

FMA (Comprehensive Company Report)

Company Name: **MAGDALENE LIMITED**, Company Number: **03198823**

Your Reference: **aaa-1-1**

Extract Date & Time: **17/12/2018 14:30**

Documents included:

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11/12/2018	AA	Full accounts made up to 31/03/2018
22/08/2018	RESOLUTIONS	RES13 Facilites agreement 06/08/2018
22/05/2018	CS01	Confirmation statement made on 08/05/2018 with no updates
29/01/2018	PSC05	Change of details for Magdalene Holdings Ltd as a person with significant control on 02/10/2017
13/11/2017	RESOLUTIONS	RES01 Resolution of adoption of Articles of Association, RES12 Resolution of varying share rights or name
16/10/2017	PSC05	Change of details for Magdalene Holdings Ltd as a person with significant control on 06/04/2016
16/10/2017	PSC04	Change of details for a person with significant control
16/10/2017	PSC04	Change of details for a person with significant control
16/10/2017	PSC04	Change of details for a person with significant control
16/10/2017	PSC04	Change of details for a person with significant control
09/10/2017	RP04AR01	Second filing of the annual return made up to 08/05/2016
06/10/2017	SH08	Change of share class name or designation
06/10/2017	SH10	Particulars of variation of rights attached to shares
03/10/2017	AUD	Auditor's resignation
19/05/2017	CS01	08/05/17 Statement of Capital gbp 22000
10/05/2016	AR01	Annual return made up to 08/05/2016 with full list of shareholders
08/05/2015	AR01	Annual return made up to 08/05/2015 with full list of shareholders
09/05/2014	AR01	Annual return made up to 08/05/2014 with full list of shareholders
06/05/2009	MEM/ARTS	Memorandum and Articles of Association
03/04/2006	CERTNM	Certificate of change of name
12/07/2005	RESOLUTIONS	RES07 Resolution of financial assistance for the acquisition of shares
09/06/2005	123	Nc inc already adjusted 27/05/05
09/06/2005	RESOLUTIONS	RES04 Resolution of increasing authorised share capital
01/03/2003	RESOLUTIONS	RES01 Resolution of Memorandum and/or Articles of Association
05/09/2002	123	Nc inc already adjusted 19/08/02
05/09/2002	RESOLUTIONS	RES04 Resolution of increasing authorised share capital
07/04/1999	CERTNM	Certificate of change of name
15/05/1996	NEWINC	Incorporation

General Information

Company Name: **MAGDALENE LIMITED**, Company Number: **03198823**

Company Type:	Private limited company
Company Status:	Active
Date of Incorporation:	15/05/1996
Registered Office Address:	Abel Smith House, Gunnels Wood Road, Stevenage, Hertfordshire, SG1 2ST
Nature of Business (SIC)	61100 - Wired telecommunications activities 61200 - Wireless telecommunications activities
Accounting Reference Date:	31/03
Last Accounts Made Up To:	31/03/2018
Next Accounts Due:	31/12/2019
Last Return Made: Up To:	
Next Return Due Date:	
Last Confirmation Statement Date:	08/05/2018
Next Confirmation Statement Date:	08/05/2019
Next Confirmation Statement Due Date:	22/05/2019
Mortgage: Number of Charges:	7 (1 Outstanding / 0 Part Satisfied / 6 Satisfied)
Last Member List:	08/05/2016

Previous Names in the Last 20 Years

Previous Name	Effective From	Date of Change
MAGDALENE TECHNOLOGY LIMITED	15/05/1996	08/04/1999
MAGDALENE TELECOM LIMITED	08/04/1999	03/04/2006

Company Officers

Company Name: **MAGDALENE LIMITED**, Company Number: **03198823**

17 Officers Registered

6 Current Officers, 11 Resigned Officers

Current Officers

Name: **CUSDEN, Ian Vincent**
Role: **Secretary**
Address: **Abel Smith House
Gunnels Wood Road
Stevenage
Hertfordshire
England
SG1 2ST**
Appointed: **29/09/2017**

Name: **ARNOLD, James Michael**
Role: **Director**
Address: **Abel Smith House
Gunnels Wood Road
Stevenage
Hertfordshire
England
SG1 2ST**
Appointed: **29/09/2017**
Occupation: **Director**
Nationality: **British**
Country of Residence: **United Kingdom**
D.O.B: **3/1965**

Name: **BESLEY, Martin Geoffrey**
Role: **Director**
Address: **Abel Smith House
Gunnels Wood Road
Stevenage
Hertfordshire
England
SG1 2ST**
Appointed: **29/09/2017**
Occupation: **Director**
Nationality: **British**
Country of Residence: **England**
D.O.B: **5/1966**

Name: **LOOSVELD, Alain Hubertus Philomena**
Role: **Director**
Address: **Abel Smith House
Gunnels Wood Road
Stevenage
Hertfordshire
England
SG1 2ST**



Appointed: 29/09/2017
Occupation: Director
Nationality: Dutch
Country of Residence: England
D.O.B: 6/1968

Name: TURNER, Mark Anthony
Role: Director
Address: Abel Smith House
Gunnels Wood Road
Stevenage
Hertfordshire
England
SG1 2ST

Appointed: 22/01/2003
Occupation: Director
Nationality: British
Country of Residence: United Kingdom
D.O.B: 8/1971

Name: WINNICOTT, James Robert
Role: Director
Address: Abel Smith House
Gunnels Wood Road
Stevenage
Hertfordshire
England
SG1 2ST

Appointed: 29/09/2017
Occupation: Director
Nationality: British
Country of Residence: United Kingdom
D.O.B: 10/1968

Resigned Officers

Name: **HOPKINS, David Louis**
 Role: **Secretary**
 Address: **Hall Farm Fitton Road
 Magdalen
 Kings Lynn
 Norfolk
 PE34 3AZ**
 Appointed: **15/05/1996**
 Resigned: **18/02/2002**

Name: **HOPKINS, Michael Christian**
 Role: **Secretary**
 Address: **Shamba 5 Back Lane
 Ickleton
 Saffron Walden
 Cambridgeshire
 CB10 1SJ**
 Appointed: **18/02/2002**
 Resigned: **24/03/2003**

Name: **LLUCH, Suzanne**
 Role: **Secretary**
 Address: **Magdalene House
 Compass Point Business Park
 Stocks Bridge Way St Ives
 Cambridgeshire
 PE27 5JL**
 Appointed: **19/11/2008**
 Resigned: **29/09/2017**
 Occupation: **Accountant**
 Nationality: **British**

Name: **MARCHENT, Anna Elzbieta**
 Role: **Secretary**
 Address: **9 Goldfinch Drive
 Cottenham
 Cambridge
 Cambridgeshire
 CB4 8XY**
 Appointed: **24/03/2003**
 Resigned: **18/11/2008**

Name: **JPCORS LIMITED**
 Role: **Nominee Secretary**
 Address: **Suite 17 City Business Centre
 Lower Road
 London
 SE16 2XB**
 Appointed: **15/05/1996**
 Resigned: **15/05/1996**

Name: **COOPER, Roy Erminio**
 Role: **Director**



Address: 26/9
Alva Street
Edinburgh
Scotland
EH2 4PS

Appointed: 28/03/2002
Resigned: 29/09/2017
Occupation: Director
Nationality: British
Country of Residence: Scotland
D.O.B: 10/1956

Name: CRANE, Anthony Peter
Role: Director
Address: Magdalene House
Compass Point Business Park
Stocks Bridge Way St Ives
Cambridgeshire
PE27 5JL

Appointed: 13/01/2005
Resigned: 29/09/2017
Occupation: Managing Director
Nationality: British
Country of Residence: England
D.O.B: 4/1960

Name: HOPKINS, David Louis
Role: Director
Address: Vaiseys Farm
Brent Eleigh
Sudbury
Suffolk
CO10 9PA

Appointed: 15/05/1996
Resigned: 29/09/2017
Occupation: Chairman
Nationality: British
Country of Residence: United Kingdom
D.O.B: 10/1938

Name: HOPKINS, Denise Margaret
Role: Director
Address: Vaiseys Farm
Brent Eleigh
Sudbury
Suffolk
CO10 9PA

Appointed: 15/05/1996
Resigned: 29/11/2004
Occupation: Consultant
Nationality: British
Country of Residence: United Kingdom
D.O.B: 10/1946

Name: HOPKINS, Michael Christian
Role: Director
Address:

**Shamba 5 Back Lane
Ickleton
Saffron Walden
Cambridgeshire
CB10 1SJ
18/02/2002
29/11/2004
Services Director
British
2/1968**

Appointed:
Resigned:
Occupation:
Nationality:
D.O.B:

**Name: JPCORD LIMITED
Role: Nominee Director
Address: Suite 17 City Business Centre
Lower Road
London
SE16 2XB
Appointed: 15/05/1996
Resigned: 15/05/1996**

Persons with Significant Control

Name	Magdalene Holdings Ltd
Correspondence Address	Abel Smith House Gunnels Wood Road, Stevenage, SG1 2ST, Hertfordshire, United Kingdom
Date became registrable	06/04/2016
Nature of Control	Ownership of shares – 75% or more Ownership of voting rights - 75% or more Right to appoint and remove directors
Country Registered	England
Legal Authority	Companies Act 2006
Legal Form	Limited Company
Place Registered	Companies House
Registration Number	5411521

Mortgage Register

Company Name: **MAGDALENE LIMITED**, Company Number: **03198823**

7 Charge(s) Registered

1 Outstanding, 6 Satisfied, 0 Part Satisfied

Charge Code: **031988230007**
 Description: **A registered charge**
 Charge status: **outstanding**
 Satisfied Date: **N/A**
 Person(s) entitled: **Societe Generale, London Branch as Security Agent (As Security Trustee for the Secured Parties).**
 Created: **31/08/2018**
 Delivered: **05/09/2018**
 Amount Secured:
 Details: **Contains Floating Charge
 Contains Fixed Charge
 Contains Negative Pledge
 Floating charge covers all the property or undertaking of the company.**

Transactions Filed Against this Charge: Type: **Registration of a charge (MR01)** - Delivered: **05/09/2018**

Charge Code: **031988230006**
 Description: **A registered charge**
 Charge status: **fully-satisfied**
 Satisfied Date: **07/09/2018**
 Person(s) entitled: **Hsbc Corporate Trustee Company (UK) Limited**
 Created: **28/11/2017**
 Delivered: **05/12/2017**
 Amount Secured:
 Brief description: **N/A.
 Contains Floating Charge
 Contains Fixed Charge
 Contains Negative Pledge
 Floating charge covers all the property or undertaking of the company.**

Transactions Filed Against this Charge: Type: **Registration of a charge (MR01)** - Delivered: **05/12/2017**
Type: **Satisfaction of a charge (MR04)** - Delivered: **07/09/2018**

Charge Code: **031988230005**
 Description: **A registered charge**
 Charge status: **fully-satisfied**
 Satisfied Date: **27/09/2017**
 Person(s) entitled: **Hsbc Bank PLC**
 Created: **18/08/2014**
 Delivered: **19/08/2014**
 Amount Secured:
 Brief description: **A legal mortgage over the freehold - units 1A & 1B venture court, edison road, st ives. Hm land registry title number(s) CB334428.
 Contains Negative Pledge**

Transactions Filed Against this Charge: Type: **Registration of a charge (MR01)** - Delivered: **19/08/2014**
Type: **Satisfaction of a charge (MR04)** - Delivered: **27/09/2017**



Description: **Debenture**
 Charge status: **fully-satisfied**
 Satisfied Date: **20/09/2017**
 Person(s) entitled: **David Hopkins and Michael Hopkins**
 Created: **22/06/2010**
 Delivered: **07/07/2010**
 Amount Secured: **All monies due or to become due from the company to the secured creditors on any account whatsoever**
 Short particulars: **Fixed and floating charge over all property and assets present and future, including goodwill, book debts, uncalled capital, plant & machinery see image for full details.**

Transactions Filed Against this Charge: Type: **Registration of a charge (MG01)** - Delivered: **07/07/2010**
 Type: **Satisfaction of a charge (MR04)** - Delivered: **20/09/2017**

Description: **Legal mortgage**
 Charge status: **fully-satisfied**
 Satisfied Date: **24/11/2017**
 Person(s) entitled: **Hsbc Bank PLC**
 Created: **16/12/2003**
 Delivered: **31/12/2003**
 Amount Secured: **All monies due or to become due from the company to the chargee on any account whatsoever**
 Short particulars: **The leasehold property being unit S8 compass point business park st ives cambridgeshire. With the benefit of all rights licences guarantees rent deposits contracts deeds undertakings and warranties relating. To the property any shares or membership rights in any management company for the property any goodwill of any business from time to time carried on at the property any rental and other money payable under any lease licence or other interest created in respect of the property and all other payments whatever in respect of the property.**

Transactions Filed Against this Charge: Type: **Registration of a charge (395)** - Delivered: **31/12/2003**
 Type: **Satisfaction of a charge (MR04)** - Delivered: **24/11/2017**

Description: **Legal mortgage**
 Charge status: **fully-satisfied**
 Satisfied Date: **24/11/2017**
 Person(s) entitled: **Hsbc Bank PLC**
 Created: **11/12/2002**
 Delivered: **18/12/2002**
 Amount Secured: **All monies due or to become due from the company to the chargee on any account whatsoever**
 Short particulars: **Unit S5 compass point st ives cambridgeshire. With the benefit of all rights licences guarantees rent deposits contracts deeds undertakings and warranties relating. To the property any shares or membership rights in any management company for the property any goodwill of any business from time to time carried on at the property any rental and other money payable under any lease licence or other interest created in respect of the property and all other payments whatever in respect of the property.**

Transactions Filed Against this Charge: Type: **Registration of a charge (395)** - Delivered: **18/12/2002**
 Type: **Satisfaction of a charge (MR04)** - Delivered: **24/11/2017**

Description: **Debenture**
 Charge status: **fully-satisfied**
 Satisfied Date: **24/11/2017**
 Person(s) entitled: **Midland Bank PLC**
 Created: **09/08/1999**
 Delivered: **12/08/1999**
 Amount Secured: **All monies due or to become due from the company to the chargee on any account whatsoever**
 Short particulars: **.. fixed and floating charges over the undertaking and all property and assets present and future including goodwill bookdebts uncalled capital buildings fixtures fixed plant and machinery. See the mortgage charge document for full details.**



Transactions Filed Against this Charge: Type: **Registration of a charge (395)** - Delivered: **12/08/1999**
Type: **Satisfaction of a charge (MR04)** - Delivered: **24/11/2017**

Company Filing History (Including any Potential Discrepancies Between CHS and CHD)

Company Name: **MAGDALENE LIMITED**, Company Number: **03198823**

Please note: Any filing history items marked in red below are items that are displayed on the CHD filing history, but not on the CHS filing history.

