretion
- 48 6 The Company will use its reasonable endeavours to procure that the Valuers deliver their written opinion of the Market Value to the directors and to the Seller within twenty-eight days of being requested to do so
- 48 7 The Valuers' fees for reporting on their opinion of the Market Value shall be borne as the Valuers shall specify in their valuation having regard to the conduct of the parties and the merit of their agreements in respect of the matters in dispute or otherwise (in the absence of any such specification by the Valuers) as to one half by the Seller and as to the other half by the Company unless the Seller revokes the Transfer Notice pursuant to Article 48 8, in which case the Seller shall pay all the Valuers' fees
- 48 8 If the Market Value is reported on by the Valuers under Article 48 4 to be less than the Proposed Sale Price, the Seller may revoke any Transfer Notice which was not stated to be or is not deemed by these Articles to be, irrevocable by written notice given to the directors within the period of five working days after the date the directors serve on the Seller the Valuers' written opinion of the Market Value
- 48 9 The directors shall at least ten working days after and no more than twenty working days after the Sale Price has been agreed or determined give an Offer Notice to all members in accordance with these Articles For the avoidance of doubt no Sale Shares may be offered or sold to any transferee pursuant to Article 48 14 unless an Offer Notice has first been given to all members in accordance with the pre-emption provisions set out in this Article 48 9 and Articles 48 10 to 48 13 inclusive
- 48 10 An Offer Notice shall
- 48 10 1 specify the Sale Price,
- 48 10 2 contain the other details included in the Transfer Notice, and

- 48 10 3 invite each of the members (other than the Seller) to respond in writing, before expiry of the Offer Notice, to purchase the numbers of Sale Shares specified by them in their application,
- and shall expire twenty working days after its service
- 48 11 After the expiry date of the Offer Notice, the directors shall allocate the Sale Shares in accordance with the applications received save that
- 48 11 1 if there are applications from members for more than the number of Sale Shares available, they shall be allocated to those applicants in proportion (as nearly as possible but without allocating to any member more Sale Shares than the maximum number applied for by him) to the number of shares then held by them respectively, however in his application for Sale Shares a member may, if he so desires indicate that he would be willing to purchase a particular proportionate entitlement (**Excess Shares**) in which case, applications for Excess Shares shall be allocated in accordance with such application, or in the event of competition among those members applying for Excess Shares in such proportions as equal (as nearly as may be) the proportions of all the shares held by such members,
- 48 11 2 if it is not possible to allocate any of the Sale Shares without involving fractions, they shall be allocated amongst them in such manner as the Board shall think fit, and
- 48 11 3 if the Transfer Notice contained a valid Total Transfer Condition no allocation of Sale Shares shall be made unless all the Sale Shares are allocated
- 48 12 The directors shall, within five working days of the expiry date of the Offer Notice, give notice in writing (**Allocation Notice**) to the Seller and to each person to whom Sale Shares have been allocated (each a **Buyer**) specifying the name and address of each Buyer, the number and class of Sale Shares agreed to be purchased by him and the aggregate price payable for them
- 48 13 Completion of a sale and purchase of Sale Shares pursuant to an Allocation Notice shall take place at the registered office of the Company at the time specified in the Allocation Notice when the Seller shall, upon payment to him by a Buyer of the Sale Price in respect of the Sale Shares allocated to that Buyer, transfer those Sale Shares and deliver the relative share certificate(s) to that Buyer
- 48 14 If all the Sale Shares are not sold under the pre-emption provisions contained in Articles 48 9 to 48 13 inclusive, the Seller may, during the period of thirty working days immediately following the expiry date of the Offer Notice, sell all or any of these Sale Shares, for which an Allocation Notice has not been given, by way of bona fide sale to the proposed transferee (if any) named in the Transfer Notice or, if none was so named, to any transferee, in either case at any price per Sale Share which is not less than the Sale Price, without any deduction, rebate or allowance to the proposed transferee, provided that
- 48 14 1 the Seller may not transfer such share and the directors shall not register any transfer to a transferee who is not at that date a member unless such transferee is first approved in writing by the directors, and
- 48 14 2 if the Transfer Notice contained a Total Transfer Condition, the Seller shall not be entitled, save with the written consent of the directors, to sell only some of the Sale Shares under this Article 48 14
- 48 15 If a Seller fails for any reason (including death) to transfer any Sale Shares when required pursuant to this Article 48, the directors may authorise any director of the Company (who shall be deemed to be irrevocably appointed as the attorney of the Seller for the purpose) to execute

each necessary transfer of such Sale Shares and deliver it on the Seller's behalf. The Company may receive the purchase money for such Sale Shares from the Buyer and shall upon receipt (subject, if necessary, to the transfer being duly stamped) register the Buyer as the holder of such Sale Shares. The Company shall hold such purchase money in a separate bank account on trust for the Seller but shall not be bound to earn or pay interest on any money so held. The Company's receipt for such purchase money shall be a good discharge to the Buyer who shall not be bound to see to the application of it, and after the name of the Buyer has been entered in the register of members in purported exercise of the power conferred by this Article 48 15 the validity of the proceedings shall not be questioned by any person.

49 Prohibited Transfers

Notwithstanding any other provision of these Articles, no transfer of any Share shall be registered if it is to any minor, undischarged bankrupt, trustee in bankruptcy or person of unsound mind.

50 Transmission of shares

50 1 If title to a share passes to a transferee, the Company may only recognise the transferee as having any title to that share.

50 2 Nothing in these Articles releases the estate of a deceased member from any liability in respect of a share solely or jointly held by that member.

50 3 A transferee who produces such evidence of entitlement to shares as the directors may properly require

50 3 1 may, subject to the Articles, choose either to become the holder of those shares or to have them transferred to another person, and

50 3 2 subject to the Articles, and pending any transfer of the shares to another person, has the same rights as the holder had.

50 4 But subject to Article 20 2 (Methods of appointing directors), transferees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares.

51 Exercise of transferees' rights

51 1 Transferees who wish to become the holders of shares to which they have become entitled must notify the Company in writing of that wish.

51 2 If the transferee wishes to have a share transferred to another person, the transferee must execute an instrument of transfer in respect of it.

51 3 Any transfer made or executed under this Article is to be treated as if it were made or executed by the person from whom the transferee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

52 Transferees bound by prior notices

If a notice is given to a member in respect of shares and a transferee is entitled to those shares, the transferee is bound by the notice if it was given to the member before the transferee's name or the name of any person nominated under Article 50 3 (Transmission of shares), has been entered in the register of members.

53 Procedure for disposing of fractions of shares

53 1 This Article applies where

53 1 1 there has been a consolidation or division of shares, and

53 1 2 as a result, members are entitled to fractions of shares

53 2 The directors may

53 2 1 sell the shares representing the fractions to any person including the Company for the best price reasonably obtainable,

53 2 2 authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser, and

53 2 3 distribute the net proceeds of sale in due proportion among the holders of the shares

53 3 The person to whom the shares are transferred is not obliged to ensure that any purchase money is received by the person entitled to the relevant fractions

53 4 The transferee's title to the shares is not affected by any irregularity in or invalidity of the process leading to their sale

DIVIDENDS AND OTHER DISTRIBUTIONS

54 Procedure for declaring dividends

54 1 The Company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends

54 2 A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors

54 3 No dividend may be declared or paid unless it is in accordance with members' respective rights

54 4 Unless the members' resolution to declare or directors' decision to pay a dividend or the terms on which shares are issued specify otherwise, it must be paid by reference to each member's holding of shares on the date of the resolution or decision to declare or pay it

54 5 If the Company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear

54 6 The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment

54 7 If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights

55 Calculation of dividends

55 1 Except as otherwise provided by the Articles or the rights attached to shares, all dividends must be

- 55 1 1 declared and paid according to the amounts paid up on the shares on which the dividend is paid, and
 - 55 1 2 apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid
 - 55 2 If any share is issued on terms providing that it ranks for dividend as from a particular date that share ranks for dividend accordingly
- 56 **Payment of dividends and other distributions**
- 56 1 Where a dividend or other sum which is a distribution is payable in respect of a share it must be paid by one or more of the following means
 - 56 1 1 transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide,
 - 56 1 2 sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide,
 - 56 1 3 sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide, or
 - 56 1 4 any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide.
 - 56 2 In these Articles, the **distribution recipient** means, in respect of a share in respect of which a dividend or other sum is payable
 - 56 2 1 the holder of the share, or
 - 56 2 2 if the share has two or more joint holders, whichever of them is named first in the register of members, or
 - 56 2 3 if the holder is no longer entitled to the share by reason of death or bankruptcy or otherwise by operation of law, the transmittee
- 57 **Deductions from distributions in respect of sums owed to the company**
- 57 1 If
 - 57 1 1 a share is subject to the Company's lien, and
 - 57 1 2 the directors are entitled to issue a lien enforcement notice in respect of it,
 they may, instead of issuing a lien enforcement notice deduct from any dividend or other sum payable in respect of the share any sum of money which is payable to the Company in respect of that share to the extent that they are entitled to require payment under a lien enforcement notice
 - 57 2 Money so deducted must be used to pay any of the sums payable in respect of that share
 - 57 3 The Company must notify the distribution recipient in writing of