Type	Date	Description
PSC04	16/10/2017	CHANGE OF PARTICULARS FOR A PSC
AA	11/12/2018	Full accounts made up to 31/03/2018
MR04	07/09/2018	Satisfaction of charge 031988230006 in full
MR01	05/09/2018	Registration of charge 031988230007 created on 31/08/2018
RESOLUTIONS	22/08/2018	RES13 Facilites agreement 06/08/2018
CS01	22/05/2018	Confirmation statement made on 08/05/2018 with no updates
PSC05	29/01/2018	Change of details for Magdalene Holdings Ltd as a person with significant control on 02/10/2017
AA	18/12/2017	Full accounts made up to 31/03/2017
AR01	07/12/2017	Annual return made up to 08/05/2009 with full list of shareholders
MR01	05/12/2017	Registration of charge 031988230006 created on 28/11/2017
MR04	24/11/2017	Satisfaction of charge 1 in full
MR04	24/11/2017	Satisfaction of charge 2 in full
MR04	24/11/2017	Satisfaction of charge 3 in full
RESOLUTIONS	13/11/2017	RES01 Resolution of adoption of Articles of Association, RES12 Resolution of varying share rights or name
PSC05	16/10/2017	Change of details for Magdalene Holdings Ltd as a person with significant control on 06/04/2016
PSC04	16/10/2017	Change of details for a person with significant control
PSC04	16/10/2017	Change of details for a person with significant control
PSC04	16/10/2017	Change of details for a person with significant control
PSC04	16/10/2017	Change of details for a person with significant control
AR01	16/10/2017	Annual return made up to 08/05/2008 with full list of shareholders
AR01	16/10/2017	Annual return made up to 08/05/2007 with full list of shareholders
AR01	16/10/2017	Annual return made up to 08/05/2006 with full list of shareholders
RP04CS01	09/10/2017	Second filing of Confirmation Statement dated 08/05/2017
RP04AR01	09/10/2017	Second filing of the annual return made up to 08/05/2016
RP04AR01	09/10/2017	Second filing of the annual return made up to 08/05/2015
RP04AR01	09/10/2017	Second filing of the annual return made up to 08/05/2014
RP04AR01	09/10/2017	Second filing of the annual return made up to 08/05/2013
RP04AR01	09/10/2017	Second filing of the annual return made up to 08/05/2012
RP04AR01	09/10/2017	Second filing of the annual return made up to 08/05/2011
RP04AR01	09/10/2017	Second filing of the annual return made up to 08/05/2010
SH08	06/10/2017	Change of share class name or designation
SH10	06/10/2017	Particulars of variation of rights attached to shares
AUD	03/10/2017	Auditor's resignation
AD01	02/10/2017	Registered office address changed from , Magdalene House, Compass Point Business Park, Stocks Bridge Way St Ives, Cambridgeshire, PE27 5JL to Abel Smith House Gunnels Wood Road Stevenage Hertfordshire SG1 2st on 02/10/2017
TM01	02/10/2017	Termination of appointment of Anthony Peter Crane as a director on 29/09/2017
TM01	02/10/2017	Termination of appointment of Roy Erminio Cooper as a director on 29/09/2017
TM01	02/10/2017	Termination of appointment of David Louis Hopkins as a director on 29/09/2017
TM02	02/10/2017	Termination of appointment of Suzanne Lluch as a secretary on 29/09/2017
AP03	02/10/2017	Appointment of Mr Ian Vincent Cusden as a secretary on 29/09/2017
AP01	02/10/2017	Appointment of Mr Alain Hubertus Philomena Loosveld as a director on 29/09/2017
AP01	02/10/2017	Appointment of Mr Martin Geoffrey Beesley as a director on 29/09/2017
AP01	02/10/2017	Appointment of Mr James Michael Arnold as a director on 29/09/2017
AP01	02/10/2017	Appointment of Mr James Robert Winnicott as a director on 29/09/2017
MR04	27/09/2017	Satisfaction of charge 031988230005 in full
MR04	20/09/2017	Satisfaction of charge 4 in full
CH01	19/05/2017	Director's details changed for Mr Roy Erminio Cooper on 15/05/2017
CS01	19/05/2017	08/05/17 Statement of Capital gbp 22000
AA	22/12/2016	Full accounts made up to 31/03/2016

UK Company Information

Company Formations

Court Services

Conveyancing Searches

International Company Information

Search Software & Integration

AR01	10/05/2016	Annual return made up to 08/05/2016 with full list of shareholders SH01 - Statement of capital on 10/05/2016 GBP 22000
AA	18/06/2015	Full accounts made up to 31/03/2015
AR01	08/05/2015	Annual return made up to 08/05/2015 with full list of shareholders SH01 - Statement of capital on 08/05/2015 GBP 22000
AA	22/10/2014	Full accounts made up to 31/03/2014
MR01	19/08/2014	Registration of charge 031988230005 created on 18/08/2014
AR01	09/05/2014	Annual return made up to 08/05/2014 with full list of shareholders <ul style="list-style-type: none"> SH01 - Statement of capital on 09/05/2014 GBP 22000
AA	29/08/2013	Full accounts made up to 31/03/2013
AR01	09/05/2013	Annual return made up to 08/05/2013 with full list of shareholders
AA	27/06/2012	Full accounts made up to 31/03/2012
AR01	28/05/2012	Annual return made up to 08/05/2012 with full list of shareholders
AA	05/01/2012	Full accounts made up to 31/03/2011
AR01	17/05/2011	Annual return made up to 08/05/2011 with full list of shareholders
AA	06/01/2011	Full accounts made up to 31/03/2010
MG01	07/07/2010	Particulars of a mortgage or charge / charge no: 4
AR01	09/06/2010	Annual return made up to 08/05/2010 with full list of shareholders
CH01	09/06/2010	Director's details changed for Mr Mark Anthony Turner on 08/05/2010
CH01	09/06/2010	Director's details changed for Anthony Peter Crane on 08/05/2010
CH03	09/06/2010	Secretary's details changed for Mrs Suzanne Lluch on 08/05/2010
CH01	09/06/2010	Director's details changed for Roy Erminio Cooper on 08/05/2010
AA	27/10/2009	Full accounts made up to 31/03/2009
363a	29/05/2009	Return made up to 08/05/09; full list of members
288c	29/05/2009	Director's change of particulars / anthony crane / 01/04/2009
MEM/ARTS	06/05/2009	Memorandum and Articles of Association
AA	26/01/2009	Full accounts made up to 31/03/2008
288a	19/11/2008	Secretary appointed mrs suzanne lluch
288b	19/11/2008	Appointment terminated secretary anna marchent
363a	28/05/2008	Return made up to 08/05/08; full list of members
288c	27/05/2008	Director's change of particulars / mark turner / 23/11/2007
AA	26/06/2007	Full accounts made up to 31/03/2007
363a	05/06/2007	Return made up to 08/05/07; full list of members
288c	05/06/2007	Director's particulars changed
288c	05/06/2007	Director's particulars changed
288c	05/06/2007	Secretary's particulars changed
288c	05/06/2007	Director's particulars changed
AA	02/01/2007	Full accounts made up to 31/03/2006
288c	09/08/2006	Director's particulars changed
363a	26/06/2006	Return made up to 08/05/06; full list of members
CERTNM	03/04/2006	Certificate of change of name
RESOLUTIONS	12/07/2005	RES07 Resolution of financial assistance for the acquisition of shares
155(6)a	12/07/2005	Declaration of assistance for shares acquisition
AUD	10/07/2005	Auditor's resignation
AA	02/07/2005	Full accounts made up to 31/03/2005
88(2)R	09/06/2005	Ad 27/05/05 -----£ si 2000@1=2000 £ ic 20000/22000
123	09/06/2005	Nc inc already adjusted 27/05/05
RESOLUTIONS	09/06/2005	RES11 Resolution of removal of pre-emption rights
RESOLUTIONS	09/06/2005	RES10 Resolution of allotment of securities
RESOLUTIONS	09/06/2005	RES04 Resolution of increasing authorised share capital
363s	08/06/2005	Return made up to 08/05/05; full list of members
288a	19/01/2005	New director appointed
288c	14/12/2004	Director's particulars changed
288b	14/12/2004	Director resigned
288b	14/12/2004	Director resigned
AA	25/11/2004	Group of companies' accounts made up to 31/03/2004

287	18/10/2004	Registered office changed on 18/10/04 from: 23 london road downham market norfolk PE38 9BJ
287	18/10/2004	Registered office changed on 18/10/04 from: 23 london road, downham market, norfolk, PE38 9BJ
363s	08/07/2004	Return made up to 08/05/04; full list of members
		<ul style="list-style-type: none"> 363(288) - Director's particulars changed
395	31/12/2003	Particulars of mortgage/charge
AA	31/10/2003	Accounts for a medium company made up to 31/03/2003
288c	21/05/2003	Secretary's particulars changed
363s	20/05/2003	Return made up to 08/05/03; full list of members
		<ul style="list-style-type: none"> 363(288) - Secretary's particulars changed;director's particulars changed
288b	04/04/2003	Secretary resigned
288a	04/04/2003	New secretary appointed
88(2)R	07/03/2003	Ad 11/02/03 -----£ si 6850@1=6850 £ ic 13150/20000
88(2)R	01/03/2003	Ad 07/02/03 -----£ si 4150@1=4150 £ ic 9000/13150
RESOLUTIONS	01/03/2003	RES13 Emi scheme 07/02/03
RESOLUTIONS	01/03/2003	RES12 Resolution of varying share rights or name
RESOLUTIONS	01/03/2003	RES11 Resolution of removal of pre-emption rights
RESOLUTIONS	01/03/2003	RES10 Resolution of allotment of securities
RESOLUTIONS	01/03/2003	RES01 Resolution of Memorandum and/or Articles of Association
288a	04/02/2003	New director appointed
395	18/12/2002	Particulars of mortgage/charge
AA	19/11/2002	Accounts for a medium company made up to 31/03/2002
123	05/09/2002	Nc inc already adjusted 19/08/02
RESOLUTIONS	05/09/2002	RES04 Resolution of increasing authorised share capital
363s	16/05/2002	Return made up to 08/05/02; full list of members
288a	18/04/2002	New director appointed
288b	07/03/2002	Secretary resigned
288a	07/03/2002	New secretary appointed;new director appointed
AA	17/09/2001	Full accounts made up to 31/03/2001
363s	12/06/2001	Return made up to 15/05/01; full list of members
88(2)R	10/04/2001	Ad 28/03/01 -----£ si 1000@1=1000 £ ic 8000/9000
AA	14/11/2000	Accounts for a small company made up to 31/03/2000
363s	25/05/2000	Return made up to 15/05/00; full list of members
88(2)R	20/09/1999	Ad 12/08/99 -----£ si 7000@1=7000 £ ic 1000/8000
AA	26/08/1999	Accounts for a small company made up to 31/03/1999
395	12/08/1999	Particulars of mortgage/charge
363s	27/05/1999	Return made up to 15/05/99; no change of members
CERTNM	07/04/1999	Certificate of change of name
AA	21/01/1999	Accounts for a small company made up to 31/03/1998
363s	26/05/1998	Return made up to 15/05/98; no change of members
AA	05/09/1997	Accounts for a small company made up to 31/03/1997
363s	21/05/1997	Return made up to 15/05/97; full list of members
225(1)	04/09/1996	Accounting reference date shortened from 31/05 to 31/03
88(2)R	18/06/1996	Ad 15/05/96 -----£ si 999@1=999 £ ic 1/1000
288	18/06/1996	New director appointed
288	18/06/1996	New secretary appointed;new director appointed
287	23/05/1996	Registered office changed on 23/05/96 from: 17 city business centre lower road london SE16 1AA
287	23/05/1996	Registered office changed on 23/05/96 from: 17 city business centre, lower road, london, SE16 1AA
288	23/05/1996	Secretary resigned
288	23/05/1996	Director resigned
NEWINC	15/05/1996	Incorporation



UK Company Information



Company Formations



Court Services



Conveyancing Searches



International Company Information



Search Software & Integration

Insolvency/Striking Off Information

Company Name: **MAGDALENE LIMITED**, Company Number: **3198823**

Type	Date	Description
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There are currently no insolvency documents located within the CHD filing history

No insolvency information found within CHS associated with this company at the time of searching

-  UK Company Information
-  Company Formations
-  Court Services
-  Conveyancing Searches
-  International Company Information
-  Search Software & Integration

Gazette Check

Company Name: **MAGDALENE LIMITED**, Company Number: **3198823**

No Gazette results could be found using the company name / number provided.

Magdalene Limited

Annual report and financial statements

for the year ended 31 March 2018

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Magdalene Limited

Annual report and financial statements for the year ended 31 March 2018

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Magdalene Limited

Company information

Directors	M A Turner J M Arnold M G Beesley A H P Loosveld J R Winnicott
Company secretary	I V Cusden
Registered office	Abel Smith House Gunnels Wood Road Stevenage Hertfordshire SG1 2ST
Registered number	03198823
Independent auditors	PricewaterhouseCoopers LLP Chartered Accountants and Statutory Auditors 10 Bricket Road St Albans Hertfordshire AL1 3JX

Magdalene Limited

Strategic report for the year ended 31 March 2018

The directors present their strategic report together with the audited financial statements for the year ended 31 March 2018.

Principal activities

The principal activity of the company during the year was that of telecommunications services and consultancy.

Review of the business

This reporting period has been a time of refocus for Magdalene after the successful completion last year of its strategic decision to exit several projects and concentrate on its long-term managed services customers. The financial results show revenues of £20.4 million (2017: £22.3 million), with much of this decrease attributed to the closing of those projects which had not been performing well. However, EBITDA has increased by 135% to £2.7 million (2017: £1.1 million) and operating profit has increased by 154% to £2.5 million (2017: £0.98 million), confirming the strength of Magdalene's core business.

During the year, Magdalene Limited's parent company, Magdalene Holdings Limited, was acquired by M Group Services Limited, a leading services group of companies which provides repair and maintenance, refurbishment, upgrade and data management services to owners and users of essential infrastructure in the UK. M Group Services Limited is owned by PAI Partners, a leading global private equity investment firm and its management team.

The appetite for data continues to drive growth in demand for telecommunication services across all segments of the industry, which requires operators to compete in terms of capacity and coverage resulting in massive long-term investment programmes. This is compounded by the consolidation of network operators and technology evolution which drive re-investment capital programmes by the operators. Both public and private network operators are also increasingly keen to access certain services from the prime service provider, a development which dramatically increases Magdalene's addressable market, especially for managed services. These market trends all play an important role in Magdalene's long-term growth strategy.

Principal risks and uncertainties

The company's exposure to the market risk for changes in interest rates related only to the company's bank loan held in the prior year. During the year, Magdalene has repaid all of the outstanding loans.

Most of Magdalene's customers are blue chip companies with strong credit ratings and the directors consider that credit risk is minimal. The company does carry out credit reviews for new customers and sets credit terms to ensure the credit risk for each new customer is appropriately managed.

Magdalene is continually assessing the most cost-effective methods of delivering services in order to counter any potential price pressure in the industry. In addition, the company continues to diversify its business both in terms of its customer base and the mix of revenues across all business segments.

The company continues to manage market risk by structuring its business across both the shorter term network deployment business and the longer term maintenance activities. Key customers are entering into longer-term and more diverse contracts with Magdalene, which reflects the strategic nature of these relationships. The Board invests significant levels of time in maintaining and building these relationships. Regular discussion is held at senior management and Board level about the risks that may be present in each of these relationships.

Development and performance

Magdalene is embarking on a refocused growth strategy, building on existing relationships with large operators, Original Equipment Manufacturers and private networks supporting critical national infrastructure.

The company is expecting to see significant growth due to new and larger scale opportunities achievable through M Group Services Limited relationships and combined service offerings.

Magdalene Limited

Strategic report for the year ended 31 March 2018 (continued)

Key performance indicators

The Board monitors progress on the overall strategy and trading performance by reference to KPIs, the principle measures being turnover, EBITDA, operating profit, order book, cash flow and accident frequency rate.

By order of the board,



I V Cusden
Company Secretary
22 November 2018

Registered Number: 03198823

Abel Smith House
Gunnels Wood Road,
Stevenage,
Hertfordshire
SG1 2ST

Magdalene Limited

Directors' report for the year ended 31 March 2018

The directors present their annual report together with the audited financial statements, for the year ended 31 March 2018.

Future developments

The principal activity of the company and review of the business are disclosed within the strategic report.

Financial risk

Financial risk faced by the company includes interest rate and contractual risk. The company reviews these risks on an ongoing basis.

Dividends

No dividends were paid in the year (2017: £1,219,000). The directors do not recommend the payment of a dividend (2017: £nil).

Political donations

The company made no donations to a registered political party during the year (2017: £nil).

Directors

The directors who served during the year and up to the date of signing were as follows:

R E Cooper	(resigned on 29 September 2017)
A P Crane	(resigned on 29 September 2017)
D L Hopkins	(resigned on 29 September 2017)
M A Turner	
J M Arnold	(appointed on 29 September 2017)
M G Beesley	(appointed on 29 September 2017)
A H P Loosveld	(appointed on 29 September 2017)
J R Winnicott	(appointed on 29 September 2017)

Third party indemnity

The Company maintains qualifying third party indemnity insurance for all directors as required by section 234 of the Companies Act 2006. These insurances were in force throughout the year to 31 March 2018 and continue to the date of approval of the financial statements.

Employees

Our people are kept informed on matters affecting them and made aware of the general financial and economic factors influencing the company. The company operates a systematic approach to communication through regular briefings, presentations, electronic mailings and the wide circulation of magazines, to achieve a common awareness of all employees in relation to the financial and economic factors that affect the performance of the company. Bonus schemes are in place to encourage participation in the company's performance.

The company is an equal opportunities employer and applications from disabled persons are fully and fairly considered, having regard to the aptitudes and abilities of the applicant. In the event of disability, every effort is made to ensure that employment continues and appropriate training is given. Career development and promotion of disabled people is, as far as possible, identical to that of other employees.

Post balance sheet events

On 30th July 2018, 100% of the share capital of the Company's ultimate parent undertaking Thor Topco Limited and all its subsidiaries was acquired by PAI Partners, a major private equity investor in businesses across Europe.

Magdalene Limited

Directors' report for the year ended 31 March 2018 (continued)

Statement of directors' responsibilities

The directors are responsible for preparing the Annual Report and the financial statements in accordance with applicable law and regulation.

Company law requires the directors to prepare financial statements for each financial year. Under that law the directors have prepared the financial statements in accordance with United Kingdom Generally Accepted Accounting Practice (United Kingdom Accounting Standards, comprising FRS 102 "The Financial Reporting Standard applicable in the UK and Republic of Ireland", and applicable law). Under company law the directors must not approve the financial statements unless they are satisfied that they give a true and fair view of the state of affairs of the company and of the profit or loss of the company for that period. In preparing the financial statements, the directors are required to:

- select suitable accounting policies and then apply them consistently;
- state whether applicable United Kingdom Accounting Standards, comprising FRS 102, have been followed, subject to any material departures disclosed and explained in the financial statements;
- make judgements and accounting estimates that are reasonable and prudent; and
- prepare the financial statements on the going concern basis unless it is inappropriate to presume that the company will continue in business.

The directors are also responsible for safeguarding the assets of the company and hence for taking reasonable steps for the prevention and detection of fraud and other irregularities.

The directors are responsible for keeping adequate accounting records that are sufficient to show and explain the company's transactions and disclose with reasonable accuracy at any time the financial position of the company and enable them to ensure that the financial statements comply with the Companies Act 2006.

Statement of disclosure of information to auditors

In the case of each director in office at the date the Directors' Report is approved:

- so far as the director is aware, there is no relevant audit information of which the company's auditors are unaware; and
- they have taken all the steps that they ought to have taken as a director in order to make themselves aware of any relevant audit information and to establish that the company's auditors are aware of that information.

By order of the board,



I V Cusden
Company Secretary
22 November 2018

Registered Number: 03198823

Abel Smith House
Gunnels Wood Road,
Stevenage,
Hertfordshire
SG1 2ST

Magdalene Limited

Independent auditors' report to the members of Magdalene Limited

Report on the audit of the financial statements

Opinion

In our opinion, Magdalene Limited's financial statements:

- give a true and fair view of the state of the company's affairs as at 31 March 2018 and of its profit for the year then ended;
- have been properly prepared in accordance with United Kingdom Generally Accepted Accounting Practice (United Kingdom Accounting Standards, comprising FRS 102 "The Financial Reporting Standard applicable in the UK and Republic of Ireland", and applicable law); and
- have been prepared in accordance with the requirements of the Companies Act 2006.

We have audited the financial statements, included within the Annual report and financial statements (the "Annual Report"), which comprise: the balance sheet as at 31 March 2018; the profit and loss account, the statement of changes in equity for the year then ended; and the notes to the financial statements, which include a description of the significant accounting policies.

Basis for opinion

We conducted our audit in accordance with International Standards on Auditing (UK) ("ISAs (UK)") and applicable law. Our responsibilities under ISAs (UK) are further described in the Auditors' responsibilities for the audit of the financial statements section of our report. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Independence

We remained independent of the company in accordance with the ethical requirements that are relevant to our audit of the financial statements in the UK, which includes the FRC's Ethical Standard, and we have fulfilled our other ethical responsibilities in accordance with these requirements.

Conclusions relating to going concern

We have nothing to report in respect of the following matters in relation to which ISAs (UK) require us to report to you when:

- the directors' use of the going concern basis of accounting in the preparation of the financial statements is not appropriate; or
- the directors have not disclosed in the financial statements any identified material uncertainties that may cast significant doubt about the company's ability to continue to adopt the going concern basis of accounting for a period of at least twelve months from the date when the financial statements are authorised for issue.

However, because not all future events or conditions can be predicted, this statement is not a guarantee as to the company's ability to continue as a going concern.

Reporting on other information

The other information comprises all of the information in the Annual Report other than the financial statements and our auditors' report thereon. The directors are responsible for the other information. Our opinion on the financial statements does not cover the other information and, accordingly, we do not express an audit opinion on, except to the extent otherwise explicitly stated in this report, any form of assurance thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the financial statements or our knowledge obtained in the audit, or otherwise appears to be materially misstated. If we identify an apparent material inconsistency or material misstatement, we are required to perform procedures to conclude whether there is a material misstatement of the financial statements or a material misstatement of the other information. If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report based on these responsibilities.

With respect to the Strategic Report and Directors' Report, we also considered whether the disclosures required by the UK Companies Act 2006 have been included.

Magdalene Limited

Independent auditors' report to the members of Magdalene Limited

Reporting on other information (continued)

Based on the responsibilities described above and our work undertaken in the course of the audit, ISAs (UK) require us also to report certain opinions and matters as described below.

Strategic Report and Directors' Report

In our opinion, based on the work undertaken in the course of the audit, the information given in the Strategic Report and Directors' Report for the year ended 31 March 2018 is consistent with the financial statements and has been prepared in accordance with applicable legal requirements.

In light of the knowledge and understanding of the company and its environment obtained in the course of the audit, we did not identify any material misstatements in the Strategic Report and Directors' Report.

Responsibilities for the financial statements and the audit

Responsibilities of the directors for the financial statements

As explained more fully in the Statement of directors' responsibilities in respect of the financial statements set out on page 5, the directors are responsible for the preparation of the financial statements in accordance with the applicable framework and for being satisfied that they give a true and fair view. The directors are also responsible for such internal control as they determine is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, the directors are responsible for assessing the company's ability to continue as a going concern, disclosing as applicable, matters related to going concern and using the going concern basis of accounting unless the directors either intend to liquidate the company or to cease operations, or have no realistic alternative but to do so.

Auditors' responsibilities for the audit of the financial statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with ISAs (UK) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

A further description of our responsibilities for the audit of the financial statements is located on the FRC's website at: www.frc.org.uk/auditorsresponsibilities. This description forms part of our auditors' report.

Use of this report

This report, including the opinions, has been prepared for and only for the company's members as a body in accordance with Chapter 3 of Part 16 of the Companies Act 2006 and for no other purpose. We do not, in giving these opinions, accept or assume responsibility for any other purpose or to any other person to whom this report is shown or into whose hands it may come save where expressly agreed by our prior consent in writing.

Magdalene Limited

Independent auditors' report to the members of Magdalene Limited

Other required reporting

Companies Act 2006 exception reporting

Under the Companies Act 2006 we are required to report to you if, in our opinion:

- we have not received all the information and explanations we require for our audit; or
- adequate accounting records have not been kept by the company, or returns adequate for our audit have not been received from branches not visited by us; or
- certain disclosures of directors' remuneration specified by law are not made; or
- the financial statements are not in agreement with the accounting records and returns.

We have no exceptions to report arising from this responsibility.



Matthew Mullins (Senior Statutory Auditor)
for and on behalf of PricewaterhouseCoopers LLP
Chartered Accountants and Statutory Auditors
St Albans

27 November 2018

Magdalene Limited

Profit and loss account for the year ended 31 March 2018

		2018	2017
	Note	£'000	£'000
Turnover	5	20,423	22,309
Cost of sales		(15,730)	(18,860)
Gross profit		4,693	3,449
Administrative expenses		(2,201)	(2,466)
EBITDA (excluding exceptional items)		2,652	1,129
Amortisation		(8)	-
Depreciation		(152)	(146)
Operating profit	6	2,492	983
Net interest payable and similar expenses	8	(14)	(63)
Profit before taxation		2,478	920
Tax on profit	9	(443)	(140)
Profit for the financial year		2,035	780

The accompanying notes on pages 12 to 31 form part of these financial statements.

The above results relate to continuing operations for both financial years.

The Company has no other comprehensive income / expense other than those included in the results above, and therefore no separate statement of comprehensive income has been presented.

Magdalene Limited

Balance sheet as at 31 March 2018

	Note	2018 £'000	2017 £'000
Fixed assets			
Intangible assets	11	294	275
Tangible assets	12	1,638	1,703
		1,932	1,978
Current assets			
Inventories	13	329	309
Debtors	14	5,850	6,647
Cash at bank and in hand		2,373	286
		8,552	7,242
Creditors: amounts falling due within one year	15	(4,837)	(5,647)
Net current assets		3,715	1,595
Total assets less current liabilities		5,647	3,573
Creditors: amounts falling due after more than one year	16	(826)	(778)
Provisions for liabilities	18	(29)	(38)
Net assets		4,792	2,757
Capital and reserves			
Called up share capital	20	22	22
Retained earnings		4,770	2,735
Total equity		4,792	2,757

The notes on pages 12 to 31 are an integral part of these financial statements.

The financial statements on pages 9 to 31 were authorised for issue by the board of directors on 22nd November 2018 and were signed on its behalf.



M A Turner
Director



A H P Loosveld
Director

Registered Number: 03198823

Magdalene Limited

Statement of changes in equity for the year ended 31 March 2018

	Called up share capital	Retained earnings	Total equity
	£'000	£'000	£'000
Balance as at 1 April 2016	22	3,174	3,196
Profit for the financial year	-	780	780
Dividends paid (note 10)	-	(1,219)	(1,219)
Total comprehensive expense for the year	-	(439)	(439)
Balance as at 31 March 2017/ 1 April 2017	22	2,735	2,757
Profit for the financial year	-	2,035	2,035
Other comprehensive expense for the year	-	-	-
Total comprehensive income for the year	-	2,035	2,035
Balance as at 31 March 2018	22	4,770	4,792

Magdalene Limited

Notes to the financial statements for the year ended 31 March 2018

1 General Information

Magdalene Limited is a private company limited by shares incorporated in England in the United Kingdom.

The company is incorporated and domiciled in the UK. The address of its registered office is Abel Smith House, Gunnels Wood Road, Stevenage, Hertfordshire, SG1 2ST.

2 Statement of compliance

The individual financial statements of Magdalene Limited have been prepared in compliance with United Kingdom Accounting Standards, including Financial Reporting Standard 102, "The Financial Reporting Standard applicable in the United Kingdom and the Republic of Ireland" ("FRS 102") and the Companies Act 2006, under the provision of the Large and Medium-sized Companies and Groups (Accounts and Reports) Regulations 2008 (SI 2008/410).

3 Summary of significant accounting policies

The principal accounting policies applied in the preparation of these financial statements are set out below. These policies have been consistently applied to all the years presented, unless otherwise stated. The company has adopted FRS 102 in these financial statements.

Basis of preparation

The financial statements are prepared on a going concern basis under the historical cost convention with consistently applied accounting standards applicable in the United Kingdom and in accordance with the Companies Act 2006.

The preparation of financial statements in conformity with FRS 102 requires the use of certain critical accounting estimates. It also requires management to exercise its judgement in the process of applying the company's accounting policies. The areas involving a higher degree of judgement or complexity, or areas where assumptions and estimates are significant to the financial statements are disclosed in note 4.

Going concern

After making appropriate enquiries and assessing the Company's financial position, the Directors have a reasonable expectation that the Company will continue in business for the foreseeable future and therefore have adopted the going concern basis of accounting in these financial statements.

Magdalene Limited is party to a group banking facility and cross guarantee arrangements. The group's forecasts show that it is expected to be in compliance with all covenants for the next 18 months.

Exemptions for qualifying entities under FRS 102

FRS 102 allows a qualifying entity certain disclosure exemptions, subject to certain conditions, which have been complied with, including notification of and no objection to, the use of exemptions by the Company's shareholders.

The company has taken advantage of the exemption, under FRS 102.12B, from preparing a statement of cash flows, on the basis that it is a qualifying entity and its ultimate parent company, at 31 March 2018 Thor Topco Limited, includes the company's cash flows in its consolidated financial statements.

The company has taken advantage of the exemption under FRS 102.33.1A, and has not disclosed transactions with entities that are part of the Thor Topco Limited group.

Magdalene Limited

Notes to the financial statements for the year ended 31 March 2018 (continued)

3 Summary of significant accounting policies (continued)

Exemptions for qualifying entities under FRS 102 (continued)

The company has taken advantage of the exemption under FRS 102.1.12C and has not disclosed a table of financial instruments as they appear in the Thor Topco Limited consolidated financial statements.

Consolidated financial statements

In accordance with Section 400 of the Companies Act 2006, the company has not prepared group financial statements. The results of the company and its subsidiaries are consolidated in the financial statements of M Group Services Limited, a company registered in England. A copy of which can be obtained from the Company Secretary, Abel Smith House, Gunnels Wood Road, Stevenage, Hertfordshire, SG1 2ST.

Foreign currencies

Monetary assets and liabilities denoted in foreign currencies are translated into sterling at the rates of exchange ruling at the balance sheet date. Transactions denominated in foreign currencies during the year are translated into local currency at the rate of exchange ruling on the dates on which the transactions occurred. All differences are taken to the profit and loss account.

The company's functional and presentation currency is the pound sterling.

Revenue recognition

Revenue is recognised to the extent that it is probable that the economic benefits will flow to the company and that these benefits can be measured reliably.

Revenue is measured at the fair value of the consideration received or receivable for goods and services provided and net of discounts and value added taxes.

Contract income

The activities of the Company are largely undertaken through long-term framework contracts. Under these contracts revenue is recognised in line with each separate supply of goods and services completed. Where losses are foreseeable in respect of future supplies committed under these framework contracts, appropriate provisions are made. In addition, an accrual is maintained for future remedial works that may be required in respect of supplies already made.

For long term project contracts where the outcome of the contract can be measured reliably, revenue is recognised by reference to the stage of completion of the contract activity at the balance sheet date. Where it is probable that total contract costs will exceed total contract revenue, the expected loss is recognised as an expense immediately in the profit and loss account.

Where the outcome of a contract cannot be measured reliably, contract revenue is recognised to the extent of contract costs incurred where it is probable that these costs will be recovered.

Where contracts exhibit characteristics of both framework and long term project contracts, the company applies the appropriate recognition criteria to the separate components of the contract.

Amounts recoverable on contracts are stated at cost plus attributable profits less provision for losses and payments on account. Payments on account in excess of amounts recoverable on contracts are included in creditors.

Magdalene Limited

Notes to the financial statements for the year ended 31 March 2018 (continued)

3 Summary of significant accounting policies (continued)

Employee Benefits

Short term benefits

Short term benefits, including holiday pay and other similar non-monetary benefits, are recognised as an expense in the period in which the service is received.

Defined contribution pension plans

The company operates a defined contribution plan for its employees. A defined contribution plan is a pension plan under which the company pays fixed contributions into a separate entity. Once the contributions have been paid the company has no further payment obligations. The contributions are recognised as an expense when they are due. Amounts not paid are shown in accruals in the balance sheet. The assets of the plan are held separately from the company in independently administered funds.

Taxation

Taxation expense for the period comprises current and deferred tax recognised in the reporting period. Tax is recognised in the profit and loss account, except to the extent that it relates to items recognised in other comprehensive income or directly in equity. In this case tax is also recognised in other comprehensive or directly in equity respectively.

Current or deferred taxation assets and liabilities are not discounted.

Current tax

Current tax is the amount of income tax payable in respect of the taxable profit for the year or prior years. Tax is calculated on the basis of tax rates and laws that have been enacted or substantively enacted by the period end.

Management periodically evaluates positions taken in tax returns with respect to situations in which applicable tax regulation is subject to interpretation. It establishes provisions where appropriate on the basis of amounts expected to be paid to the tax authorities.

Deferred tax

Deferred tax arises from timing differences that are differences between taxable profits and total comprehensive income as stated in the financial statements. These timing differences arise from the inclusion of income and expenses in tax assessments in periods different from those in which they are recognised in financial statements.

Deferred tax is recognised on all timing differences at the reporting date except for certain exceptions.

Unrelieved tax losses and other deferred tax assets are only recognised when it is probable that they will be recovered against the reversal of deferred tax liabilities or other future taxable profits.

Deferred tax is measured using tax rates and laws that have been enacted or substantively enacted by the period end and that are expected to apply to the reversal of the timing difference.

Magdalene Limited

Notes to the financial statements for the year ended 31 March 2018 (continued)

3 Summary of significant accounting policies (continued)

Leased assets

At inception the company assesses agreements that transfer the right to use assets to the company. The assessment considers whether the arrangement is, or contains, a lease based on the substance of the arrangement.

Operating leased assets

Leases that do not transfer all the risks and rewards of ownership are classified as operating leases. Payments under operating leases are charged to the profit and loss account on a straight-line basis over the period of the lease.

Lease incentives

Incentives received to enter into an operating lease are credited to the profit and loss account, to reduce the lease expense, on a straight line basis over the period of the lease.

Cash and cash equivalents

Cash and cash equivalents includes cash in hand, deposits held at call with banks, other short term highly liquid investments with original maturities of three months or less and bank overdrafts. Bank overdrafts are shown within borrowings in current liabilities.

Provisions and contingencies

Provisions

A provision is recognised when the Company has a present legal or constructive obligation as a result of a past event for which it is probable that an outflow of resources will be required to settle the obligation and the amount can be reliably estimated. If the effect is material, provisions are determined by discounting the expected future cash flows at a pre-tax rate that reflects current market assessments of the time value of money and, where appropriate, the risks specific to the liability. The increase in the provision due to passage of time is recognised as a finance cost.

Contingencies

Contingent liabilities arising as a result of past events are not recognised when (i) it is not probable that there will be an outflow of resources or that the amount cannot be reliably measured at the reporting date or (ii) the existence will be confirmed by the occurrence or non-occurrence of uncertain future events not wholly within the company's control. Contingent liabilities are disclosed in the financial statements unless the probability of an outflow of resources is remote.

Contingent assets are not recognised. Contingent assets are disclosed in the financial statements when an inflow of economic benefits is probable.