- 57 3 1 the fact and amount of any such deduction,
- 57 3 2 any non-payment of a dividend or other sum payable in respect of a share resulting from any such deduction, and
- 57 3 3 how the money deducted has been applied

58 No interest on distributions

- 58 1 The Company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by
 - 58 1 1 the terms on which the share was issued, or
 - 58 1 2 the provisions of another agreement between the holder of that share and the Company

59 Unclaimed distributions

- 59 1 All dividends or other sums which are
 - 59 1 1 payable in respect of shares, and
 - 59 1 2 unclaimed after having been declared or become payable,
 may be invested or otherwise made use of by the directors for the benefit of the Company until claimed
- 59 2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it
- 59 3 If
 - 59 3 1 twelve years have passed from the date on which a dividend or other sum became due for payment, and
 - 59 3 2 the distribution recipient has not claimed it,
 the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company

60 Non-cash distributions

- 60 1 Subject to the terms of issue of the share in question, the Company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any Company)
- 60 2 For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution
 - 60 2 1 fixing the value of any assets,
 - 60 2 2 paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients, and

60 2 3 vesting any assets in trustees

61 **Waiver of distributions**

61 1 Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the Company notice in writing to that effect, but if

61 1 1 the share has more than one holder, or

61 1 2 more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,

the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share

CAPITALISATION OF PROFITS

62 **Authority to capitalise and appropriation of capitalised sums**

62 1 Subject to the Articles, the directors may, if they are so authorised by an ordinary resolution

62 1 1 decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend or any sum standing to the credit of the Company's share premium account or capital redemption reserve, and

62 1 2 appropriate any sum which they so decide to capitalise (**capitalised sum**) to the persons who would have been entitled to it if it were distributed by way of dividend (**persons entitled**) and in the same proportions

62 2 Capitalised sums must be applied

62 2 1 on behalf of the persons entitled, and

62 2 2 in the same proportions as a dividend would have been distributed to them

62 3 Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct

62 4 A capitalised sum which was appropriated from profits available for distribution may be applied

62 4 1 in or towards paying up any amounts unpaid on existing shares held by the persons entitled, or

62 4 2 in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct

62 5 Subject to the Articles the directors may

62 5 1 apply capitalised sums in accordance with paragraphs 62 3 and 62 4 partly in one way and partly in another,

62 5 2 make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this Article (including the issuing of fractional certificates or the making of cash payments), and

- 62 5 3 authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this Article 62

PART 4

DECISION-MAKING BY MEMBERS

ORGANISATION OF GENERAL MEETINGS

63 Convening general meetings

The directors may call general meetings and, on the requisition of members pursuant to the provisions of CA 2006, shall forthwith proceed to convene a general meeting in accordance with CA 2006. If there are not within the United Kingdom sufficient directors to call a general meeting, any director or the members requisitioning the meeting (or any of them representing more than one half of the total voting rights of them all) may call a general meeting. If the Company has only a single member, such member shall be entitled at any time to call a general meeting.

64 Notice of general meetings

64 1 General meetings (other than an adjourned meeting) shall be called by at least fourteen Clear Days' notice but a general meeting may be called by shorter notice if it is so agreed by a majority in number of the members having a right to attend and vote, being a majority together holding not less than ninety per cent (90%) in nominal value of the shares at the meeting, giving that right.

64 2 The notice shall specify the time, date and place of the meeting, the general nature of the business to be transacted and the terms of any resolution to be proposed at it.

64 3 Subject to the provisions of these Articles and to any restrictions imposed on any shares, the notice shall be given to all members, to all persons entitled to a share in consequence of the death or bankruptcy of a member (if the company has been notified of their entitlement) and to the directors, alternate directors and the auditors for the time being of the Company.

64 4 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 that meeting.

65 Resolutions requiring special notice

65 1 If CA 2006 requires special notice to be given of a resolution, then the resolution will not be effective unless notice of the intention to propose it has been given to the Company at least twenty-eight Clear Days before the general meeting at which it is to be proposed.

65 2 Where practicable, the Company must give the members notice of the resolution in the same manner and at the same time as it gives notice of the general meeting at which it is to be proposed. Where that is not practicable, the Company must give the members at least fourteen Clear Days' before the relevant general meeting by advertisement in a newspaper with an appropriate circulation.

65 3 If, after notice to propose such a resolution has been given to the Company, a meeting is called for a date twenty-eight days or less after the notice has been given, the notice shall be deemed to have been properly given, even though it was not given within the time required by Article 65 1.

66 Attendance and speaking at general meetings

- 66 1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting during the meeting any information or opinions which that person has on the business of the meeting
- 66 2 A person is able to exercise the right to vote at a general meeting when
- 66 2 1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
- 66 2 2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting
- 66 3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it
- 66 4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other
- 66 5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them

67 Quorum for general meetings

- 67 1 No business shall be transacted at any meeting unless a quorum is present Subject to section 318(2) of CA 2006, two qualifying persons (as defined in section 318(3) of CA 2006) entitled to vote upon the business to be transacted shall be a quorum, provided that if the Company has only a single member, the quorum shall be one such qualifying person
- 67 2 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum

68 Chairing general meetings

- 68 1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so
- 68 2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start
- 68 2 1 the directors present, or
- 68 2 2 (if no directors are present), the meeting,
- must appoint a director or member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting
- 68 3 The person chairing a meeting in accordance with this Article is referred to as the **chairman of the meeting**

69 Attendance and speaking by directors and non-members

- 69 1 Directors may attend and speak at general meetings, whether or not they are members

69 2 The chairman of the meeting may permit other persons who are not
69 2 1 members of the Company, or
69 2 2 otherwise entitled to exercise the rights of members in relation to general meetings,
to attend and speak at a general meeting

70 Adjournment

70 1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it. If, at the adjourned meeting, a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be dissolved.

70 2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if
70 2 1 the meeting consents to an adjournment, or
70 2 2 it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

70 3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.

70 4 When adjourning a general meeting, the chairman of the meeting must
70 4 1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and
70 4 2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

70 5 If the continuation of an adjourned meeting is to take place more than fourteen days after it was adjourned, the Company must give at least seven Clear Days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)
70 5 1 to the same persons to whom notice of the Company's general meetings is required to be given, and
70 5 2 containing the same information which such notice is required to contain.

70 6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

71 Voting: general

71 1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles. Subject to any rights or restrictions attached to any shares, on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative (unless the representative is himself a member, in which case he shall have more than one vote) shall have one vote. A proxy shall not be entitled to vote on a show of hands.

- 71 2 No member shall vote at any general meeting or at any separate meeting of the holder of any class of shares, either in person or by proxy, in respect of any share held by him unless all monies presently payable by him in respect of that share have been paid
- 71 3 In the case of joint holders the vote of the senior who tenders a vote shall be accepted to the exclusion of the votes of the other joint holders, and seniority shall be determined by the order in which the names of the holders stand in the register of members
- 71 4 Unless a poll is duly demanded, a declaration by the chairman that a resolution has been carried or carried unanimously or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution
- 72 **Errors and disputes**
- 72 1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid
- 72 2 Any such objection must be referred to the chairman of the meeting, whose decision is final
- 73 **Poll votes**
- 73 1 On a poll every member who (being an individual is present in person or by proxy) or (being a corporation) is present by a duly authorised representative or by proxy shall have one vote for every share of which he is the holder On a poll, a member entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way
- 73 2 A poll on a resolution may be demanded
- 73 2 1 in advance of the general meeting where it is to be put to the vote, or
- 73 2 2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared
- 73 3 A poll may be demanded by
- 73 3 1 the chairman of the meeting,
- 73 3 2 the directors,
- 73 3 3 two or more persons having the right to vote on the resolution,
- 73 3 4 a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution, or
- 73 3 5 a person or persons holding shares conferring a right to vote on the resolution on which not less than one tenth of the total sum paid up on all the shares conferring that right
- 73 4 A demand for a poll may be withdrawn if
- 73 4 1 the poll has not yet been taken, and
- 73 4 2 the chairman of the meeting consents to the withdrawal

A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made

73 5 A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

73 6 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven Clear Days' notice shall be given specifying the time and place at which the poll is to be taken.

73 7 The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

74 Content of proxy notices

74 1 Subject to the provisions of these Articles, a member is entitled to appoint another person as his proxy to exercise all or any of his rights to attend and to speak and vote at a general meeting. A member may appoint more than one proxy in relation to a meeting, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by that member.