Financial instruments

The company has chosen to adopt Sections 11 and 12 of FRS 102 in respect of financial instruments.

Financial assets

Basic financial assets, including trade and other receivables, cash and bank balances and investments in commercial paper, are initially recognised at transaction price, unless the arrangement constitutes a financing transaction, where the transaction is measured at the present value of the future receipts discounted at a market rate of interest.

Such assets are subsequently carried at amortised cost using the effective interest method.

Magdalene Limited

Notes to the financial statements for the year ended 31 March 2018 (continued)

3 Summary of significant accounting policies (continued)

Financial instruments (continued)

At the end of each reporting period financial assets measured at amortised cost are assessed for objective evidence of impairment. If an asset is impaired the impairment loss is the difference between the carrying amount and the present value of the estimated cash flows discounted at the asset's original effective interest rate. The impairment loss is recognised in profit or loss.

If there is a decrease in the impairment loss arising from an event occurring after the impairment was recognised the impairment is reversed. The reversal is such that the current carrying amount does not exceed what the carrying amount would have been had the impairment not previously been recognised. The impairment reversal is recognised in profit or loss.

Financial assets are derecognised when (a) the contractual rights to the cash flows from the asset expire or are settled, or (b) substantially all the risks and rewards of the ownership of the asset are transferred to another party or (c) control of the asset has been transferred to another party who has the practical ability to unilaterally sell the asset to an unrelated third party without imposing additional restrictions.

Financial liabilities

Basic financial liabilities, including trade and other payables, bank loans, loans from fellow group companies and preference shares, are initially recognised at transaction price, unless the arrangement constitutes a financing transaction, where the debt instrument is measured at the present value of the future receipts discounted at a market rate of interest.

Debt instruments are subsequently carried at amortised cost, using the effective interest rate method.

Fees paid on the establishment of loan facilities are recognised as transaction costs of the loan to the extent that it is probable that some or all of the facility will be drawn down. In this case, the fee is deferred until the draw-down occurs. To the extent there is no evidence that it is probable that some or all of the facility will be drawn down, the fee is capitalised as a prepayment for liquidity services and amortised over the period to which it relates.

Trade payables are obligations to pay for goods or services that have been acquired in the ordinary course of business from suppliers. Accounts payable are classified as current liabilities if payment is due within one year or less. If not, they are presented as non-current liabilities. Trade payables are recognised initially at transaction price and subsequently measured at amortised cost using the effective interest method.

Financial liabilities are derecognised when the liability is extinguished, that is when the contractual obligation is discharged, cancelled or expires.

Offsetting

Financial assets and liabilities are offset and the net amounts presented in the financial statements when there is an enforceable right to set off the recognised amounts and there is an intention to settle on a net basis or to realise the asset and settle to liability simultaneously.

Share capital

Ordinary shares are classified as equity. Incremental costs directly attributable to the issue of new ordinary shares or options are shown in equity as a deduction, net of tax, from the proceeds.

Distributions to equity holders

Dividends and other distributions to company's shareholders are recognised as a liability in the financial statements in the period in which the dividends and other distributions are approved by the company's shareholders. These amounts are recognised in the statement of changes in equity.

Magdalene Limited

Notes to the financial statements for the year ended 31 March 2018 (continued)

3 Summary of significant accounting policies (continued)

Related party transactions

The company discloses transactions with related parties which are not wholly owned with the same group. It does not disclose transactions with members of the same group that are wholly owned.

Intangible assets

Intangible assets are stated at cost less accumulated amortisation and accumulated impairment losses. Amortisation is calculated, using the straight-line method, to allocate the depreciable amount of the assets to their residual value over their estimated useful lives, as follows:

Software	- 3 to 5 years
----------	----------------

Costs associated with maintaining computer software are recognised as an expense as incurred. Development costs that are directly attributable to the design and testing of identifiable and unique software products controlled by the Group are recognised as intangible assets when the following criteria are met:

- it is technically feasible to complete the software so that it will be available for use;
- management intends to complete the software and use or sell it;
- there is an ability to use or sell the software;
- it can be demonstrated how the software will generate probable future economic benefits;
- adequate technical, financial and other resources to complete the development and to use or sell the software are available; and
- the expenditure attributable to the software during its development can be reliably measured.

Separately acquired brands and non-contractual customer relationships are shown at historical cost. Brands and customer relationships have a finite useful life and are carried at cost less accumulated amortisation.

Tangible assets

Tangible assets are included at historical purchase cost less accumulated depreciation and accumulated impairment losses. Cost includes the original purchase price of the asset and the costs directly attributable to bringing the asset into its working condition for its intended use.

Depreciation and residual values

Depreciation of assets is calculated at rates expected to write off cost less the estimated residual value of the relevant assets over their estimated economic lives. The expected useful lives of the assets to the business are reassessed periodically in light of experience. The estimated economic lives used are principally as follows:

Long leasehold buildings	- 2% straight line
Fixtures, fittings and equipment	- 10% to 33% straight line

Assets under construction are not depreciated until they are ready for use.

Derecognition

Tangible assets are derecognised on disposal or when no future economic benefits are expected. On disposal, the difference between the net disposal proceeds and the carrying amount is recognised in the profit or loss account.

Magdalene Limited

Notes to the financial statements for the year ended 31 March 2018 (continued)

3 Summary of significant accounting policies (continued)

Stocks

Stocks are stated at the lower of cost and estimated selling price less costs to complete and sell. Cost comprises direct materials and, where applicable, direct labour costs and those overheads that have been incurred in bringing the stocks to their present location and condition.

Stocks held for distribution at no or nominal consideration are measured at the lower of replacement cost and cost, adjusted where applicable for any loss of service potential.

Costs of stocks is determined using a first in, first out basis.

At each reporting date, an assessment is made for impairment. Any excess of the carrying amount of stocks over its estimated selling price less costs to complete and sell is recognised as an impairment loss in profit or loss. Reversals of impairment losses are also recognised in profit or loss.

4 Critical accounting judgements and estimation uncertainty

Estimates and judgements are continually evaluated and are based on historical experience and other factors, including expectations of future events that are believed to be reasonable under the circumstances.

Critical judgements in applying the entity's accounting policies

There are no specific judgements that have been made that would result in a material change to the statutory financial statements.

Critical accounting estimates and assumptions

The Company makes estimates and assumptions concerning the future. The resulting accounting estimates will, by definition, seldom equal the related actual results. The estimates and assumptions that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year are addressed below.

Provisions

Provisions mainly comprise amounts related to contractual obligations on customer and supplier contracts as well as other costs. Whether a present obligation is probable or not requires judgement. The nature and type of risks for these provisions differ and management's judgement is applied regarding the nature and extent of obligations in deciding if an outflow of resources is probable or not.

Revenue recognition

Judgement is required in regard to part of the company's sales which are generated from large and complex customer contracts, estimates are necessary in evaluation of contractual performance. Managerial judgement is applied regarding, among other aspects, conformance with acceptable criteria and if transfer of risks and rewards to the buyer has taken place to determine if revenue should be recognised in the period.

Magdalene Limited

Notes to the financial statements for the year ended 31 March 2018 (continued)

4 Turnover

At 31 March 2018, the Company has one class of business – Telecommunications and consultancy. The business manages infrastructure maintenance, renewals, installations, data and other specialist services to blue-chip clients in these infrastructure sectors.

Turnover analysed by geographical market

	2018	2017
	£'000	£'000
United Kingdom	19,451	21,619
Rest of Europe	843	670
Other	129	20
	20,423	22,309

5 Operating profit

Operating profit for the year is stated after charging:	2018	2017
	£'000	£'000
Wages and salaries	5,988	6,473
Social security costs	669	700
Other pension costs	181	191
Staff costs	6,838	7,364
Exchange losses	-	24
Depreciation of owned fixed assets	152	146
Amortisation	8	-
Loss on disposal of fixed assets	-	2
Operating lease charges	295	256
Cost of stocks recognised as an expense	1,535	1,615
One-off contract losses	-	502
Fees payable to the company's auditors for the audit of the company's financial statements	18	12

Magdalene Limited

Notes to the financial statements for the year ended 31 March 2018 (continued)

7 Employees and directors

	2018	2017
	Number	Number
Average monthly number of full time equivalent management and supervisory staff employed (including executive directors)	42	46
Average monthly number of full time equivalent operational staff employed (including executive directors)	122	128
	164	174

Directors' remuneration	2018	2017
	£'000	£'000
Aggregate emoluments	603	173
Pension contributions	10	10
	613	183
Highest paid director		
Total emoluments	250	132
Pension contributions	10	-
	260	132

Key management compensation

Key management includes the directors and members of senior management. The compensation paid or payable to key management for employee services is shown below:

	2018	2017
	£'000	£'000
Aggregate emoluments	709	285
Pension contributions	10	10
	719	295

Magdalene Limited

Notes to the financial statements for the year ended 31 March 2018 (continued)

8 Net interest payable and similar expenses

	2018	2017
	£'000	£'000
Interest receivable and similar income		
Interest receivable and similar income	-	1
Total interest receivable and similar income	-	1
Interest payable and similar expenses		
Interest payable on overdrafts and bank loans	(14)	(60)
Interest payable on other loans	-	(4)
Total interest payable and similar expenses	(14)	(64)
Net interest payable and similar expenses	(14)	(63)

9 Tax on profit

	2018	2017
	£'000	£'000
Tax expense included in profit or loss		
Current tax:		
UK corporation tax on profits for the current year	453	116
Adjustment in respect of previous periods	(1)	-
Total current tax	452	116
Deferred tax:		
Origination and reversal of timing differences	(15)	25
Adjustment in respect of previous periods	4	-
Impact of changes in tax rates	2	(1)
Total deferred tax	(9)	24
Tax on profit	443	140

Magdalene Limited

Notes to the financial statements for the year ended 31 March 2018 (continued)

9 Tax on profit (continued)

Reconciliation of tax charge

The tax assessed for the year is lower (2017: lower) than the standard rate of corporation tax in the UK 19% (2017: 20%). The differences are explained below:

	Year to 31 March 2018	Year to 31 March 2017
	£'000	£'000
Profit before tax	2,478	920
Profit multiplied by the standard UK rate of tax 19% (2017: 20%)	471	184
Effects of:		
Items not deductible for tax purposes	6	7
Effect of change in corporation tax rate	2	(5)
Group relief	(36)	(25)
Income not taxable	(3)	-
Adjustment from previous periods	3	-
Research and development tax credit	-	(21)
Tax expense for the year	443	140

Changes to the UK corporation tax rates were substantively enacted as part of the Finance Bill 2015 (on 26 October 2015) and Finance Bill 2016 (on 7 September 2016). These include reductions to the main rate to reduce the rate to 19% from 1 April 2017, and to 17% from 1 April 2020. Deferred taxes at the balance sheet date have been measured using these enacted tax rates and reflected in these financial statements.

10 Dividends

	2018	2017
	£'000	£'000
£nil (2017: £132.47) per £1 Ordinary A share	-	1,219

Magdalene Limited

Notes to the financial statements for the year ended 31 March 2018 (continued)

11 Intangible assets

	Software	Patents	Total
	£'000	£'000	£'000
Cost at 1 April 2017	257	18	275
Additions	42	-	42
Transfer	-	(15)	(15)
Cost at 31 March 2018	299	3	302
Charge for the year	(8)	-	(8)
Accumulated amortisation at 31 March 2018	(8)	-	(8)
Net book value at 31 March 2018	291	3	294
Net book value at 31 March 2017	257	18	275

Magdalene Limited

Notes to the financial statements for the year ended 31 March 2018 (continued)

12 Tangible assets

	Long leasehold buildings	Fixtures, fittings and equipment	Total
	£'000	£'000	£'000
Cost at 1 April 2017	1,989	1,445	3,434
Additions	-	72	72
Transfer	-	15	15
Cost at 31 March 2018	1,989	1,532	3,521
Accumulated depreciation at 1 April 2017	469	1,262	1,731
Charge for the year	33	119	152
Accumulated depreciation at 31 March 2018	502	1,381	1,883
Net book value at 31 March 2018	1,487	151	1,638
Net book value at 31 March 2017	1,520	183	1,703

13 Inventories

	2018	2017
	£'000	£'000
Finished goods and goods for resale	329	309

Magdalene Limited

Notes to the financial statements for the year ended 31 March 2018 (continued)

14 Debtors

	2018	2017
	£'000	£'000
Amounts falling due within one year		
Trade debtors	2,565	4,658
Amounts owed by group undertakings	910	9
Other debtors	-	1
Prepayments and accrued income	2,375	1,979
	5,850	6,647

Amounts owed by group undertakings are unsecured, interest free, have no fixed date of repayment and are repayable on demand.

15 Creditors: amounts falling due within one year

	2018	2017
	£'000	£'000
Bank loans and overdrafts (note 17)	-	(96)
Trade creditors	(1,661)	(3,093)
Amounts owed to group undertakings	(23)	-
Corporation tax	(452)	(116)
Other taxation and social security	(193)	(713)
Other creditors	(589)	(75)
Accruals and deferred income	(1,919)	(1,554)
	(4,837)	(5,647)

Amounts owed to group undertakings are unsecured, interest free, have no fixed date of repayment and are repayable on demand.

Magdalene Limited

Notes to the financial statements for the year ended 31 March 2018 (continued)

16 Creditors: amounts falling due after more than one year

	2018	2017
	£'000	£'000
Bank loans and overdrafts (note 17)	-	(778)
Amounts owed to group undertakings	(826)	-
	(826)	(778)

Amounts owed to group undertakings are unsecured, interest free, have no fixed date of repayment and are repayable on demand

17 Bank loans

	2018	2017
	£'000	£'000
Less than one year	-	96
Between two and five years	-	399
After five years	-	379
Carrying amount of liability	-	874

The bank loan was repaid during the year (2017: the loan totalled £874,070). It was previously secured by a debenture comprising fixed and floating charges over all assets including all present and future freehold and leasehold property, a first legal mortgage over the leasehold property of Magdalene Limited and an unlimited company composite guarantee between group entities dated 6 April 2010.

Magdalene Limited

Notes to the financial statements for the year ended 31 March 2018 (continued)

18 Provisions for liabilities

	2018	2017
	£'000	£'000
Brought forward as at 1 April	(38)	(14)
Adjustment in respect of prior years	(4)	-
Credit / (charge) to profit and loss account	13	(24)
Carried forward at 31 March	(29)	(38)

Deferred tax

The provision for deferred tax consists of the following deferred tax liabilities:

	2018	2017
	£'000	£'000
Fixed asset timing differences	(29)	(38)
Total deferred tax provision	(29)	(38)

Magdalene Limited

Notes to the financial statements for the year ended 31 March 2018 (continued)

22 Pensions and similar obligations

The amount recognised as an expense for the defined contribution scheme was:

	2018	2017
	£'000	£'000
Current year contributions	181	191

The company operates a defined contribution pension scheme for all qualifying employees. The assets of the scheme are held separately from those of the company in an independently administered fund.

20 Called up share capital

	2018	2017
	£'000	£'000
Allotted and fully paid share capital		
22,000 (2017: nil) ordinary shares of £1 each	22	-
nil (2017: 9,200) ordinary 'A' shares of £1 each	-	9
nil (2017: 12,800) ordinary 'B' shares of £1 each	-	13
	22	22

During the year the ordinary A and B shares were re-designated to ordinary shares.

21 Contingent liabilities

There exist cross guarantees under a group banking arrangement whereby certain group companies have guaranteed the liabilities of other group companies to their lenders.

Magdalene Limited

Notes to the financial statements for the year ended 31 March 2018 (continued)

22 Capital commitments

As at 31 March 2018, the Company had the following future minimum lease payments under non-cancellable operating leases for each of the following years:

	2018	2017
	£'000	£'000
Payments due		
Within one year	76	305
Between one and five years	-	110
	76	415

The company had no other off-balance sheet arrangements.

23 Related party transactions

The company has taken advantage of the exemption under FRS 102.33.1A, and has not disclosed transactions with entities that are part of the Thor Topco Limited group, where 100% of the voting rights of these entities are controlled within the group.

During the year, the company paid rent of £87,725 (2017: £73,125) to TCCH Property LLP, an entity controlled by D L Hopkins and M A Turner. A balance of £nil was outstanding at the year end (2017: £nil).

During the year, the company purchased goods amounting to £nil (2017: £5,328) from Tycomm Limited, an entity for which M A Turner is a director. A balance of £nil was outstanding at the year end (2017: £nil).

During the year, the company paid rent, insurance and service charges of £29,336 (2017: £29,452) to Suffolk Life, a SIPP owned jointly by M A Turner, A P Crane, R E Cooper and two other individuals. A balance of £nil was outstanding at the year end (2017: £228).

24 Controlling parties

At 31 March 2018, the company's immediate parent undertaking was Magdalene Holdings Limited, a company registered in England and Wales.

Until 30 July 2018, the ultimate European parent undertaking was Thor Topco Limited, a company registered in England and Wales, whose ultimate controlling party is an American private equity firm, First Reserve.

M Group Services Limited is the parent undertaking of the smallest group to consolidate these financial statements. Thor Topco Limited is the parent undertaking of the largest group to consolidate these financial statements.

Copies of M Group Services Limited consolidated financial statements can be obtained from the Company Secretary at Abel Smith House, Gunnels Wood Road, Stevenage, Hertfordshire, SG1 2ST.

At the date of signing these accounts, the ultimate parent undertaking is Minerva Equity Limited, a company registered in England and Wales, whose ultimate controlling party is PAI Partners a private equity firm registered in France.

Magdalene Limited

Notes to the financial statements for the year ended 31 March 2018 (continued)

25 Subsidiary undertakings

The Company's subsidiary undertaking at 31 March 2018 (set out below) is a wholly owned subsidiary, with an accounting year end of 31 March. The undertaking principally operates in their country of incorporation.

Company	Registered country	Company's equity shareholding at 31 March 2018	Principal business
Magdalene Telecom Limited	England & Wales	100%	Dormant

Magdalene Telecom Limited is exempt from audit by virtue of s479A of Companies Act 2006.

The company holds 1,000 Ordinary shares of £1 each in Magdalene Telecom Limited. The investment in Magdalene Telecom Limited has been fully impaired and currently has nil net book value (2017: £nil).

The registered office of Magdalene Telecom Limited is Abel Smith House, Gunnels Wood Road, Stevenage, Hertfordshire, SG1 2ST.

26 Post balances sheet events

On 30th July 2018, 100% of the share capital of the Company's ultimate parent undertaking Thor Topco Limited and all its subsidiaries was acquired by PAI Partners, a major private equity investor in businesses across Europe.

Company Number: 03198823

THE COMPANIES ACT 2006

COMPANY LIMITED BY SHARES

WRITTEN SPECIAL RESOLUTION

of

MAGDALENE LIMITED (the Company)

(Circulation Date 6 August 2018)

In accordance with Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company (the **Directors**) hereby propose the following written resolutions be passed as special resolutions:

1. BACKGROUND

- (a) In connection with the financing of Thor Topco Limited, it is proposed that the Company will accede to the certain financing documents (the **Accession**):
- (b) Terms defined in these written resolutions have the same meaning as those defined in the Facilities Agreement (as defined below) unless given a different meaning in these written resolutions.

2. PURPOSE

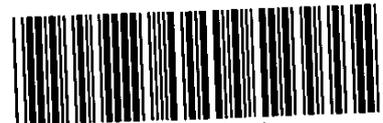
In connection with the Accession, it is proposed that the Company will accede to:

- (a) a senior facilities agreement dated 26 July 2018, between among others, Minerva Bidco Limited (as company, original borrower and original guarantor); Minerva Parent Limited (as parent and original guarantor); [REDACTED] and Societe Generale, London Branch as agent and security agent (the **Facilities Agreement**);
- (b) an intercreditor agreement dated 26 July 2018, between Minerva Bidco Limited (as company, original debtor and original intra-group lender); Minerva Parent Limited (as original debtor and original intra-group lender); [REDACTED] and Societe Generale, London Branch as senior agent and security agent (the Intercreditor Agreement); and
- (c) a debenture dated 26 July 2018, between Minerva Bidco Limited and Minerva Parent Limited as original chargors and Societe Generale, London Branch as security agent (the Debenture),

by way of:

- (A) an accession deed in relation to the Facilities Agreement and the Intercreditor Agreement (the **Accession Deed**); and

WEDNESDAY



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15/08/2018
COMPANIES HOUSE

(B) an accession deed in relation to the Debenture (the **Security Accession Deed**); and

(d) a form of a certificate of the Company to be signed by a director of the Company.

The documents at paragraphs (a) to (d) above, together with any certificates, letters or other documents necessary or desirable or relating thereto (including any utilisation request), being the **Banking Documents**.

3. SPECIAL RESOLUTIONS

IT IS RESOLVED:

THAT the terms of and the transactions contemplated by the Banking Documents (including, without limitation, the granting of guarantee, indemnity and security by the Company under the Banking Documents) is hereby approved.

THAT the Company enters into the Banking Documents and any other related documents and notices.

THAT Martin Beesley, James Arnold and Ian Cusden (each an **Authorised Signatory**, and together the **Authorised Signatories**), acting individually or jointly, have authority to approve the terms of, and the transactions contemplated by the Banking Documents and any other related documents with such amendments as any authorised signatory of the Company may in his or their sole discretion approve and that the Directors or any attorney duly appointed by the Company be and hereby are authorised to do all or any other acts or things on behalf of the Company as they may in their absolute and unfettered discretion think fit in connection with the proposed transaction and the Banking Documents including without limitation the execution of the Banking Documents and any other related documents and notices.

THAT the entry into the Banking Documents (including, without limitation, the granting of guarantee and security by the Company under the Banking Documents) is in the best interests of the Company's business and the entry by the Company into the proposed transaction substantially on the terms set out in the Banking Documents will promote the success of the Company for the benefit of its members as a whole.

THAT Minerva Parent Limited is authorised to act as the agent of the Company under or in connection with the Banking Documents.

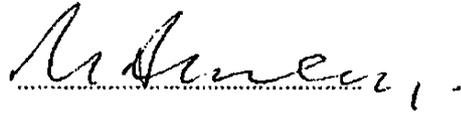
AGREEMENT

PLEASE READ THE NOTES AT THE END OF THIS DOCUMENT BEFORE SIGNIFYING YOUR AGREEMENT TO THE SPECIAL RESOLUTIONS.

The undersigned, a person entitled to vote on the resolutions on 6 August 2018, hereby irrevocably agrees to the resolutions:

Signed for and on behalf of

MAGDALENE HOLDINGS LIMITED



Name: Martin Beesley

Date

6 August 2018

NOTES

1. The circulation date of these resolutions is 6 August 2018. These resolutions have been sent to eligible members who would have been entitled to vote on the resolutions on this date. Only such eligible members (or persons duly authorised on their behalf) should sign these resolutions.
2. You can choose to agree to the all of the resolutions or none of them but you cannot agree to only some of the resolutions. If you agree to all of the resolutions, please indicate your agreement by signing and dating this document where indicated above and returning the signed copy to the Company at its registered office.
3. If you do not agree to the resolutions, you do not need to do anything; you will not be deemed to agree if you fail to reply.
4. Once you have indicated your agreement to the resolutions, you may not revoke your agreement.
5. Unless, by the date that is 28 days from the date of circulation of the resolutions or such period as is specified in the Company's articles of association, sufficient agreement has been received for the resolutions to pass, it will lapse. If you agree to the resolutions, please ensure that your agreement reaches us before or during this date.



Confirmation Statement

Company Name: **MAGDALENE LIMITED**

Company Number: **03198823**



X76IBU1L

Received for filing in Electronic Format on the: **22/05/2018**

Company Name: **MAGDALENE LIMITED**

Company Number: **03198823**

Confirmation **08/05/2018**

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

PSC05

Change of details of relevant legal entity (RLE) with significant control



Companies House



Go online to file this information
www.gov.uk/companieshouse

What this form is for
You may use this form to give notice of a change to the details of a relevant legal entity (RLE).

What this form is NOT for
You cannot use this form if you are changing the details of an individual PSC (use PSC04) or another registrable person (PSC06).

THURSDAY



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COMPANIES HOUSE

1 Company details

Company number 0 3 1 9 8 8 2 3

Company name in full MAGDALENE LIMITED

→ **Filling in this form**
Please complete in typescript or in bold black capitals.
All fields are mandatory unless specified or indicated by *

2 RLE's current details

Corporate body/firm name MAGDALENE HOLDINGS LTD

① **Current details**
This information is used to identify the details on the public record.

3 Date of change of details

Date of change of details ^d0 ^d2 ^m1 ^m0 ^y2 ^y0 ^y1 ^y7

Please complete the appropriate sections to indicate which details have changed.

② **Please enter the date that the change occurred**
Give details of all of the changes that occurred on this date. If you need to enter more than one date, please use a separate form.

4 Change of name

Please enter the new name.

Change of corporate body/firm name

5 Change of registered or principal office address

Building name/number ABEL SMITH HOUSE

Street GUNNELS WOOD ROAD

Post town STEVENAGE

County/Region HERTFORDSHIRE

Postcode S G 1 2 S T

Country UNITED KINGDOM

③ **Registered or principal office address**
This is the address that will appear on the public record.

PSC05

Change of details of relevant legal entity (RLE) with significant control

6 Change of legal form and/or governing law

Please show any change of details of the legal form of the RLE and/or the law by which it is governed. If applicable, please detail any change to the register in which it is entered (including the country/state) and any new registration number in that register.

Legal form	
Governing law	
If applicable, Register in which RLE is entered ¹	
Country/State ¹	
Registration number ¹	

1 Registration number

Where you have provided details of the register (including country/state) where the RLE is registered, you must also provide its number in that register.

7 Change of nature of control for the RLE ²

Please indicate how the RLE has significant control over the company.

Ownership of shares

The RLE holds, directly or indirectly, the following percentage of shares in the company (tick only one):

- more than 25% but not more than 50%
- more than 50% but less than 75%
- 75% or more

Ownership of voting rights

The RLE holds, directly or indirectly, the following percentage of voting rights in the company (tick only one):

- more than 25% but not more than 50%
- more than 50% but less than 75%
- 75% or more

Ownership of right to appoint/remove directors

- The RLE holds the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company.

Significant influence or control (only tick if none of the above apply)

- The RLE has the right to exercise, or actually exercises, significant influence or control over the company.

2 Tick each that apply

Tick any new conditions that apply to the RLE, as well as any which continue to apply.

Only tick the 4th statement (Significant influence or control) if none of the previous statements apply.

8

Change of nature of control by a firm over which the RLE has significant control ¹

The RLE has the right to exercise or actually exercises significant influence or control over the activities of a firm that is not a legal person under its governing law, and:

the members of that firm (in their capacity as such) hold, directly or indirectly, the following percentage of shares in the company (tick only one):

- more than 25% but not more than 50%
- more than 50% but less than 75%
- 75% or more

the members of that firm (in their capacity as such) hold, directly or indirectly, the following percentage of voting rights in the company (tick only one):

- more than 25% but not more than 50%
- more than 50% but less than 75%
- 75% or more

the members of that firm (in their capacity as such) hold the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company

the members of that firm (in their capacity as such) have the right to exercise, or actually exercise, significant influence or control over the company.

1 Tick each that apply

Tick any new conditions that apply to the members of the firm, as well as any which continue to apply

PSC05

Change of details of relevant legal entity (RLE) with significant control

9

Change of nature of control by a trust over which the RLE has significant control

The RLE has the right to exercise or actually exercises significant influence or control over the activities of a trust and:

the trustees of that trust (in their capacity as such) hold, directly or indirectly, the following percentage of shares in the company (tick only one):

- more than 25% but not more than 50%
- more than 50% but less than 75%
- 75% or more

the trustees of that trust (in their capacity as such) hold, directly or indirectly, the following percentage of voting rights in the company (tick only one):

- more than 25% but not more than 50%
- more than 50% but less than 75%
- 75% or more

the trustees of that trust (in their capacity as such) hold the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company

the trustees of that trust (in their capacity as such) have the right to exercise, or actually exercise, significant influence or control over the company.

Tick each that apply
Tick any new conditions that apply to the trustees of the trust, as well as any which continue to apply

10

Register entry date

Give the date on which you made this update to the company's PSC register.

Date

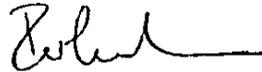
11

Signature

I am signing this form on behalf of the company.

Signature

Signature



This form may be signed by:

Director, Secretary, Person authorised, Administrator, Administrative receiver, Receiver, Receiver manager, Charity commission receiver and manager, CIC manager, Judicial factor.

Person authorised
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.

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

You must have obtained confirmation from the individual person with significant control that their particulars are correct before sending this form to Companies House.

PSC05

Change of details of relevant legal entity (RLE) with significant control

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 **Alex Ryan**

Company name **Freshfields Bruckhaus Deringer LLP**

Address **65 Fleet Street**

Post town **London**

County/Region

Postcode **E C 4 Y 1 H S**

Country

DX

Telephone **+44 20 7427 3952**

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 completed in Section 3 the date of change of details.
- You have entered the relevant change of details.
- You have given the register entry date.
- You have signed the form.

Important information

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,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

Further information

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

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

Company Number: 03198823

MAGDALENE LIMITED
(the Company)

Private Company Limited by Shares

WRITTEN RESOLUTION OF THE SOLE SHAREHOLDER OF THE COMPANY
CIRCULATION DATE: 29 September 2017 (the Circulation Date)

RESOLUTION

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (the Act), WE, the undersigned, being the sole member of the Company entitled for the time being to receive notice of and attend and vote at a general meeting of the Company, do hereby declare that the following special resolutions (the Resolutions) are passed as if they had been passed at a general meeting of the Company duly convened and held.

SPECIAL RESOLUTIONS

1. THAT the shares in the Company be and hereby redesignated as follows:

- (a) the 9,200 issued A ordinary shares of £1.00 each in the capital of the Company be and are hereby redesignated as 9,200 ordinary shares of £1.00 each in the capital of the Company; and
- (b) the 12,800 issued B ordinary shares of £1.00 each in the capital of the Company be and are hereby redesignated as 12,800 ordinary shares of £1.00 each in the capital of the Company,

each such share having the rights and being subject to the restrictions set out in the articles of association adopted pursuant to resolution 2 below. For the avoidance of doubt, following the passing of this resolution, the Company shall have an issued share capital of £22,000 divided into 22,000 ordinary shares of £1.00 each in the capital of the Company.

2. THAT the articles of association appended hereto are adopted as the articles of association of the Company in full substitution for, and at the exclusion of, the existing articles of association of the Company.

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Resolutions.

We, the undersigned, being the sole member of the Company entitled to vote on the Resolutions on the Circulation Date hereby irrevocably agree to the Resolutions.

LON46776938/2 168293-0006



NOTES:

1. If you agree to the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it using one of the following methods:

By Hand: delivering the signed copy to Angus Scott at:

Freshfields Bruckhaus Deringer LLP
65 Fleet Street
London EC4Y 1HS

E-mail: by attaching a scanned copy of the signed document to an e-mail and sending it to angus.scott@freshfields.com. Please enter "Magdalene Limited shareholders' written resolution circulated [•] September 2017" in the e-mail subject box.

2. If you do not agree to the Resolutions, you do not need to do anything: you will not be deemed to agree if you fail to reply.
3. Once you have indicated your agreement to the Resolutions, you may not revoke your agreement.
4. Unless, by the date that is 28 days from the circulation date, sufficient agreement has been received for the resolution to pass, it will lapse. If you agree to the Resolutions, please ensure that your agreement reaches us before or during this date.
5. If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.

Signature Page - Shareholders' Written Resolution (Magdalene Limited)


.....
on behalf of Magdalene Holdings Limited

Date: 29 September 2017
.....

COMPANY NO. 03198823

COMPANIES ACT 2006

A PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

MAGDALENE LIMITED

(adopted by special resolution passed on
29 September 2017)

PRELIMINARY

Model Articles
excluded

1. The regulations in the Companies (Model Articles) Regulations 2008 as in force at the date of incorporation of the company shall not apply to the company.

Definitions

2. In these articles:

Act means the Companies Act 2006 including any modification or re-enactment of it for the time being in force;

articles means these articles of association, as altered from time to time by special resolution;

auditors means the auditors of the company;

clear days in relation to the period of a notice means 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 has the meaning given by section 2 of the Act and includes any enactment passed after those Acts which may, by virtue of that or any other such enactment, be cited together with those Acts as the "Companies Acts" (with or without the addition of an indication of the date of any such enactment);

director means a director of the company and *the directors* means the directors or any of them acting as the board of directors of the company;

dividend means dividend or any other distribution;

entitled by transmission means, in relation to a share in the company, entitled as a consequence of the death or bankruptcy of the holder or otherwise by operation of law;

the holder in relation to shares means the member whose name is entered in the register of members as the holder of the shares;

office means the registered office of the company;

paid up means paid up or credited as paid up;

seal means the common seal of the company and includes any official seal kept by the company by virtue of section 49 or 50 of the Act;

secretary means the secretary of the company (if any) or any other person appointed to perform the duties of the secretary of the company, including a joint, assistant or deputy secretary;

the United Kingdom means Great Britain and Northern Ireland;

references to a document or information being **sent, supplied or given** to or by a person mean such document or information, or a copy of such document or information, being sent, supplied, given, delivered, issued or made available to or by, or served on or by, or deposited with or by that person by any method authorised by these articles, and sending, supplying and giving shall be construed accordingly; and

references to **writing** mean the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether in electronic form or otherwise, and written shall be construed accordingly.