74 2 Proxies may only validly be appointed by a notice in writing (**proxy notice**) which

74 2 1 states the name and address of the member appointing the proxy,

74 2 2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed,

74 2 3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine, and

74 2 4 is delivered to the Company in accordance with the Articles and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate and received by the Company

74 2 4 1 subject to Articles 74 2 4 2 and 74 2 4 3 in the case of a general meeting or adjourned meeting, not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the right to vote is to be exercised,

74 2 4 2 in the case of a poll taken more than forty-eight hours after it is demanded, after the poll has been demanded and not less than twenty-four hours before the time appointed for the taking of the poll, or

74 2 4 3 where the poll is not taken forthwith but is taken not more than forty-eight hours after it was demanded, at the time at which the poll was demanded or twenty-four hours before the time appointed for the taking of the poll, whichever is the later,

and a proxy notice which is not delivered and received in such manner shall be invalid.

- 74 3 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes
- 74 4 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions and the proxy is obliged to vote or abstain from voting in accordance with the specified instructions. However, the Company is not obliged to check whether a proxy votes or abstains from voting as he has been instructed and shall incur no liability for failing to do so. Failure by a proxy to vote or abstain from voting as instructed at a meeting shall not invalidate proceedings at that meeting
- 74 5 Unless a proxy notice indicates otherwise, it must be treated as
- 74 5 1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
- 74 5 2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself
- 75 Delivery of proxy notices**
- 75 1 Any notice of a general meeting must specify the address or addresses (**proxy notification address**) at which the Company or its agents will receive proxy notices relating to that meeting or any adjournment of it, delivered in hard copy or electronic form
- 75 2 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it even though a valid proxy notice has been delivered to the Company by or on behalf of that person to a proxy notification address
- 75 3 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given
- 75 4 A notice revoking a proxy appointment only takes effect if it is received by the Company
- 75 4 1 in the case of a general or adjourned meeting, not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the right to vote is to be exercised,
- 75 4 2 in the case of a poll taken more than forty-eight hours after it was demanded, not less than twenty-four hours before the time appointed for the taking of the poll or
- 75 4 3 in the case of a poll not taken forthwith but not more than forty-eight hours after it was demanded, at the time at which it was demanded or twenty-four hours before the time appointed for the taking of the poll, whichever is later.
- and a notice which is not delivered and received in such manner shall be invalid
- 75 5 In calculating the periods referred to in Article 74 (Content of proxy notices) and this Article 75, no account shall be taken of any part of a day that is not a working day
- 75 6 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf

76 Representation of corporations at meetings

Subject to CA 2006, a company which is a member may, by resolution of its directors or other governing body, authorise one or more persons to act as its representative or representatives at a meeting of the company or at a separate meeting of the holders of a class of shares of the company (**corporate representative**) A director, secretary or other person authorised for the purpose by the directors may require a corporate representative to produce a certified copy of the resolution of authorisation before permitting him to exercise his powers

77 Amendments to resolutions

77 1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if

77 1 1 notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and

77 1 2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution

77 2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if

77 2 1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and

77 2 2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution

77 3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution

WRITTEN RESOLUTIONS

78 Written Resolutions

78 1 A resolution of the members (or a class of members) may be passed as a written resolution in accordance with chapter 2 of part 13 of CA 2006

PART 5

MISCELLANEOUS PROVISIONS

COMMUNICATIONS

79 Means of communication to be used

79 1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which of CA 2006 provides for documents or information which are authorised or required by any provision of CA 2006 to be sent or supplied by or to the Company

79 2 Any notice, document or other information shall be deemed served on or delivered to the intended recipient

- 79 2 1 If properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted,
- 79 2 2 If properly addressed and delivered by hand, when it was given or left at the appropriate address,
- 79 2 3 If properly addressed and sent or supplied by electronic means 48 hours after the document or information was sent or supplied, and
- 79 2 4 If sent or supplied by means of a website when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website

For the purposes of this Article 79 2, no account shall be taken of any part of a day that is not a working day

- 79 3 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by of CA 2006
- 79 4 Subject to the Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being
- 79 5 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours
- 79 6 In the case of joint holders of a share, all notices or documents shall be given to the joint holder whose name stands first in the register in respect of the joint holding. Notice so given shall be sufficient notice to all of the joint holders. Where there are joint holders of a share, anything which needs to be agreed or specified in relation to any notice, document or other information to be sent or supplied to them can be agreed or specified by any one of the joint holders. The agreement or specification of the joint holder whose name stands first in the register will be accepted to the exclusion of the agreement or specification of any other joint holder (s) whose name(s) stand later in the register
- 79 7 The Company may give notice to the transferee of a member, by sending or delivering it in any manner authorised by these Articles for the giving of notice to a member, addressed to that person by name, or by the title, of representative of the deceased or trustee of the bankrupt or representative by operation of law or by any like description, at the address (if any) within the United Kingdom supplied for the purpose by the person claiming to be so entitled. Until such an address has been so supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy or operation of law had not occurred

ADMINISTRATIVE ARRANGEMENTS

80 Company seals

- 80 1 Any common seal may only be used by the authority of the directors
- 80 2 The directors may decide by what means and in what form any common seal is to be used
- 80 3 Unless otherwise decided by the directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by either at least two authorised persons or by at least one authorised person in the presence of a witness who attests the signature

- 80 4 For the purposes of this Article, an authorised person is
- 80 4 1 any director of the Company,
 - 80 4 2 the Company secretary (if any), or
 - 80 4 3 any person authorised by the directors for the purpose of signing documents to which the common seal is applied

81 No right to inspect accounts and other records

Except as provided by law or authorised by the directors or an ordinary resolution of the Company no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a member

82 Provision for employees on cessation of business

The directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary

DIRECTORS' INDEMNITY AND INSURANCE

83 Indemnity

83 1 Subject to Article 83 2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled

83 1 1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer

83 1 1 1 in the actual or purported execution and/or discharge of his duties or in relation to them, and

83 1 1 2 in relation to the company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of CA 2006),

including (in each case) any liability incurred by him in defending any civil or criminal proceedings in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs, and

83 1 2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 83 1 1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure

83 2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law

83 3 In this Article 83

83 3 1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

83 3 2 a **relevant officer** means any director or alternate director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of CA 2006) and may, if the members so decide, include any person engaged by the Company (or any associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor)

84 Insurance

84 1 The directors may decide to purchase and maintain insurance, at the expense of the Company for the benefit of any relevant officer in respect of any relevant loss

84 2 In this Article 84

84 2 1 a **relevant officer** means any director or alternate director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of CA 2006,

84 2 2 a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company, and

84 2 3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate

CC04

Statement of company's objects



✓ **What this form is for**
You may use this form to notify the
change of company's objects

✗ **What this form is NOT for**
You cannot use this form to
the change of any provision
articles different to objects

MONDAY



A08 12/04/2010 365
COMPANIES HOUSE

1 Company details

Company number 0 2 3 5 7 4 7 0

Company name in full 7SIDE LIMITED

→ **Filing in this form**
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Company's objects ①

The above company gives notice of the following changes to the company's
objects ②

- addition to
- removal of
- alteration to

① **Please note**

A copy of the amending resolution
and a copy of the revised articles
must be sent within 15 days of the
amendment taking effect

② **The amendment to the objects is not
effective until entry of this form on
the Register**

3 Signature

I am signing this form on behalf of the company

Signature

Signature

X  X

① **Societas Europaea**

If the form is being filed on behalf
of a Societas Europaea (SE) please
delete 'director' and insert details
of which organ of the SE the person
signing has membership

② **Person authorised**

Under either section 270 or 274 of
the Companies Act 2006

This form may be signed by
Director ③, Secretary, Person authorised ④, Liquidator, Administrator,
Administrative receiver, Receiver, Receiver manager, Charity Commission receiver
and manager, CIC manager, Judicial factor

CC04

Statement of company's objects

 **Presenter information**

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **Formations Dept**

Company name **7Side Limited**

Address **14-18 City Road**

Post town **Cardiff**

County/Region

Postcode

	C	F	2	4		3	D	L
--	---	---	---	---	--	---	---	---

Country

DX

Telephone

 **Checklist**

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- The company name and number match the information held on the public Register
- You have indicated in section 2 the extent of changes to the company's objects
- You have signed the form

 **Important information**

Please note that all information on this form will appear on the public record

 **Where to send**

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
DX 481 N R Belfast 1

 **Further information**

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

G

COMPANIES FORM No. 123 Notice of increase in nominal capital

123

CHFP096

Please do not
write in this margin

Pursuant to section 123 of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies
(Address overleaf)