Construction

3. In these articles:

- (a) words denoting the singular number include the plural number and vice versa, words denoting the masculine gender include the feminine gender and the neuter gender and words denoting persons include corporations;
- (b) words or expressions contained in these articles which are not defined in these articles but are defined in the Act have the same meaning as in the Act (but excluding any modification of the Act not in force at the date these articles took effect) unless inconsistent with the subject or context;
- (c) subject to paragraph (b), references to any provision of any enactment or of any subordinate legislation (as defined by section 21(1) of the Interpretation Act 1978) include any modification or re-enactment of that provision for the time being in force;
- (d) headings and marginal notes are inserted for convenience only and do not affect the construction of these articles;
- (e) powers of delegation shall not be restrictively construed but the widest interpretation shall be given to them;

- (f) the word *directors* in the context of the exercise of any power contained in these articles includes any committee consisting of one or more directors, any director holding executive office and any local or divisional directors, manager or agent of the company to which or, as the case may be, to whom the power in question has been delegated;
- (g) no power of delegation shall be limited by the existence or, except where expressly provided by the terms of delegation, the exercise of that or any other power of delegation; and
- (h) except where expressly provided by the terms of delegation, the delegation of a power shall not exclude the concurrent exercise of that power by any other body or person who is for the time being authorised to exercise it under these articles or under another delegation of the power.

Single member 4. If at any time and for so long as the company has a single member, all the provisions of these articles shall (in the absence of any express provision to the contrary) apply with such modification as may be necessary in relation to a company with a single member.

SHARE CAPITAL AND LIMITED LIABILITY

Limited liability 5. The liability of the members is limited to the amount, if any, unpaid on the shares held by them.

Shares with special rights 6. Subject to the provisions of the Act and without prejudice to any rights attached to any existing shares, any share may be issued with such rights or restrictions as the company may by ordinary resolution determine or, subject to and in default of such determination, as the directors shall determine.

Commissions 7. The company may exercise the powers of paying commissions conferred by the Act. Subject to the provisions of the Act, any such commission may be satisfied by the payment of cash or by the allotment of fully or partly paid shares or partly in one way and partly in the other.

No recognition of less than absolute interests 8. Except as required by law, no person shall be recognised by the company as holding any share upon any trust and (except as otherwise provided by the articles or by law) the company shall not be bound by, or recognise, any interest in any share except an absolute right to the entirety thereof in the holder.

Section 561 exclusion 9. The pre-emption provisions in section 561 of the Act and the provisions of subsections 562(1) to 562(5) inclusive of the Act shall not apply to any allotment of the company's equity securities.

Residual allotment powers 10. Subject to the provisions of the Act and to any resolution of the company in general meeting passed pursuant to those provisions:

- (a) all shares for the time being in the capital of the company (whether forming part of the original or any increased share capital) shall be at the disposal of the directors; and

- (b) the directors may allot (with or without conferring a right of renunciation), grant options over, or otherwise dispose of them to such persons on such terms and conditions and at such times as they think fit.

Redeemable shares

11. 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.

SHARE CERTIFICATES

Members' rights to certificates

12. Every member, upon becoming the holder of any shares, shall be entitled without payment to one certificate for all the shares of each class held by him (and, upon transferring a part of his holding of shares of any class, to a certificate for the balance of such holding) or several certificates each for one or more of his shares upon payment for every certificate after the first of such reasonable sum as the directors may determine. Every certificate shall be executed under the seal or otherwise in accordance with the Act or in such other manner as the directors may approve and shall specify the number, class and distinguishing numbers (if any) of the shares to which it relates and the amount or respective amounts paid up thereon. The company shall not be bound to issue more than one certificate for shares held jointly by several persons and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them.

Replacement certificates

13. If a share certificate is defaced, worn-out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and payment of the expenses reasonably incurred by the company in investigating evidence as the directors may determine but otherwise free of charge, and (in the case of defacement or wearing-out) on delivery up of the old certificate.

LIEN

Lien on shares

14. The company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) payable at a fixed time or called in respect of that share. The directors may at any time declare any share to be wholly or in part exempt from the provisions of this regulation. The company's lien on a share shall extend to any amount payable in respect of it.

Enforcement of lien by sale

15. The company may sell in such manner as the directors determine any shares on which the company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within fourteen clear days after notice has been given to the holder of the share or to the person entitled to it by transmission, demanding payment and stating that if the notice is not complied with the shares may be sold.

Giving effect to sale

16. To give effect to a sale the directors may authorise some person to execute an instrument of transfer of the shares sold to, or in accordance with the directions of, the purchaser. The title of the transferee to the shares shall not be affected by any irregularity in or invalidity of the sale process.

Application of proceeds 17. The net proceeds of the sale, after payment of the costs, shall be applied in payment of so much of the sum for which the lien exists as is presently payable, and any residue shall (upon surrender to the company for cancellation of the certificate for the shares sold and subject to a like lien for any moneys not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.

No lien over shares charged 18. Notwithstanding anything contained in these articles the Company shall not have a lien over any shares (whether paid or unpaid shares) that have been mortgaged or charged by way of security by the holder of the shares.

CALLS ON SHARES AND FORFEITURE

Power to make calls 19. Subject to the terms of allotment, the directors may make calls upon the members in respect of any moneys unpaid on their shares (whether in respect of nominal value or premium) and each member shall (subject to receiving at least fourteen clear days' notice specifying when and where payment is to be made) pay to the company as required by the notice the amount called on his shares. A call may be required to be paid by instalments. A call may, before receipt by the company of any sum due thereunder, be revoked in whole or part and payment of a call may be postponed in whole or part. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect of which the call was made.

Time when call made 20. A call shall be deemed to have been made at the time when the resolution of the directors authorising the call was passed.

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

Interest payable 22. If a call remains unpaid after it has become due and payable the person from whom it is due and payable shall pay interest on the amount unpaid from the day it became due and payable until it is paid at the rate fixed by the terms of allotment of the share or in the notice of the call or, if no rate is fixed, at the appropriate rate (as defined by the Act) but the directors may waive payment of the interest wholly or in part.

Deemed calls 23. An amount payable in respect of a share on allotment or at any fixed date, whether in respect of nominal value or premium or as an instalment of a call, shall be deemed to be a call and if it is not paid the provisions of the articles shall apply as if that amount had become due and payable by virtue of a call.

Differentiation on calls 24. Subject to the terms of allotment, the directors may make arrangements on the issue of shares for a difference between the holders in the amounts and times of payment of calls on their shares.

Notice requiring payment of call 25. If a call remains unpaid after it has become due and payable the directors may give to the person from whom it is due not less than fourteen clear days' notice requiring payment of the amount unpaid together with any interest which may have accrued. The notice shall name the place where payment is to be made and shall state

that if the notice is not complied with the shares in respect of which the call was made will be liable to be forfeited.

Forfeiture for non-compliance

26. If the notice is not complied with any share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the directors and the forfeiture shall include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.

Sale of forfeited shares

27. Subject to the provisions of the Act, a forfeited share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the directors determine either to the person who was before the forfeiture the holder or to any other person and at any time before sale, re-allotment or other disposition, the forfeiture may be cancelled on such terms as the directors think fit. Where for the purposes of its disposal a forfeited share is to be transferred to any person the directors may authorise some person to execute an instrument of transfer of the share to that person.

Liability following forfeiture

28. A person any of whose shares have been forfeited shall cease to be a member in respect of them and shall surrender to the company for cancellation the certificate for the shares forfeited but shall remain liable to the company for all moneys which at the date of forfeiture were presently payable by him to the company in respect of those shares with interest at the rate at which interest was payable on those moneys before the forfeiture or, if no interest was so payable, at the appropriate rate (as defined in the Act) from the date of forfeiture until payment but the directors may waive payment 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.

Evidence of forfeiture or surrender

29. A statutory declaration by a director or the secretary that a share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share and the declaration shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the share and the person to whom the share is disposed of shall not be bound to see to the application of the consideration, if any, nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings in reference to the forfeiture or disposal of the share.

TRANSFER OF SHARES

Form and execution of transfer of share

30. The instrument of transfer of a share may be in any usual form or in any other form which the directors may approve and shall be executed by or on behalf of the transferor.

Registration of transfer

31. Subject to article 34, the directors may, in their absolute discretion, refuse to register the transfer of a share to any person, whether or not it is fully paid or a share on which the company has a lien.

Notice of refusal to register

32. If the directors refuse to register a transfer of a share, they shall within two months after the date on which the transfer was lodged with the company send to the transferee notice of the refusal.

Suspension of registration

33. Subject to article 34, the registration of transfers of shares or of transfers of any class of shares may be suspended at such times and for such periods (not exceeding thirty days in any year) as the directors may determine.

Registration of shares charged by way of security

34. Notwithstanding anything contained in these articles, the directors shall not decline to register any transfer of shares, nor may they suspend registration thereof, where such transfer is to or executed by any person to whom such shares have been charged by way of security, or by any nominee of any such person, pursuant to a power of sale or other power under such security (whether or not such transfer is to the person to whom shares have been charged by way of security or to any nominee of any such person), and a certificate by any such person or any employee of any such person that the shares were so charged and the transfer was so executed shall be conclusive evidence of such facts.

No fee payable on registration

35. No fee shall be charged for the registration of any instrument of transfer or other document relating to or affecting the title to any share.

Retention of transfers

36. The company shall be entitled to retain any instrument of transfer which is registered, but any instrument of transfer which the directors refuse to register shall be returned to the person lodging it when notice of the refusal is given.

TRANSMISSION OF SHARES

Transmission

37. If a member dies the survivor or survivors where he was a joint holder, and his personal representatives where he was a sole holder or the only survivor of joint holders, shall be the only persons recognised by the company as having any title to his interest; but nothing herein contained shall release the estate of a deceased member from any liability in respect of any share which had been jointly held by him.

Elections permitted

38. A person becoming entitled by transmission to a share may, upon such evidence being produced as the directors may properly require, elect either to become the holder of the share or to have some person nominated by him registered as the transferee. If he elects to become the holder he shall give notice to the company to that effect. If he elects to have another person registered he shall execute an instrument of transfer of the share to that person. All the articles relating to the transfer of shares shall apply to the notice or instrument of transfer as if it were an instrument of transfer executed by the member and the death or bankruptcy of the member or other event giving rise to the transmission had not occurred.

Rights of persons entitled by transmission

39. A person becoming entitled by transmission to a share shall have the rights to which he would be entitled if he were the holder of the share, except that he shall not, before being registered as the holder of the share, be entitled in respect of it to attend or vote at any meeting of the company or at any separate meeting of the holders of any class of shares in the company.

ALTERATION OF SHARE CAPITAL

New shares subject to these articles

40. All shares created by the increase of the company's share capital, by consolidation, division or sub-division of its share capital shall be:

- (a) subject to all the provisions of these articles, including without limitation provisions relating to payment of calls, lien, forfeiture, transfer and transmission; and
- (b) unclassified, unless otherwise provided by these articles, by the resolution creating the shares or by the terms of allotment of the shares.

Fractions arising

41. Whenever as a result of a consolidation of shares any members would become entitled to fractions of a share, the directors may, on behalf of those members, sell the shares representing the fractions for the best price reasonably obtainable to any person (including, subject to the provisions of the Act, the company) and distribute the net proceeds of sale in due proportion among those members, and the directors may authorise some person to execute an instrument of transfer of the shares to, or in accordance with the directions of, the purchaser. The transferee shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

GENERAL MEETINGS

Calling general meetings

42. The directors may call general meetings and, on the requisition of members pursuant to the provisions of the Act, shall forthwith proceed to convene a general meeting in accordance with the provisions of the Act. If there are not within the United Kingdom sufficient directors to call a general meeting, any director or any member of the company may call a general meeting.

NOTICE OF GENERAL MEETINGS

Period of notice

43. General meetings 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. in nominal value of the shares giving that right.

The notice shall specify the time and place of the meeting and the general nature of the business to be transacted.

Subject to the provisions of the articles and to any restrictions imposed on any shares, the notice shall be given to all the members, to all persons entitled to a share in consequence of the death or bankruptcy of a member, to the directors and to the auditors.

PROCEEDINGS AT GENERAL MEETINGS

Quorum

44. No business shall be transacted at any meeting unless a quorum is present. Save in the case of a company with a single member, two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum.

If quorum not present

45. If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting

shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the directors may determine.

Chairman

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

No director willing to act or present

47. If no director is willing to act as chairman, or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number or a proxy to be chairman.

Directors entitled to speak

48. A director shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting and at any separate meeting of the holders of any class of shares in the company.

Adjournments: chairman's powers

49. The chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

Methods of voting

50. A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:

- (a) by the chairman; or
- (b) by at least two members having the right to vote at the meeting; or
- (c) by a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; or
- (d) by a member or members holding shares conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right;

and a demand by a person as proxy for a member shall be the same as a demand by the member.

Declaration of result

51. 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.

Withdrawal of demand for poll 52. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

Conduct of a poll 53. A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

When poll to be taken 54. 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.

Notice of poll 55. 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.

VOTES OF MEMBERS

Right to vote 56. 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 by proxy or (being a corporation) is present by a duly authorised representative or by proxy, unless the proxy (in either case) or the representative is himself a member entitled to vote, shall have one vote and on a poll every member shall have one vote for every share of which he is the holder.

Votes of joint holders 57. In the case of joint holders the vote of the senior who tenders a vote, whether in person or by proxy, 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.

Member under incapacity 58. A member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person authorised in that behalf appointed by that court, and any such receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the directors of the authority of the person claiming to exercise the right to vote shall be deposited at the office, or at such other place as is specified in accordance with the articles for the deposit of instruments of proxy, not less than 48 hours before the time appointed for holding the meeting or adjourned

meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.

Calls in arrears 59. No member shall vote at any general meeting or at any separate meeting of the holders of any class of shares in the company, either in person or by proxy, in respect of any share held by him unless all moneys presently payable by him in respect of that share have been paid.

Objection to voting 60. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.

Poll voting 61. On a poll votes may be given either personally or by proxy.

Appointment of proxy: execution 62. The appointment of a proxy, whether in hard copy form or electronic form, shall be executed in such manner as the directors may approve. Subject thereto, the appointment of a proxy shall be executed by the appointor or his attorney or, if the appointor is a corporation, executed by a duly authorised officer, attorney or other authorised person or under its common seal.

Form of proxy 63. The appointment of a proxy shall be made in writing and shall be in any usual form or in any other form which the directors may approve. Subject thereto, the appointment of a proxy may be:

- (a) in hard copy form; or
- (b) in electronic form, if the company agrees.

The directors may, if they think fit, but subject to the provisions of the Companies Acts, at the company's expense send hard copy forms of proxy for use at the meeting and issue invitations in electronic form to appoint a proxy in relation to the meeting in such form as may be approved by the directors. The appointment of a proxy shall not preclude a member from attending and voting in person at the meeting or poll concerned.

Delivery/receipt of proxy appointment 64. The appointment of a proxy shall:

- (a) if in hard copy form, be delivered by hand or by post to the office or such other place within the United Kingdom as may be specified by or on behalf of the company for that purpose:

- (i) in the notice convening the meeting, or
- (ii) in any form of proxy sent by or on behalf of the company in relation to the meeting,

before the time appointed for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote; or

- (b) if in electronic form, be received at any address to which the appointment of a proxy may be sent by electronic means pursuant to a provision in the Companies Acts or to any other address specified by or on behalf of the company for the purpose of receiving the appointment of a proxy in electronic form:
 - (i) in the notice convening the meeting, or
 - (ii) in any form of proxy sent by or on behalf of the company in relation to the meeting, or
 - (iii) in any invitation to appoint a proxy issued by or on behalf of the company in relation to the meeting,

before the time appointed for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote; or

- (c) in either case, where a poll is taken more than 48 hours after it is demanded, be delivered or received as aforesaid after the poll has been demanded and before the time appointed for the taking of the poll; or
- (d) if in hard copy form, where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the secretary or to any director;

and any proxy appointment which is not delivered or received in a manner so permitted shall be invalid.

Authentication of proxy appointment not made by holder

65. Where the appointment of a proxy is expressed to have been or purports to have been made, sent or supplied by a person on behalf of a holder of a share:

- (a) the company may treat the appointment as sufficient evidence of the authority of that person to make, send or supply the appointment on behalf of that holder;
- (b) that holder shall, if requested by or on behalf of the company at any time, send or procure the sending of any written authority under which the appointment has been made, sent or supplied or a copy of such authority certified notarially or in some other way approved by the directors, to such address and by such time as may be specified in the request and, if the request is not complied with in any respect, the appointment may be treated as invalid; and
- (c) whether or not a request under article 65(b) has been made or complied with, the company may determine that it has insufficient evidence of the authority of that person to make, send or supply the appointment on behalf of that holder and may treat the appointment as invalid.

Revocation of authority

66. A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous

determination of the authority of the person voting or demanding the poll unless notice of the determination was delivered or received as mentioned in the following sentence before the start of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll. Such notice of determination shall be either in hard copy form delivered to the office or such other place within the United Kingdom as may be specified by or on behalf of the company in accordance with article 64(a) or in electronic form received at the address (if any) specified by the company in accordance with article 64(b), regardless of whether any relevant proxy appointment was effected in hard copy form or in electronic form.

Rights of proxy 67. A proxy appointment shall be deemed to entitle the proxy to exercise all or any of the appointing member's rights to attend and to speak and vote at a meeting of the company. The proxy appointment shall, unless it provides to the contrary, be valid for any adjournment of the meeting as well as for the meeting to which it relates.

NUMBER OF DIRECTORS

Number of directors 68. Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall be not less than one but shall not be subject to any maximum in number. A sole director may exercise all the powers and discretions expressed by these articles to be vested in the directors generally.

ALTERNATE DIRECTORS

Power to appoint alternates 69. A director (other than an alternate director) may appoint any person willing to act, whether or not he is a director of the company, to be an alternate director and may remove from office an alternate director so appointed by him.

Alternates entitled to receive notice 70. An 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, to attend and vote at any such meeting at which the director appointing him is not personally present, and generally to perform all the functions of his appointor as a director in his absence but shall not be entitled to receive any remuneration from the company for his services as an alternate director. But it shall not be necessary to give notice of such a meeting to an alternate director who is absent from the United Kingdom.

Alternates representing more than one director 71. A person may act as an alternate director to represent more than one director and, at meetings of the directors or any committee of the directors, an alternate director shall be entitled to one vote for every director whom he represents (and who is not present) in addition to his own vote (if any) as a director, but he shall count as only one for the purpose of determining whether a quorum is present.

Expenses and remuneration of alternates 72. An alternate director may be repaid by the company such expenses as might properly have been repaid to him if he had been a director but shall not be entitled to receive any remuneration from the company in respect of his services as an alternate director except 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. An alternate director shall be entitled to be indemnified by the company to the same extent as if he were a director.

Termination of appointment

73. An alternate director shall cease to be an alternate director:
- (a) if his appointor ceases to be a director; or
 - (b) if his appointor revokes his appointment pursuant to article 69; or
 - (c) on the happening of any event which, if he were a director, would cause him to vacate his office as director; or
 - (d) if he resigns his office by notice to the company.

Method of appointment and revocation

74. Any appointment or removal of an alternate director shall be by notice to the company by the director making or revoking the appointment and shall take effect in accordance with the terms of the notice on receipt of such notice by the company. The notice shall be in hard copy form or in electronic form sent to such address (if any) for the time being specified by or on behalf of the company for that purpose, or, in default of such specification, to the office.

Alternate not an agent of appointor

75. Save as otherwise provided in these articles, an alternate director shall be deemed for all purposes to be a director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the director appointing him.

POWERS OF DIRECTORS

Business to be managed by directors

76. Subject to the provisions of the Act, the articles and to any directions given by special resolution, the business of the company shall be managed by the directors who may exercise all the powers of the company. No alteration of the articles and no such direction shall invalidate any prior act of the directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this article shall not be limited by any special power given to the directors by the articles and a meeting of directors at which a quorum is present may exercise all powers exercisable by the directors.

Appointment of agents

77. The directors may, by power of attorney or otherwise, appoint any person to be the agent of the company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.

Exercise by company of voting rights

78. The directors may exercise the voting power conferred by the shares in any body corporate held or owned by the company in such manner in all respects as they think fit (including without limitation the exercise of that power in favour of any resolution appointing its members or any of them directors of such body corporate, or voting or providing for the payment of remuneration to the directors of such body corporate).

Change of company's name

79. The company's name may be changed by resolution of the directors.

DELEGATION OF DIRECTORS' POWERS

Committees of
the directors

80. The directors may delegate any of their powers to any committee consisting of one or more directors. The directors may also delegate to any director holding any executive office such of their powers as the directors consider desirable to be exercised by him. Any such delegation shall, in the absence of express provision to the contrary in the terms of delegation, be deemed to include authority to sub-delegate all or any of the powers delegated to one or more directors (whether or not acting as a committee) or to any employee or agent of the company. Any such delegation may be made subject to such conditions as the directors may specify, and may be revoked or altered. The directors may co-opt persons other than directors on to any such committee. Such co-opted persons may enjoy voting rights in the committee. The co-opted members shall be less than one-half of the total membership of the committee and a resolution of any committee shall be effective only if a majority of the members present are directors. Subject to any conditions imposed by the directors, the proceedings of a committee with two or more members shall be governed by these articles regulating the proceedings of directors so far as they are capable of applying.

Offices
including the
title "director"

81. The directors may appoint any person to any office or employment having a designation or title including the word "director" or attach such a designation or title to any existing office or employment with the company and may terminate any such appointment or the use of any such designation or title. The inclusion of the word "director" in the designation or title of any such office or employment shall not imply that the holder is a director of the company, and the holder shall not thereby be empowered in any respect to act as, or be deemed to be, a director of the company for any of the purposes of these articles.

APPOINTMENT AND REMOVAL OF DIRECTORS

Appointment
and removal by
holding
company

82. The holder or holders of more than half in nominal value of the shares giving the right to attend and vote at a general meeting of the company (the *appointor* or, if more than one, *appointors*) may at any time and from time to time appoint any person who is willing to act to be a director, either to fill a vacancy or as an additional director, and remove any director from office. Any appointment or removal of a director under this article shall be by notice to the company executed by or on behalf of the appointor/each of the appointors and shall take effect in accordance with the terms of the notice on receipt of such notice by the company which shall be in hard copy form or in electronic form sent to such address (if any) for the time being specified by or on behalf of the company for that purpose, or, in default of such specification, to the office.

The notice may consist of several hard copies or several electronic copies, each executed by or on behalf of one or more of the appointors, or a combination of both.

Appointment by
the directors

83. The directors shall also have power to appoint any person who is willing to act to be a director, either to fill a vacancy or as an addition to the existing directors, subject to any maximum for the time being in force, and any director so appointed shall hold office until he is removed in accordance with article 82 or under article 84.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

Vacation of office

84. A person ceases to be a director as soon as:
- (a) that person ceases to be a director by virtue of any provision of the Act or is prohibited from being a director by law;
 - (b) a bankruptcy order is made against that person;
 - (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
 - (d) a registered medical practitioner who is treating that person gives a written opinion to the company stating that the person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
 - (e) 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;
 - (f) he is removed in accordance with article 82; or
 - (g) that person receives notice signed by not less than three quarters of the other directors stating that that person should cease to be a director. In calculating the number of directors who are required to give such notice to the director, (i) an alternate director appointed by him acting in his capacity as such shall be excluded; and (ii) a director and any alternate director appointed by him and acting in his capacity as such shall constitute a single director for this purpose, so that notice by either shall be sufficient.

REMUNERATION OF DIRECTORS

Remuneration

85. The directors shall be entitled to such remuneration as the company may by ordinary resolution determine and, unless the resolution provides otherwise, the remuneration shall be deemed to accrue from day to day.

DIRECTORS' EXPENSES

Directors may be paid expenses

86. The directors may be paid all travelling, hotel, and other expenses properly incurred by them in connection with their attendance at meetings of directors or committees of directors or general meetings or separate meetings of the holders of any class of shares or of debentures of the company or otherwise in connection with the discharge of their duties.

DIRECTORS' APPOINTMENTS AND INTERESTS

Appointment to executive office

87. Subject to the provisions of the Act, the directors may appoint one or more of their number to the office of managing director or to any other executive office under the company and may enter into an agreement or arrangement with any director for his employment by the company or for the provision by him of any services outside

the scope of the ordinary duties of a director. Any such appointment, agreement or arrangement may be made upon such terms as the directors determine and they may remunerate any such director for his services as they think fit. Any appointment of a director to an executive office shall terminate if he ceases to be a director but without prejudice to any claim to damages for breach of the contract of service between the director and the company.

Authorisation
under s175 of
the Act

88. For the purposes of section 175 of the Act, the directors may authorise any matter proposed to them in accordance with these articles which would, if not so authorised, involve a breach of duty by a director under that section, including, without limitation, any matter which relates to a situation in which a director has, or can have, an interest which conflicts, or possibly may conflict, with the interests of the company. Any such authorisation will be effective only if:

- (a) any requirement as to quorum at the meeting at which the matter is considered is met without counting the director in question or any other interested director; and
- (b) the matter was agreed to without their voting or would have been agreed to if their votes had not been counted.

The directors may (whether at the time of the giving of the authorisation or subsequently) make any such authorisation subject to any limits or conditions they expressly impose but such authorisation is otherwise given to the fullest extent permitted. The directors may vary or terminate any such authorisation at any time.

For the purposes of the articles, a conflict of interest includes a conflict of interest and duty and a conflict of duties, and interest includes both direct and indirect interests.

Director may
contract with
the company
and hold other
offices etc

89. Provided that he has disclosed to the directors the nature and extent of his interest (unless the circumstances referred to in section 177(5) or section 177(6) of the Act apply, in which case no such disclosure is required) a director notwithstanding his office:

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the company or in which the company is otherwise (directly or indirectly) interested;
- (b) 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; and
- (c) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate:
 - (i) in which the company is (directly or indirectly) interested as shareholder or otherwise; or

- (ii) which is the parent undertaking of the company or a subsidiary undertaking of any parent undertaking of the company; or
- (iii) with which he has such a relationship at the request or direction of the company or any parent undertaking of the company or a subsidiary undertaking of any parent undertaking of the company.

Remuneration, benefits etc.

90. A director shall not, by reason of his office, be accountable to the company for any remuneration or other benefit which he derives from any office or employment or from any transaction or arrangement or from any interest in any body corporate:

- (a) the acceptance, entry into or existence of which has been approved by the directors pursuant to article 88 (subject, in any such case, to any limits or conditions to which such approval was subject); or
- (b) which he is permitted to hold or enter into by virtue of paragraph (a), (b) or (c) of article 89,

nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

Notification of interests

91. Any disclosure required by article 89 may be made at a meeting of the directors, by notice in writing or by general notice or otherwise in accordance with section 177 of the Act.

Duty of confidentiality to another person

92. A director shall be under no duty to the company with respect to any information which he obtains or has obtained otherwise than as a director of the company and in respect of which he owes a duty of confidentiality to another person. However, to the extent that his relationship with that other person gives rise to a conflict of interest or possible conflict of interest, this article applies only if the existence of that relationship has been approved by the directors pursuant to article 88. In particular, the director shall not be in breach of the general duties he owes to the company by virtue of sections 171 to 177 of the Act because he fails:

- (a) to disclose any such information to the directors or to any director or other officer or employee of the company; and/or
- (b) to use or apply any such information in performing his duties as a director of the company.

Consequences of authorisation

93. Where the existence of a director's relationship with another person has been approved by the directors pursuant to article 88 and his relationship with that person gives rise to a conflict of interest or possible conflict of interest, the director shall not be in breach of the general duties he owes to the company by virtue of sections 171 to 177 of the Act because he:

- (a) absents himself from meetings of the directors at which any matter relating to the conflict of interest or possible conflict of interest will or may be discussed or from the discussion of any such matter at a meeting or otherwise; and/or

- (b) makes arrangements not to receive documents and information relating to any matter which gives rise to the conflict of interest or possible conflict of interest sent or supplied by the company and/or for such documents and information to be received and read by a professional adviser,

for so long as he reasonably believes such conflict of interest or possible conflict of interest subsists.

Without prejudice to equitable principles or rule of law

94. The provisions of articles 92 and 93 are without prejudice to any equitable principle or rule of law which may excuse the director from:

- (a) disclosing information, in circumstances where disclosure would otherwise be required under these articles; or
- (b) attending meetings or discussions or receiving documents and information as referred to in article 93, in circumstances where such attendance or receiving such documents and information would otherwise be required under these articles.

Directors' power to vote on contracts in which they are interested

95. Subject to the Act and without prejudice to his obligations of disclosure under the Act and these articles, a director may vote at any meeting of the directors or of a committee of the directors on, and be counted in the quorum present at a meeting in relation to, any resolution concerning a transaction or arrangement with the company or in which the company is interested, or concerning any other matter in which the company is interested, notwithstanding that he is interested in that transaction, arrangement or matter or has in relation to it a duty which conflicts or may conflict with the interests of the company.

BENEFITS, PENSIONS AND INSURANCE

Benefits and pensions

96. The directors may provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for any past or present director or employee of the company or with any body corporate which is or has been a subsidiary of the company or a predecessor in business of the company or of any such subsidiary, and for any member of his family (including a spouse, a civil partner, a former spouse and a former civil partner) or any person who is or was dependent on him, and may (as well before as after he ceases to hold such office or employment) contribute to any fund and pay premiums for the purchase or provision of any such benefit.

Insurance

97. Without prejudice to the provisions of article 137, the directors may exercise all the powers of the company to purchase and maintain insurance for or for the benefit of any person who is or was:

- (a) a director, other officer, employee or auditor of the company, or any body which is or was the holding company or subsidiary undertaking of the company, or in which the company or such holding company or subsidiary undertaking has or had any interest (whether direct or indirect) or with which the company or such holding company or subsidiary undertaking is or was in any way allied or associated; or

- (b) a trustee of any pension fund in which employees of the company or any other body referred to in article 97(a) is or has been interested,

including without limitation insurance against any liability incurred by such person in respect of any act or omission in the actual or purported execution or discharge of his duties or in the exercise or purported exercise of his powers or otherwise in relation to his duties, powers or offices in relation to the relevant body or fund.

Directors not liable to account

98. Without prejudice to the generality of article 90, no director or former director shall be accountable to the company or the members for any benefit provided pursuant to article 96 or 97. The receipt of any such benefit shall not disqualify any person from being or becoming a director of the company.

Cessation or transfer of undertaking

99. Pursuant to section 247 of the Act, the directors are hereby authorised to make such provision as may seem appropriate for the benefit of any persons employed or formerly employed by the company or any of its subsidiary undertakings other than a director or former director or shadow director in connection with the cessation or the transfer of the whole or part of the undertaking of the company or any subsidiary undertaking. Any such provision shall be made by a resolution of the directors in accordance with section 247.

PROCEEDINGS OF DIRECTORS

Convening meetings

100. Subject to the provisions of these articles, the directors may regulate their proceedings as they think fit. A director may, and the secretary at the request of a director shall, call a meeting of the directors by giving notice of the meeting to each director.

Delivery of notice

101. Notice of a meeting of the directors shall be deemed to be properly sent to a director if it is sent to him personally or by word of mouth, or sent in hard copy form to him at his last known address or such other address (if any) as may for the time being be specified by him or on his behalf to the company for that purpose, or sent in electronic form to such address (if any) as may for the time being be specified by him or on his behalf to the company for that purpose. It shall not be necessary to give notice of a directors' meeting to any director who is for the time being absent from the United Kingdom. No account is to be taken of directors absent from the United Kingdom when considering the adequacy of the period of notice of the meeting. Any director may waive notice of a meeting and any such waiver may be retrospective. Any notice pursuant to this article need not be in writing if the directors so determine.

Voting

102. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall have a second or casting vote.

Quorum

103. The quorum for the transaction of the business of the directors may be fixed by the directors and unless so fixed at any other number shall be two, except when there is only one director. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum. Any director who ceases to be a director at a directors' meeting may continue to be present and to act as a director and be counted in the quorum until the termination of the directors' meeting if no director objects.

Meetings by
telephone, etc.

104. Without prejudice to the first sentence of article 100, a person entitled to be present at a meeting of the directors or of a committee of the directors shall be deemed to be present for all purposes if he is able (directly or by audiovisual or telephonic communication) to speak to and be heard by all those present or deemed to be present simultaneously. A director so deemed to be present shall be entitled to vote and be counted in a quorum accordingly. Such a meeting shall be deemed to take place where it is convened to be held or (if no director is present in that place) where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the meeting is. The word *meeting* in these articles shall be construed accordingly.

Chairman of
board

105. The directors may appoint one of their number to be the chairman of the board of directors and may at any time remove him from that office. The director so appointed shall preside at every meeting of directors at which he is present. But if there is no director holding that office, or if the director holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the directors present may appoint one of their number to be chairman of the meeting.

Validity of acts
of the board

106. All acts done by a meeting of directors, or of a committee of directors, or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote.

Resolutions in
writing

107. A resolution in writing agreed to by all the directors entitled to vote at a meeting of the directors or of a committee of the directors (not being less than the number of directors required to form a quorum) shall be as valid and effectual as if it had been passed at a meeting of the directors or (as the case may be) a committee of the directors duly convened and held. For this purpose:

- (a) a director signifies his agreement to a proposed written resolution when the company receives from him a document indicating his agreement to the resolution authenticated in the manner permitted by the Companies Acts for a document in the relevant form;
- (b) the director may send the document in hard copy form or in electronic form to such address (if any) for the time being specified by the company for that purpose, or in default of such specification to the office;
- (c) if an alternate director signifies his agreement to the proposed written resolution, his appointor need not also signify his agreement; and
- (d) if a director signifies his agreement to the proposed written resolution, an alternate director appointed by him need not also signify his agreement in that capacity.