For official use

Company number

Name of Company

* insert full name
of company

* SEVERNSIDE COMPANY SERVICES LIMITED

gives notice in accordance with section 123 of the above Act that by resolution of the company
dated 24/07/2003 the nominal capital of the company has been
increased by £ 900 beyond the registered capital of £ 100

† the copy must be
printed or in some
other form approved
by the registrar

A copy of the resolution authorising the increase is attached. †

The conditions (e.g. voting rights, dividend rights, winding-up rights etc.) subject to which the new
shares have been or are to be issued are as follows :

*TO BANK PARI PASSU WITH THE EXISTING
SHARES.*

Please tick here if
continued overleaf

‡ Insert
Director,
Secretary,
Administrator,
Administrative
Receiver or
Receiver
(Scotland) as
appropriate

Signed

Designation ‡ DIRECTOR

Date 24/07/2003

Presentor's name address and
reference (if any) :

SEVERNSIDE COMPANY SERVICES
14-18 CITY ROAD
CARDIFF
CF24 3DL
TEL: 029 20 451444
FAX: 029 20 465871

For official use (02/00)
General Section

Post --



PEELAN43
PUB
COMPANIES HOUSE
COMPANIES HOUSE

0307
01/08/03
24/07/03

THE COMPANIES ACTS 1985 TO 1989

PRIVATE COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

-OF-

SEVERNSIDE COMPANY SERVICES LIMITED

Passed 24/07/2003

At an EXTRAORDINARY GENERAL MEETING of the above-named Company, duly convened, and held at the Registered Office of the Company on the above date the following SPECIAL RESOLUTION was passed :-

That the Memorandum and Articles of Association of which a copy has been produced to this meeting and subscribed by the Chairman of the meeting for identification be and the same are hereby adopted as the Memorandum and Articles of Association of the company in substitution for and to the exclusion of the existing Memorandum and Articles of Association thereof.


CHAIRMAN



SEVERNSIDE COMPANY SERVICES
14-18 CITY ROAD
CARDIFF
CF24 3DL
TEL: 029 20 451444
FAX: 029 20 485871

EX-100-10000
TEL. (202) 456-7890
OFFICE OF THE
COMPTROLLER
GENERAL
U.S. DEPARTMENT OF
COMMERCE



THE COMPANIES ACTS 1985 TO 1989

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

- OF -

SEVERNSIDE COMPANY SERVICES LIMITED

1. The name of the Company is **SEVERNSIDE COMPANY SERVICES LIMITED**.
2. The registered office of the Company will be situated in England and Wales.
3. The objects for which the Company is established are:-
 - (A) To carry on business as a general commercial company.
 - (B) To carry on any other business which may in the opinion of the Board of Directors be advantageously carried on by the Company.
 - (C) To purchase, sell, exchange, improve, mortgage, charge, rent, let on lease, hire, surrender, license, accept surrender of, and otherwise acquire and deal with any freehold, leasehold or other property, chattels and effects; and to erect, pull down, repair, alter, develop, or otherwise deal with any building or buildings and adapt the same for the purposes of the Company's business.
 - (D) To purchase or otherwise acquire all or any part of the business or assets of any person, firm or company, carrying on or formed to carry on any business which this Company is authorised to carry on or possessed of property suitable to the purposes of this Company, and to pay cash or to issue any shares, stocks, debentures or debenture stock of this Company as the consideration for such purchase or acquisition and to undertake any liabilities or obligations relating to the business or property so purchased or acquired.
 - (E) To apply for, purchase or otherwise acquire any patents, licences or concessions which may be capable of being dealt with by the Company, or be deemed to benefit the Company and to grant rights thereout.
 - (F) To sell, let, license, develop or otherwise deal with the undertaking, or all or any part of the property or assets of the Company, upon such terms as the Company may approve, with power to accept shares, debentures or securities of, or interests in, any other company.
 - (G) To invest and deal with the moneys of the Company not immediately required for the purposes of the Company in or upon such securities and subject to such conditions as may seem expedient.
 - (H) To lend money to such persons, upon such terms and with or without security and subject to such conditions as may seem desirable.
 - (I) To guarantee the payment of any debentures, debenture stock, bonds, mortgages, charges, obligations, interest, dividends, securities, moneys or shares or the performance of contracts or engagements of any other company or person (including but without prejudice to the

generality of the foregoing) the holding company of the Company or any company which is a subsidiary of such holding company within, in each case, the meaning of Section 736 and Section 736(A) of the Companies Act 1985 (the "Act") as amended by the Companies Act 1989, and to give indemnities and guarantees of all kinds and to enter into partnership or any joint purse arrangement with any person, persons, firm or company.

(J) To borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture stock, charged upon all or any of the Company's property, both present and future, including its uncalled capital, and to re-issue any debentures at any time paid off.

(K) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, debentures, warrants and other negotiable documents.

(L) To purchase, subscribe for, or otherwise acquire and hold shares, stocks or other interests in, or obligations of, any other company or corporation.

(M) To remunerate any person or company for services rendered or to be rendered in placing or assisting to place any of the shares in the Company's capital or any debentures, debenture stock or other securities of the Company or in or about the formation or promotion of the Company or the conduct of its business.

(N) To pay out of the funds of the Company all costs and expenses of or incidental to the formation and registration of the Company and the issue of its capital and debentures including brokerage and commission.

(O) To promote, or aid in the promotion of, any company or companies for the purpose of acquiring all or any of the property, rights and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to advance the interests of this Company.

(P) To establish and support and aid in the establishment and support of funds or trusts calculated to benefit employees or ex-employees of the Company (including any Director holding a salaried office or employment in the Company) or the dependants or connections of such persons and to grant pensions and allowances to any such persons.

(Q) To remunerate the Directors of the Company in any manner the Company may think fit and to pay or provide pensions for, or make payments to, or for the benefit of, Directors and ex-Directors of the Company or their dependants or connections.

(R) To distribute any property of the Company in specie among the Members.

(S) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.

It is declared that the foregoing sub-clauses shall be construed independently of each other and none of the objects therein mentioned shall be deemed to be merely subsidiary to the objects contained in any other sub-clause.

4. The liability of the Members is limited.

5. The Share Capital of the Company is £1000 divided into 1000 shares of £1 each with power to increase or to divide the shares in the capital for the time being, into different classes having such rights, privileges and advantages as to voting and otherwise as the Articles of Association may from time to time prescribe.



THE COMPANIES ACTS 1985 TO 1989

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

- OF -

SEVERNSIDE COMPANY SERVICES LIMITED

PRELIMINARY

1. (a) The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 and The Companies Act 1985 (Electronic Communications) Order 2000 (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company.

(b) Any reference in these Articles to "the Act" shall mean the Companies Act 1985 as amended or extended by any other enactment or any statutory re-enactment thereof.

PRIVATE COMPANY

2. The Company is a private company within the meaning of the Companies Act 1985.

ALLOTMENT OF SHARES

3. The Directors of the Company are generally authorised for the purposes of Section 80 of the Act to allot, grant options over or otherwise deal with or dispose of the original shares in the capital of the Company at the date of its incorporation to such persons at such times and on such conditions as they think fit, subject to the provisions of that Section and Article 4 hereof and provided that no shares shall be issued at a discount. In accordance with Section 91 of the Act Sections 89(1) and 90(1) to 90(6) of the Act shall not apply to the Company.

4. The general authority conferred on the Directors by regulation 3 of these Articles shall extend to all relevant securities (as defined by Section 80 of the Act) in the capital of the Company at the date of its incorporation during the period of five years from the date upon which the Company was incorporated but the Directors may, after the authority has expired, allot any shares in pursuance of an offer or agreement so to do made by the Company before the authority expired. The authority may be renewed varied or revoked by the Company in General Meeting.

SHARES

5. The Company shall have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the Company. Regulation 8 in Table A shall be modified accordingly.

6. The liability of any Member in default in respect of a call shall be increased by the addition

at the end of the first sentence of Regulation 18 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment."

7. Regulation 3 in Table A shall not apply to the Company and subject to the provisions of Chapter VII of Part V of the Act the Company may:-

(a) with the sanction of an Ordinary Resolution issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or the shareholder.

(b) purchase its own shares (including any redeemable shares).

(c) make a payment in respect of the redemption or purchase, under Sections 159, 160 or 162 of the Act and the relevant power (a) or (b) above, of any of its own shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares to the extent permitted by Sections 170, 171 and 172 of the Act.

TRANSFER OF SHARES

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

(b) Regulation 8(a) of these Articles shall not apply to any transfer to a person who is already a Member of the Company.

9. Subject to Regulation 8 of these Articles, a Subscriber to the Memorandum of Association of the Company may freely transfer his share to any person firm or company.

10. A Member (other than a Subscriber to the Memorandum of Association of the Company) who desires to transfer shares to a person who is not already a Member of the Company shall give notice of such intention to the Directors of the Company giving particulars of the shares in question. The Directors as agents for the Member giving such notice may dispose of such shares or any of them to Members of the Company at a price to be agreed between the transferor and the Directors, or failing agreement, at a price fixed by the Auditors of the Company as the fair value thereof. If within twenty-eight days from the date of the said notice the Directors are unable to find a Member or Members willing to purchase all such shares, the transferor may dispose of so many of such shares as shall remain undisposed of in any manner he may think fit within three months from the date of the said notice.

11. The instrument of transfer of any share shall be executed by or on behalf of the transferor who shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.

GENERAL MEETINGS

12. Every notice convening a General Meeting shall comply with the provisions of Section 372 of the Act as to giving information to Members in regard to their right to appoint proxies; and notices of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Directors and to the Auditor for the time being of the Company.

13. Regulation 41 in Table A shall be read and construed as if the words, "and if at the adjourned Meeting, the Meeting shall be dissolved" were added at the end.

DIRECTORS

14. (a) The first Director or Directors of the Company shall be the person or persons named as the first Director or Directors of the Company in the statement delivered under Section 10 of the Act.

(b) The number of the Directors shall be determined by Ordinary Resolution of the Company but unless and until so fixed there shall be no maximum number of Directors and the minimum number of Directors shall be one. In the event of the minimum number of Directors fixed by or pursuant to these Articles or Table A being one, a sole Director shall have the authority to exercise all the powers and discretions conferred by Table A or these Articles and expressed to be vested in the Directors generally and Regulation 89 in Table A shall be modified accordingly.

(c) A Director shall not require any share qualification but shall nevertheless be entitled to attend and speak at any General Meeting of the Company or at any separate class meeting of the holders of any class of shares of the Company.

(d) Regulation 64 in Table A shall not apply to the Company.

ALTERNATE DIRECTORS

15. (a) An alternate Director shall not be entitled as such to receive any remuneration from the Company except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice to the Company from time to time direct, but shall otherwise be subject to the provisions of these Articles with respect to Directors. An alternate Director shall during his appointment be an Officer of the Company and shall not be deemed to be an agent of his appointor. Regulation 66 in Table A shall be modified accordingly.

(b) A Director or any other person may act as an alternate Director to represent more than one Director and an alternate Director shall be entitled at meetings of the Directors, or any committee of the Directors, to one vote for every Director whom he represents in addition to his own vote (if any) as a Director.

BORROWING POWERS

16. The Directors may exercise all the powers of the Company to borrow money without limit as to the amount and upon such terms and in such manner as they think fit, and to grant any mortgage, charge or standard security over its undertaking, property and uncalled capital, or any part thereof, and, subject (in the case of any security convertible into shares) to Sections 80 and 380 of the Act to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

PROCEEDINGS OF DIRECTORS

17. Subject to the provisions of Section 317 of the Act, Regulation 94 in Table A shall not apply to the Company and a Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum present at any meeting when any such contract or arrangement is under consideration.

18. It shall not be necessary for Directors to sign their names in any book which may be kept for the purpose of recording attendance at meeting.

19. All or any of the members of the board or any committee of the board may participate in a meeting of the board or that committee by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed

to take place where the largest of the group of those participating is assembled, or, if there is no such group where the Chairman of the meeting then is.

DISQUALIFICATION OF DIRECTORS

20. The office of a Director shall be vacated if he becomes incapable by reason of illness or injury of managing and administering his property and affairs and Regulation 81 of Table A shall be modified accordingly.

ROTATION OF DIRECTORS

21. The Directors shall not be required to retire by rotation nor shall the Directors or any of them be required to retire from office at the first annual general meeting and Table A shall be modified accordingly.

THE SEAL

22. If the Company has a seal it shall be used only with the authority of the Directors or of a committee of the Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary or by a second Director. The obligation under Regulation 6 of Table A relating to the sealing of share certificates shall apply only if the Company has a seal. Regulation 101 in Table A shall not apply to the Company.

INDEMNITY

23. (a) Regulation 118 in Table A shall not apply to the Company. Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution and discharge of the duties of his office or otherwise in relation thereto, including 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 Sections 144 or 727 of the Act in which relief is granted to him by the court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 310 of the Act.

(b) The Directors shall have power to purchase and maintain at the expense of the Company an insurance policy for any Director (including an alternate Director), Officer or Auditor of the Company against any such liability as is referred to in Section 310(1) of the Act.

SEVERNSIDE COMPANY SERVICES LIMITED

Company No:
2357470

The Companies Acts 1985 and 1989

We, the undersigned, being all the Members for the time being of the above-named Company entitled to receive notice of and to attend and vote at General Meetings hereby pass the following Resolutions as Ordinary Resolutions and agree that the said Resolutions shall, pursuant to section 381A of the Companies Act 1985 as amended by the Companies Act 1989, for all purposes be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held.

Ordinary Resolutions

1. *"That the capital of the Company be increased from £100 to £1,000 by the creation of 900 ORDINARY shares of £1.00 each ranking pari passu in all respects with the existing ORDINARY shares in the capital of the Company."*
2. *"That the directors be and they are hereby generally and unconditionally authorised pursuant to section 80 of the Companies Act 1985 to exercise any power of the Company to allot and grant rights to subscribe for or to convert securities into shares of the Company up to a maximum nominal amount equal to the nominal amount of the authorised but unissued share capital at the date of the passing of this resolution. Provided that the authority hereby given shall expire 5 years after the passing of this resolution unless previously renewed or varied save that the directors may, notwithstanding such expiry, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company before the expiry of this authority."*

Passed on:

The Members:

£1.00 ORDINARY shareholders:

AMANDA JAYNE BISS



MALCOLM GEORGE GODWIN



SAMUEL GEORGE ALAN LLOYD



FILE COPY



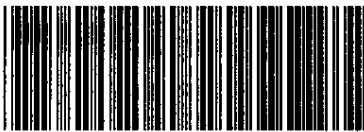
**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

Company No. 2357470

The Registrar of Companies for England and Wales hereby certifies that
SEVERNSIDE COMPANY SERVICES LIMITED

having by special resolution changed its name, is now incorporated
under the name of
7SIDE LIMITED

Given at Companies House, Cardiff, the 25th July 2003



C023574700



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —

HC006B

SEVERNSIDE COMPANY SERVICES LIMITED

Company No:
2357470

The Companies Acts 1985 and 1989

We, the undersigned, being all the Members for the time being of the above-named Company entitled to receive notice of and to attend and vote at General Meetings hereby pass the following Resolution as a Special Resolution and agree that the said Resolution shall, pursuant to section 381A of the Companies Act 1985 as amended by the Companies Act 1989, for all purposes be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held.

Special Resolution

"That the name of the Company be changed to 7SIDE LIMITED."

Passed on: 24/07/2003

The Members:

£1.00 ORDINARY shareholders:

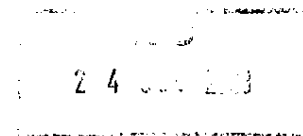
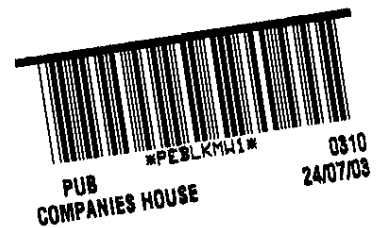
AMANDA JAYNE BISS



MALCOLM GEORGE GODWIN



SAMUEL GEORGE ALAN LLOYD



SEVERNSIDE COMPANY SERVICES
14-18 CITY ROAD
CARDIFF
CF24 3DL
TEL: 029 20 451444
FAX: 029 20 465871

THE COMPANIES ACTS 1985 TO 1989

PRIVATE COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

- OF -

Passed on the 20th day of May, 1996


At an EXTRAORDINARY GENERAL MEETING of the above-named Company, duly convened, and held at the Registered Office of the Company on the above date the following SPECIAL RESOLUTIONS were duly passed :-

That clause 3(A) of the Memorandum of Association be deleted and replaced by the following:-

(A) (i) To carry on business as a general commercial company.

(ii) To assist and provide wholly independent advice to companies, banks, governments and international organisations including charitable organisations) in the development and assessment of effective policies for sustainable economic growth in Africa - with particular reference to West Africa; In furtherance of this aim, the company may employ independent academic and business consultants for the purpose of, producing independent research, reports on all issues relating to development in Africa; Producing and implementing training programmes and sponsored conferences in Africa; Collaborating with international and governmental organisations in programmes that are consistent with the overall objectives of the Company.

(iii) To provide companies, banks, governments and international organisations with a wholly independent assessment service on environmental and related issues, energy efficiency and conservation issues, environment and investment accountability issues, water recycling, conservation and pollution issues, waste management including waste to energy, landfill operations, toxic waste management issues, on ethical, moral and training programmes in the community in Africa.



signed on behalf of
SEVERNSIDE NOMINEES LIMITED

CHAIRMAN

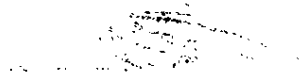


2014-15

2014-15

2014-15

2014-15



2014-15

2014-15

G

12

Statutory Declaration of compliance with requirements on application for registration of a company

Please do not write in this margin

Pursuant to section 12(3) of the Companies Act 1985

Please complete legibly, preferably in black type, or bold block lettering

To the Registrar of Companies (Address overleaf)

For official use

For official use

[] [] [] [] [] []

2357470

Name of company

* SEVERNSIDE COMPANY SERVICES LIMITED

* insert full name of Company

I, MALCOLM GEORGE GODWIN
of 83/85 CITY ROAD
CARDIFF CF2 3BL

† delete as appropriate

do solemnly and sincerely declare that I am a ~~[Solicitor engaged in the formation of the company]~~† [person named as director or secretary of the company in the statement delivered to the registrar under section 10(2)]† and that all the requirements of the above Act in respect of the registration of the above company and of matters precedent and incidental to it have been complied with, And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835

Declared at 31 THE PARADE
CARDIFF

Declarant to sign below

the 21st day of FEBRUARY
One thousand nine hundred and EIGHTY-NINE
before me

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths.

Presenter's name address and reference (if any):

SEVERNSIDE COMPANY SERVICES
COMPANY LAW AGENTS
83/85 CITY ROAD,
CARDIFF CF2 3BL
TEL: (0222) 481201
FAX: (0222) 471285

For official Use
New Companies Section

Post room

23 FEB 1989
M 56



**Statement of first directors
and secretary and intended
situation of registered office**

10

Please do not
write in
this margin

Pursuant to section 10 of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies
(Address overleaf - Note 8)

For official use

[Empty box for official use]

Name of company

* insert full name
of company

* SEVERNSIDE COMPANY SERVICES LIMITED

The intended situation of the registered office of the company on incorporation is as stated below

83/85 CITY ROAD,	
CARDIFF.	
Postcode	CF2 3BL.

If the memorandum is delivered by an agent for the subscribers of the memorandum please mark 'X' in the box opposite and insert the agent's name and address below

X

SEVERNSIDE COMPANY SERVICES COMPANY LAW AGENTS 83/85 CITY ROAD, CARDIFF CF2 3BL TEL: (0222) 461201 FAX: (0222) 471285	
Postcode	

Number of continuation sheets attached (see note 1)

[Empty box for continuation sheets]

Presentor's name address and
reference (if any):

SEVERNSIDE COMPANY SERVICES
COMPANY LAW AGENTS
83/85 CITY ROAD,
CARDIFF CF2 3BL
TEL: (0222) 461201
FAX: (0222) 471285

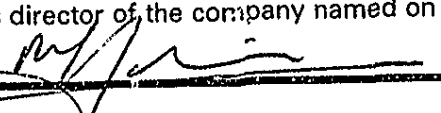
For official Use
General Section

Post room

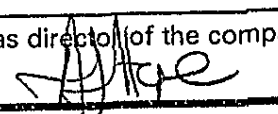
COMPANIES HOUSE
23 FEB 1989
M 56

The name(s) and particulars of the person who is, or the persons who are, to be the first director or directors of the company (note 2) are as follows:

Please do not write in this margin

Name (note 3) MALCOLM GEORGE GODWIN		Business occupation CHARTERED ACCOUNTANT	
Previous name(s) (note 3)		Nationality BRITISH	
Address (note 4) 83/85 CITY ROAD, CARDIFF.		Date of birth (where applicable) (note 6)	
	Postcode	CF2 3BL.	
Other directorships † COMPANY INFORMATION BUREAU LIMITED			
I consent to act as director of the company named on page 1			
Signature 		Date 21/2/1989	

† enter particulars of other directorships held or previously held (see note 5) if this space is insufficient use a continuation sheet.


Name (note 3) AMANDA JAYNE HOPE		Business occupation PARTNER IN LAW AGENCY	
Previous name(s) (note 3)		Nationality BRITISH	
Address (note 4) 83/85 CITY ROAD, CARDIFF.		Date of birth (where applicable) (note 6)	
	Postcode	CF2 3BL.	
Other directorships † COMPANY INFORMATION BUREAU LIMITED			
I consent to act as director of the company named on page 1			
Signature 		Date 21/2/1989	

Name (note 3)		Business occupation	
Previous name(s) (note 3)		Nationality	
Address (note 4)		Date of birth (where applicable) (note 6)	
	Postcode		
Other directorships †			
I consent to act as director of the company named on page 1			
Signature		Date	

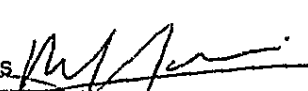
Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

The name(s) and particulars of the person who is, or the persons who are, to be the first secretary, or joint secretaries, of the company are as follows:

Name (notes 3 & 7)	
MALCOLM GEORGE GODWIN	
Previous name(s) (note 3)	
Address (notes 4 & 7) 83/85 CITY ROAD,	
CARDIFF,	
Postcode	CF2 3BL.
I consent to act as secretary of the company named on page 1	
Signature 	Date 21/2/1989

Name (notes 3 & 7)	
Previous name(s) (note 3)	
Address (notes 4 & 7)	
Postcode	
I consent to act as secretary of the company named on page 1	
Signature	Date

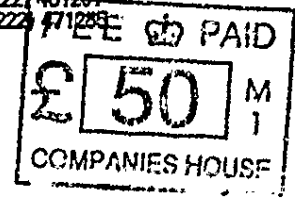
Signature of agent on behalf of subscribers 	
Date	21/2/1989

Signed	Date
Signed	Date
Signed	Date
Signed	Date
Signed	Date
Signed	Date

delete if the form is signed by the subscribers

delete if the form is signed by an agent on behalf of the subscribers.

All the subscribers must sign either personally or by a person or persons authorised to sign for them.



THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

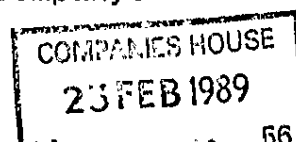
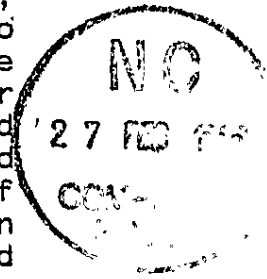
2357470

- OF -

SEVERNSIDE COMPANY SERVICES LIMITED

1. The name of the Company is SEVERNSIDE COMPANY SERVICES LIMITED.
2. The registered office of the Company will be situate in England and Wales.
3. The objects for which the Company is established are:-

(A) To carry on all or any of the businesses of importers, exporters, wholesalers, retailers, manufacturers' agents and representatives, commission agents, buyers, sellers, packers, distributors, hauliers, transporters and shippers of all articles of commercial, manufacturing, personal and household use and consumption, all raw materials, manufactured goods, materials, provisions and general produce: to carry on all or any of the businesses as financiers and as consultants, principals, agents and brokers in all fields of commercial, industrial and personal finance; to undertake all business transactions and operations commonly undertaken or carried on by confirming houses, financiers, financial agents, hire purchase financiers and industrial bankers; to participate in, undertake, perform and carry on all kinds of commercial, industrial, trading and financial operations and enterprises; to create establish and maintain an organisation for the purchase, sale, vending, distribution, advertisement or introduction of products, merchandise, goods, wares and commodities of every description, proprietors and operators of showrooms for the sale and disposal of goods, wares and merchandise of all kinds; to carry on all or any of the businesses of general storekeepers and warehousemen, packing and removal proprietors, depository proprietors, discount and credit traders and mail order specialists; to manufacture, buy, sell and deal in all plant, machinery, articles, commodities, produce and things required for or capable of being used in connection with the above mentioned businesses or any of them or likely to be required by any of the customers of or persons having dealings with the Company.



M IOLAND
£250 + 10
10214 S.

- (B) To carry on any other business of any description which may be capable of being advantageously carried on in connection with or ancillary to the objects of the Company.
- (C) To purchase, sell, exchange, improve, mortgage, charge, rent, let on lease, hire, surrender, license, accept surrender of, and otherwise acquire and deal with any freehold, leasehold or other property, chattels and effects, erect, pull down, repair, alter, develop, or otherwise deal with any building or buildings and adapt the same for the purposes of the Company's business.
- (D) To purchase or otherwise acquire all or any part of the business or assets of any person, firm or company, carrying on or formed to carry on any business which this Company is authorised to carry on or possessed of property suitable to the purposes of this Company, and to pay cash or to issue any shares, stocks, debentures or debenture stock of this Company as the consideration for such purchase or acquisition and to undertake any liabilities or obligations relating to the business or property so purchased or acquired.
- (E) To apply for, purchase or otherwise acquire any patents, licences or concessions which may be capable of being dealt with by the Company, or be deemed to benefit the Company and to grant rights thereout.
- (F) To sell, let, license, develop or otherwise deal with the undertaking, or all or any part of the property or assets of the Company, upon such terms as the Company may approve, with power to accept shares, debentures or securities of, or interests in, any other company.
- (G) To invest and deal with the moneys of the Company not immediately required for the purposes of the Company in or upon such securities and subject to such conditions as may seem expedient.

- (H) To lend money to such persons, upon such terms and with or without security and subject to such conditions as may seem desirable.
- (I) To guarantee the payment of any debentures, debenture stock, bonds, mortgages, charges, obligations, interest, dividends, securities, moneys or shares or the performance of contracts or engagements of any other company or person and to give indemnities and guarantees of all kinds and to enter into partnership or any joint purse arrangement with any person, persons, firm or company, having for its objects similar objects to those of this Company or any of them.
- (J) To borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture stock, charged upon all or any of the Company's property, both present and future, including its uncalled capital, and to re-issue any debentures at any time paid off.
- (K) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, debentures, warrants and other negotiable documents.
- (L) To purchase, subscribe for, or otherwise acquire and hold shares, stocks or other interests in, or obligations of any other company or corporation.
- (M) To remunerate any person or company for services rendered or to be rendered in placing or assisting to place any of the shares in the Company's capital or any debentures, debenture stock or other securities of the Company or in or about the formation or promotion of the Company or the conduct of its business.
- (N) To pay out of the funds of the Company all costs and expenses of or incidental to the formation and registration of the Company and the issue of its capital and debentures including brokerage and commission.

- (O) To promote or aid in the promotion of any company or companies for the purpose of acquiring all or any of the property rights and liabilities of this Company or for any other purpose which may seem directly or indirectly calculated to advance the interests of this Company.
- (P) To establish and support and aid in the establishment and support of funds or trusts calculated to benefit employees or ex-employees of the Company (including any Director holding a salaried office or employment in the Company) or the dependants or connections of such persons and to grant pensions and allowances to any such persons.
- (Q) To remunerate the Directors of the Company in any manner the Company may think fit and to pay or provide pensions for or make payments to or for the benefit of Directors and ex-Directors of the Company or their dependants or connections.
- (R) To distribute any property of the Company in specie among the Members.
- (S) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.

It is declared that the foregoing sub-clauses shall be construed independently of each other and none of the objects therein mentioned shall be deemed to be merely subsidiary to the objects contained in any other sub-clause.

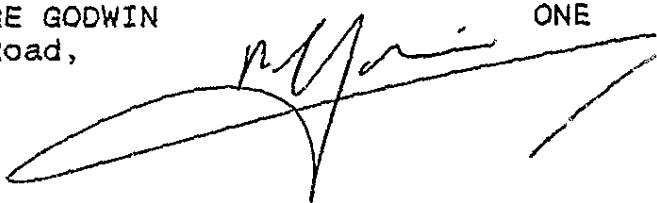
4. The liability of the Members is limited.

5. The Share Capital of the Company is £100 divided into 100 shares of £1 each with power to increase or to divide the shares in the capital for the time being, into different classes having such rights, privileges and advantages as to voting and otherwise as the Articles of Association may from time to time prescribe.

We, the several persons whose Names and Addresses are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of Shares in the Capital of the Company set opposite our respective names.

NAMES AND ADDRESSES OF SUBSCRIBERS	Number of Shares taken by each Subscriber
------------------------------------	---

MALCOLM GEORGE GODWIN
83/85, City Road,
Cardiff,
CF2 3BL.



ONE

AMANDA JAYNE HOPE
83/85, City Road,
Cardiff,
CF2 3BL.

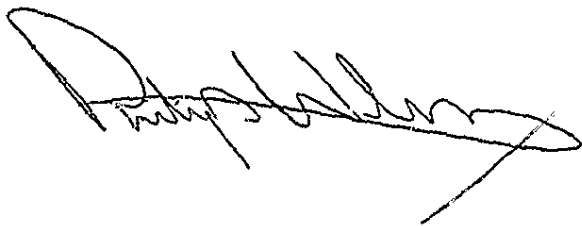


ONE

DATED the 21st day of February, 1989.

WITNESS to the above Signatures:-

PHILIP MARK WILSON
83/85, City Road,
Cardiff,
CF2 3BL.



THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

- OF -

SEVERNSIDE COMPANY SERVICES LIMITED

1(A) In These Articles "Table A" means Table A as prescribed by regulations made by the Secretary of State and "the Act" means the Companies Act 1985.

1(B) The regulations contained in Table A shall apply to the Company save insofar as they are excluded contradicted or modified hereby.

PRIVATE COMPANY

2. The Company is a private company and accordingly any invitation to the public to subscribe for any shares or debentures of the Company is prohibited.

SHARE CAPITAL

3. The Share Capital of the Company at the date of adoption of these Articles is £100 divided into 100 Ordinary Shares of £1 each and all such shares shall rank pari passu.

4. The Directors of the Company are authorised for the purposes of Section 80 the Act during the period of five years from the date of incorporation of the Company to allot, grant options over or otherwise deal with or dispose of the original shares in the capital of the Company to such persons at such times and on such conditions as they think fit, subject to the provisions of Article 5 hereof and provided that no shares shall be issued at a discount. In accordance with Section 91 of the Act Sections 89(1), 90(1) to 90(6) of the Act shall be excluded from applying to the Company.

5. The general authority conferred on the Directors by regulation 4 of these Articles shall extend to all relevant securities (as defined by Section 80 of the Act) of the Company from time to time unissued during the period of such authority. The said authority will expire on that date which is the fifth anniversary of the date upon which the Company was incorporated but the Directors may, after the authority has expired, allot any shares in pursuance of an offer or agreement so to do made by the Company before the authority expired. The authority may be renewed varied or revoked by the Company in General Meeting.

6. Regulation 3 in Table A shall not apply to the Company and the Company may:-

(a) with the sanction of an Ordinary Resolution issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or the shareholder;

(b) purchase its own shares (including any redeemable shares);

(c) make a payment in respect of the redemption or purchase, under Sections 159, 160 and 161 of the Act and the relevant power (a) or (b) above, of any of its own shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares to the extent permitted by Sections 170, 171 and 172 of the Act.

TRANSFER OF SHARES

7. A Member desiring to transfer shares otherwise than to a person who is already a Member of the Company shall give notice in writing of such intention to the Directors of the Company giving particulars of the shares in question. The Directors as agents for the Member giving such notice may dispose of such shares or any of them to Members of the Company at a price to be agreed between the transferor and the Directors, or failing agreement, at a price fixed by the Auditors of the Company as the fair value thereof. If within twenty-eight days from the date of the said notice the Directors are unable to find a Member or Members willing to purchase all such shares, the transferor may dispose of so many of such shares as shall remain undisposed of in any manner he may think fit within three months from the date of the said notice.

8. The instrument of transfer of any fully-paid share shall be executed by or on behalf of the transferor who shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.

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

GENERAL MEETINGS

10. Every notice convening a General Meeting shall comply with the provisions of Section 372 of the Act as to giving information to Members in regard to their right to appoint proxies; and notices of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Directors and to the Auditor for the time being of the Company.

11. Regulation 41 in Table A shall be read and construed as if the words, "and if at the adjourned Meeting a quorum is not present within half an hour from the time appointed for the Meeting, the Meeting shall be dissolved" were added at the end.

DIRECTORS

12. (a) The first Director or Directors of the Company shall be the person or persons named as the first Director or Directors of the Company in the statement delivered under Sections 10 and 13 of the Act.

(b) The number of the Directors shall be determined by Ordinary Resolution of the Company but unless and until so fixed there shall be no maximum number of Directors and the minimum number of Directors shall be one. In the event of the minimum number of Directors fixed by or pursuant to these Articles or Table A being one, a sole Director shall have the authority to exercise all the powers and discretions by Table A or these Articles expressed to be vested in the Directors generally.

(c) A Director shall not require any share qualification but shall nevertheless be entitled to attend and speak at any General Meeting of the Company or at any separate class meeting of the holders of any class of shares of the Company.

(d) A person may be appointed a Director notwithstanding that he shall have attained the age of 70 years and no Director shall be liable to vacate office by reason of his attaining that or any other age.

(e) Regulation 64 in Table A shall not apply to the Company.

ALTERNATE DIRECTORS

13. (a) Each Director shall have the power at any time to appoint as an alternate Director either another Director or any other person approved for that purpose by a resolution of the Directors, and, at any time, to terminate such appointment. Every appointment and removal of any alternate Director shall be in writing signed by the appointor and (subject to any approval required) shall (unless the Directors agree otherwise) only take effect upon receipt of such written appointment or removal at the registered office of the Company.

(b) An alternate Director so appointed shall not be entitled as such to receive any remuneration from the Company except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, but shall otherwise be subject to the provisions of these Articles with respect to Directors. An alternate Director shall during his appointment be an officer of the Company and shall not be deemed to be an agent of his appointor.

(c) An alternate Director shall (subject to his giving to the Company an address at which notices may be served upon him) be entitled to receive notices of all meetings of the Directors and of any committee of the Directors of which his appointor is a member and to attend and to vote as a Director at any such meeting at which his appointor is not personally present and generally in the absence of his appointor to perform and exercise all functions, rights, powers and duties as a Director of his appointor and to receive notice of all General Meetings.

(d) The appointment of an alternate Director shall automatically determine on the happening of any event which, if he were a Director, would cause him to vacate such office, or if his appointor shall cease for any reason to be a Director otherwise than by retiring and being re-appointed at the same meeting.

(e) A Director or any other person may act as alternate Director to represent more than one Director and an alternate Director shall be entitled at meetings of the Directors, or any committee of the Directors, to one vote for every Director whom he represents in addition to his own vote (if any) as a Director.

BORROWING POWERS

14. The Directors may exercise all the powers of the Company to borrow money without limit as to the amount and upon such terms and in such manner as they think fit, and to grant any mortgage, charge or standard security over its undertaking, property and uncalled capital, or any part thereof, and, subject (in the case of any security convertible into shares) to Sections 80 and 380 of the Act to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

POWERS AND DUTIES OF DIRECTORS

15. Subject to the provisions of Section 317 of the Act, Regulation 94 in Table A shall not apply to the Company and a Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum present at any meeting when any such contract or arrangement is under consideration.

16. It shall not be necessary for Directors to sign their names in any book which may be kept for the purpose of recording attendance at meeting.

17. A resolution in writing pursuant to Regulation 93 in Table A may consist of two or more documents in like form each signed by one or more of the Directors in such Regulation referred to and the said Regulation 93 shall be modified accordingly. The said Regulation 93, modified as aforesaid, shall also apply to any resolution of a committee of Directors.

DISQUALIFICATION OF DIRECTORS

18. Regulation 81 in Table A shall not apply to the Company. The office of a Director shall be vacated:-

(a) if he resigns his office by notice in writing to the Company;

(b) if he becomes bankrupt or enters into any arrangement with his creditors;

(c) if he is prohibited from being a Director by an order made under Sections 295 to 300 of the Act;

(d) if he becomes incapable by reason of mental disorder illness or injury of managing and administering his property and affairs;

(e) if he is removed from office by resolution duly passed under Sections 303 and 304 of the Act;

(f) if he has for more than six months been absent without permission of the Directors from meetings of the Directors held during that period;

ROTATION OF DIRECTORS

19. The Directors shall not be required to retire by rotation and Table A shall be modified accordingly.

SECRETARY

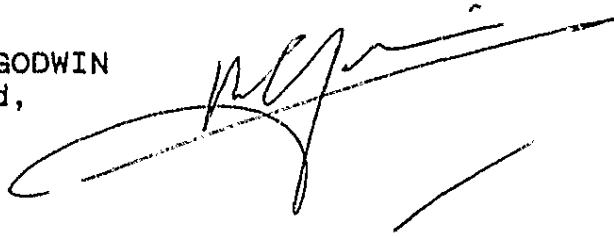
20. The first Secretary of the Company shall be the person named as the first Secretary of the Company in the statement delivered under Sections 10 and 13 of the Act.

INDEMNITY

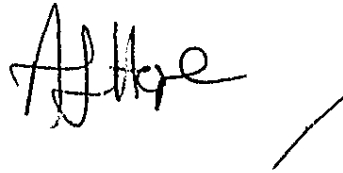
21. Regulation 118 in Table A shall not apply to the Company. Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution and discharge of the duties of his office or otherwise in relation thereto, including 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 727 of the Act in which relief is granted to him by the court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 310 of the Act.

NAMES AND ADDRESSES OF SUBSCRIBERS

MALCOLM GEORGE GODWIN
83/85, City Road,
Cardiff,
CF2 3BL.



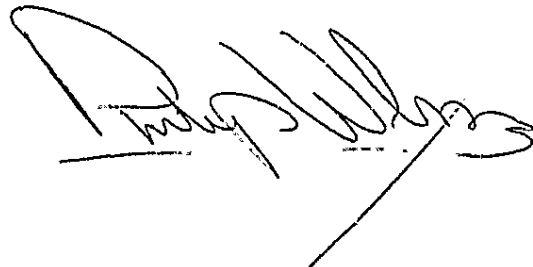
AMANDA JAYNE HOPE
83/85, City Road,
Cardiff,
CF2 3BL.



DATED the 21st day of February, 1989.

WITNESS to the above Signatures:-

PHILIP MARK WILSON
83/85, City Road,
Cardiff,
CF2 3BL.



FILE COPY



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

No. 2357470

I hereby certify that

SEVERNSIDE COMPANY SERVICES LIMITED

is this day incorporated under the Companies Act 1985 as
a private company and that the Company is limited.

Given under my hand at the Companies Registration Office,
Cardiff the 9 MARCH 1989

M. Rose
M. ROSE

an authorised officer

G

COMPANIES FORM No. 224

Notice of accounting reference date (to be delivered within 6 months of incorporation)

224

Please do not
write in
this margin

Pursuant to section 224 of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies
(Address overleaf)

For official use

Company number

□ □ □ □ □ □ □ □

2357470

Name of company

* SEVERNSIDE COMPANY SERVICES LIMITED

* Insert full name
of company

gives notice that the date on which the company's accounting reference period is to be treated as coming to an end in each successive year is as shown below:

Important
The accounting
reference date to
be entered along-
side should be
completed as in the
following examples:

Day Month
3 | 0 | 0 | 4

5 April
Day Month

0 | 5 | 0 | 4

30 June
Day Month

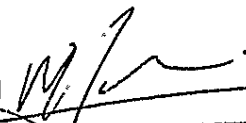
3 | 0 | 0 | 6

31 December
Day Month

3 | 1 | 1 | 2

‡ Insert
Director,
Secretary,
Administrator,
Administrative
Receiver or
Receiver
(Scotland) as
appropriate

Signed



Designation‡

Director

Date 10.3.1989

Presentor's name address and
reference (if any):

SEVERNSIDE COMPANY SERVICES
COMPANY LAW AGENTS
83/85 CITY ROAD,
CARDIFF CF2 3BL
TEL: (0222) 481201
FAX: (0222) 471275

For official Use
General Section

Post room

COMPANIES ACT 1985
10 MAR 1989
M 57

Company No. 2357470

THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

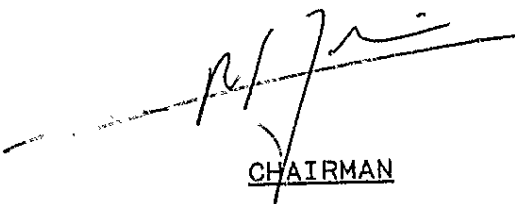
- OF -

SEVERNSIDE COMPANY SERVICES LIMITED

Passed on the 30th day of April, 1990

At a GENERAL MEETING of the above-named Company, duly convened, and held at the Registered Office of the Company on the above date the following SPECIAL RESOLUTION was duly passed :-

The company, having been dormant since its formation and no accounts having been laid before it in general meeting, resolves to make itself exempt from the provisions of PART VII of the Companies Act 1985 (as amended by S.14 of the Companies Act 1989) relating to the audit of accounts.


CHAIRMAN



Company No. 2357470

THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

- OF -

SEVERNSIDE COMPANY SERVICES LIMITED
(“the Company”)

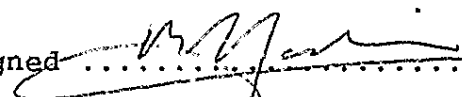
We, the undersigned, being all the Members of the Company who at the date of this Resolution are entitled to attend and vote at general meetings of the Company HEREBY AGREE pursuant to Section 381A of the Companies Act 1985 that the Elective Resolution set out below shall be valid and effective as an Elective Resolution of the Company, as if the Resolution had been duly passed as an Elective Resolution of the Company in general meeting:

ELECTIVE RESOLUTION

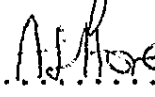
That:

(a) in accordance with the provisions of Section 366A of the Companies Act 1985 (“the Act”), the Company dispenses with the holding of annual general meetings; and

(b) in accordance with the provisions of Section 252 of the Act (as replaced by Section 16 of the Companies Act 1989) the Company dispenses with the laying of accounts and reports before the Company in general meeting.

Signed


Dated 14-2-1992

Signed


Dated 14-2-1992

COMPANIES HOUSE
15 APR 1992
M 55