SECRETARY

Appointment
and removal of
secretary

108. Subject to the provisions of the Act, the directors may decide from time to time whether the company should have a secretary and, if they so decide, the secretary shall be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them.

MINUTES

Minutes
required to be
kept

109. The directors shall cause minutes to be made in books kept for the purpose:

- (a) of all appointments of officers made by the directors; and
- (b) of all proceedings at meetings of the company, of the holders of any class of shares in the company, and of the directors, and of committees of directors, including the names of the directors present at each such meeting.

THE SEAL, DEEDS AND CERTIFICATION

Authority
required for
execution of
deed

110. The seal shall only be used by the authority of a resolution of the directors. The directors may determine who shall sign any document executed under the seal. If they do not, it shall be signed by at least one director and the secretary or by at least two directors. Any document may be executed under the seal by impressing the seal by mechanical means or by printing the seal or a facsimile of it on the document or by applying the seal or a facsimile of it by any other means to the document. A document signed, with the authority of a resolution of the directors, in accordance with section 44(2) of the Act and expressed (in whatever form of words) to be executed by the company has the same effect as if executed under the seal.

Certified copies

111. Any director or the secretary or any person appointed by the directors for the purpose shall have power to authenticate and certify as true copies of and extracts from:

- (a) any document comprising or affecting the constitution of the company, whether in hard copy form or in electronic form;
- (b) any resolution passed by the company, the holders of any class of shares in the capital of the company, the directors or any committee of the directors whether in hard copy form or in electronic form; and
- (c) any book, record and document relating to the business of the company whether in hard copy form or in electronic form (including without limitation the accounts).

Conclusive
evidence

112. If certified in this way, a document purporting to be a copy of a resolution, or the minutes of or an extract from the minutes of a meeting of the company, the holders of any class of shares in the capital of the company, the directors or a committee of the directors, whether in hard copy form or in electronic form, shall be conclusive evidence in favour of all persons dealing with the company in reliance on

it or them that the resolution was duly passed or that the minutes are, or the extract from the minutes is, a true and accurate record of proceedings at a duly constituted meeting.

RECORD DATES

Record dates for dividends, etc. 113. Notwithstanding any other provision of these articles, the company or the directors may fix any date as the record date for any dividend, distribution, allotment or issue, which may be on or at any time before or after any date on which the dividend, distribution, allotment or issue is declared, paid or made.

DIVIDENDS

Declaration of dividends 114. Subject to the provisions of the Act, the company may by ordinary resolution declare dividends in accordance with the respective rights of the members, but no dividend shall exceed the amount recommended by the directors.

Interim dividends 115. Subject to the provisions of the Act, the directors may pay interim dividends if it appears to them that they are justified by the profits of the company available for distribution. If the share capital is divided into different classes, the directors may pay interim dividends on shares which confer deferred or non-preferred rights with regard to dividend as well as on shares which confer preferential rights with regard to dividend, but no interim dividend shall be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear. The directors may also pay at intervals settled by them any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment. Provided the directors act in good faith they shall 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 any shares having deferred or non-preferred rights.

Apportionment of dividends 116. Except as otherwise provided by the rights attached to shares, all dividends shall be declared and paid according to the amounts paid up on the shares on which the dividend is paid. All dividends shall be 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; but, if any share is issued on terms providing that it shall rank for dividend as from a particular date, that share shall rank for dividend accordingly.

Dividends in specie 117. A general meeting declaring a dividend may, upon the recommendation of the directors, direct that it shall be satisfied wholly or partly by the distribution of assets and, where any difficulty arises in regard to the distribution, the directors may settle the same and in particular may issue fractional certificates and fix the value for distribution of any assets and may determine that cash shall be paid to any member upon the footing of the value so fixed in order to adjust the rights of members and may vest any assets in trustees.

Procedure for payment to holders and others entitled

118. Any dividend or other moneys payable in respect of a share may be paid by cheque sent by post to the registered address of the person entitled or, if two or more persons are the holders of the share or are jointly entitled to it by reason of the death or bankruptcy of the holder, to the registered address of that one of those persons who is first named in the register of members or to such person and to such address as the person or persons entitled may in writing direct or by any other method approved by the directors and agreed (in such form as the company thinks appropriate) by the holder or person entitled to payment. Every cheque shall be made payable to the order of the person or persons entitled or to such other person as the person or persons entitled may in writing direct and payment of the cheque shall be a good discharge to the company. Any joint holder or other person jointly entitled to a share as aforesaid may give receipts for any dividend or other moneys payable in respect of the share.

Interest not payable

119. No dividend or other moneys payable in respect of a share shall bear interest against the company unless otherwise provided by the rights attached to the share.

Forfeiture of unclaimed dividends

120. Any dividend which has remained unclaimed for twelve years from the date when it became due for payment shall, if the directors so resolve, be forfeited and cease to remain owing by the company.

ACCOUNTS

Right to inspect records

121. No member shall (as such) have any right of inspecting any accounting records or other book or document of the company except as conferred by statute or authorised by the directors or by ordinary resolution of the company.

CAPITALISATION OF PROFITS

Power to capitalise

122. The directors may with the authority of an ordinary resolution of the company:

- (a) subject as hereinafter provided, resolve to capitalise any undivided profits of the company not required for paying any preferential dividend (whether or not they are available for distribution) or any sum standing to the credit of any reserve or other fund, including without limitation the company's share premium account or capital redemption reserve;
- (b) appropriate the sum resolved to be capitalised to the members who would have been entitled to it if it were distributed by way of dividend and in the same proportions and apply such sum on their behalf either in or towards paying up the amounts, if any, for the time being unpaid on any shares held by them respectively, or in paying up in full shares or debentures or other obligations of the company of a nominal amount equal to that sum, and allot the shares or debentures or other obligations of the company credited as fully paid to those members, or as they may direct, in those proportions, or partly in one way and partly in the other; but the share premium account, the capital redemption reserve, and any profits which are not available for distribution may, for the purposes of this article, only be applied in paying up shares to be allotted to members credited as fully paid;

- (c) make such provision by the issue of fractional certificates or by payment in cash or otherwise as they determine in the case of shares or debentures or other obligations becoming distributable under this article in fractions; and
- (d) authorise any person to enter on behalf of all the members concerned into an agreement with the company providing for the allotment to them respectively, credited as fully paid, of any shares or debentures to which they are entitled upon such capitalisation, any agreement made under such authority being binding on all such members.

COMMUNICATIONS

Form of notice 123. Any notice to be sent to or by any person pursuant to these articles (other than a notice calling a meeting of the directors) shall be in writing.

Methods of company sending document or information 124. Subject to article 123 and unless otherwise provided by these articles, the company shall send or supply a document or information that is required or authorised to be sent or supplied to a member or any other person by the company by a provision of the Companies Acts or pursuant to these articles or to any other rules or regulations to which the company may be subject in such form and by such means as it may in its absolute discretion determine provided that the provisions of the Act which apply to sending or supplying a document or information required or authorised to be sent or supplied by the Companies Acts shall, the necessary changes having been made, also apply to sending or supplying any document or information required or authorised to be sent by these articles or any other rules or regulations to which the company may be subject.

Methods of member etc sending document or information 125. Subject to article 123 and unless otherwise provided by these articles, a member or a person entitled by transmission to a share shall send a document or information pursuant to these articles to the company in such form and by such means as it may in its absolute discretion determine provided that:

- (a) the determined form and means are permitted by the Companies Acts for the purpose of sending or supplying a document or information of that type to a company pursuant to a provision of the Companies Acts; and
- (b) unless the directors otherwise permit, any applicable condition or limitation specified in the Companies Acts, including without limitation as to the address to which the document or information may be sent, is satisfied.

Unless otherwise provided by these articles or required by the directors, such document or information shall be authenticated in the manner specified by the Companies Acts for authentication of a document or information sent in the relevant form.

Deemed receipt of notice 126. A member present, either in person or by proxy, at any meeting of the company or of the holders of any class of shares in the company shall be deemed to have been sent notice of the meeting and, where requisite, of the purposes for which it was called.

Terms and conditions for electronic means

127. The directors may from time to time issue, endorse or adopt terms and conditions relating to the use of electronic means for the sending of notices, other documents and proxy appointments by the company to members or persons entitled by transmission and by members or persons entitled by transmission to the company.

Transferees etc. bound by prior notice

128. Every person who becomes entitled to a share shall be bound by any notice in respect of that share which, before his name is entered in the register of members, has been duly given to a person from whom he derives his title.

Notice to joint holders

129. In the case of joint holders of a share, all documents and information shall be sent to the joint holder whose name stands first in the register in respect of the joint holding. Any document or information so sent shall be deemed for all purposes sent to all the joint holders.

Registered address outside the UK

130. A member whose registered address is not within the United Kingdom and who gives to the company an address within the United Kingdom at which a document or information may be sent to him in hard copy form or an address to which a document or information may be sent to him in electronic form shall (provided that, in the case of electronic form, the company so agrees) be entitled to have documents or information sent to him at that address but otherwise:

- (a) no such member shall be entitled to receive any document or information from the company; and
- (b) without prejudice to the generality of the foregoing, any notice of a general meeting of the company which is in fact sent or purports to be sent to such member shall be ignored for the purpose of determining the validity of the proceedings at such general meeting.

Proof of sending/ when notices etc. deemed sent by post

131. Proof that a document or information sent in hard copy form was properly addressed, prepaid and posted shall be conclusive evidence that the document or information was sent. A document or information sent by the company to a member by post shall be deemed to have been received:

- (a) if sent by first class post or special delivery post from an address in the United Kingdom to another address in the United Kingdom, or by a postal service similar to first class post or special delivery post from an address in another country to another address in that other country, on the day following that on which the document or information was posted;
- (b) if sent by airmail from an address in the United Kingdom to an address outside the United Kingdom, or from an address in another country to an address outside that country (including without limitation an address in the United Kingdom), on the third day following that on which the document or information was posted;
- (c) in any other case, on the second day following that on which the document or information was posted.

When notices etc. deemed sent by hand

132. A document or information sent by the Company to a member by hand shall be deemed to have been received by the member when it is handed to the member or left at his registered address or an address notified to the Company in accordance with Article 130.

When notices etc. deemed sent by electronic means

133. Proof that a document or information sent or supplied by electronic means was properly addressed shall be conclusive evidence that the document or information was sent or supplied. A document or information sent or supplied by the company to a member by electronic means shall be deemed to have been received by the member on the day following that on which the document or information was sent to the member. Such document or information shall be deemed received by the member on that day notwithstanding that the company becomes aware that the member has failed to receive the relevant document or information for any reason and notwithstanding that the company subsequently sends a hard copy of such document or information by post to the member.

Notice sent by website

134. A document or information sent or supplied by the company to a member by means of a website shall be deemed to have been received by the member:

- (a) when the document or information was first made available on the website; or
- (b) if later, when the member is deemed by article 131, 132 or 133 to have received notice of the fact that the document or information was available on the website. Such a document or information shall be deemed received by the member on that day notwithstanding that the company becomes aware that the member has failed to receive the relevant document or information for any reason and notwithstanding that the company subsequently sends a hard copy of such document or information by post to the member.

Notice to persons entitled by transmission

135. A document or information may be sent or supplied by the company to the person or persons entitled by transmission to a share by sending it, in any manner the company may choose authorised by these articles for the sending of a document or information to a member, addressed to them by name, or by the title of representative of the deceased, or trustee of the bankrupt or by any similar description at the address (if any) within the United Kingdom as may be supplied for that purpose by or on behalf of the person or persons claiming to be so entitled. Until such an address has been supplied, a document or information may be sent in any manner in which it might have been sent if the death or bankruptcy or other event giving rise to the transmission had not occurred.

WINDING UP

Liquidator may distribute in specie

136. If the company is wound up, the liquidator may, with the sanction of a special resolution of the company and any other sanction required by the Insolvency Act 1986, divide among the members in specie the whole or any part of the assets of the company and may, for that purpose, value any assets and determine how the division shall be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members as he with the like sanction

determines and determine the scope and terms of those trusts, but no member shall be compelled to accept any assets upon which there is a liability.

INDEMNITY

**Indemnity to
directors and
officers**

137. Subject to the provisions of the Companies Acts, but without prejudice to any indemnity to which the person concerned may otherwise be entitled, every director or other officer of the company (other than any person (whether an officer or not) engaged by the company as auditor) shall be indemnified out of the assets of the company against any liability incurred by him for negligence, default, breach of duty or breach of trust in relation to the affairs of the company, provided that this article shall be deemed not to provide for, or entitle any such person to, indemnification to the extent that it would cause this article, or any element of it, to be treated as void under the Act.

PSC05

Change of details of relevant legal entity (RLE) with significant control



Go online to file this information
www.gov.uk/companieshouse



A22 23/09/2017 #41
COMPANIES HOUSE

SATURDAY

✓ **What this form is for**
You may use this form to give notice of a change to the details of a relevant legal entity (RLE).

✗ **What this form is NOT for**
You cannot use this form if changing the details of an individual (use PSC04); or other registrable person (ORP) (use PSC06).

1 Company details

Company number

Company name in full

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

All fields are mandatory unless specified or indicated by *

2 RLE's current details ①

Corporate body/firm name

① **Current details**
This information is used to identify the details on the public record

3 Date of change of details ②

Date of change of details

Please complete the appropriate sections to indicate which details have changed.

② **Please enter the date that the change occurred.**
Give details of all of the changes that occurred on this date. If you need to enter more than one date, please use a separate form

4 Change of name

Change of corporate body/firm name

5 Change of registered or principal office address ③

Building name/number

Street

Post town

County/Region

Postcode

Country

③ **Registered or principal office address**
This is the address that will appear on the public record.

PSC05

Change of details of relevant legal entity (RLE) with significant control

6

Change of legal form and/or governing law

Please show any change of details of the legal form of the RLE and/or the law by which it is governed. If applicable, please detail any change to the register in which it is entered (including the country/state) and any new registration number in that register.

Legal form	
Governing law	
If applicable, register in which RLE is entered ①	
Country/State ①	
Registration number ①	

① Registration number

Where you have provided details of the register (including country/state) where the RLE is registered, you must also provide its number in that register

7

Nature of control for the RLE ②

Please indicate how the RLE has significant control over the company.

Ownership of shares

The RLE holds, directly or indirectly, the following percentage of shares in the company (tick only one):

- more than 25% but not more than 50%
- more than 50% but less than 75%
- 75% or more

Ownership of voting rights

The RLE holds, directly or indirectly, the following percentage of voting rights in the company (tick only one):

- more than 25% but not more than 50%
- more than 50% but less than 75%
- 75% or more

Ownership of right to appoint/remove directors

- The RLE holds the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company

Significant influence or control (only tick if none of the above apply)

- The RLE has the right to exercise, or actually exercises, significant influence or control over the company

② Tick each that apply.

Tick any new conditions that apply to the RLE, as well as any which continue to apply.

Only tick the 4th statement (Significant influence or control) if none of the previous statements apply.

PSC05

Change of details of relevant legal entity (RLE) with significant control

8

Nature of control by a firm over which the RLE has significant control ¹

The RLE has the right to exercise or actually exercises significant influence or control over the activities of a firm that is not a legal person under its governing law, and:

the members of that firm (in their capacity as such) hold, directly or indirectly, the following percentage of shares in the company (tick only one):

- more than 25% but not more than 50%
- more than 50% but less than 75%
- 75% or more

the members of that firm (in their capacity as such) hold, directly or indirectly, the following percentage of voting rights in the company (tick only one):

- more than 25% but not more than 50%
- more than 50% but less than 75%
- 75% or more

the members of that firm (in their capacity as such) hold the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company

the members of that firm (in their capacity as such) have the right to exercise, or actually exercise, significant influence or control over the company

1 Tick each that apply.

Tick any new conditions that apply to the members of the firm, as well as any which continue to apply

PSC05

Change of details of relevant legal entity (RLE) with significant control

9

Nature of control by a trust over which the RLE has significant control ①

The RLE has the right to exercise or actually exercises significant influence or control over the activities of a trust and:

the trustees of that trust (in their capacity as such) hold, directly or indirectly, the following percentage of shares in the company (tick only one):

- more than 25% but not more than 50%
- more than 50% but less than 75%
- 75% or more

the trustees of that trust (in their capacity as such) hold, directly or indirectly, the following percentage of voting rights in the company (tick only one):

- more than 25% but not more than 50%
- more than 50% but less than 75%
- 75% or more

the trustees of that trust (in their capacity as such) hold the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company

the trustees of that trust (in their capacity as such) have the right to exercise, or actually exercise, significant influence or control over the company

① Tick each that apply.

Tick any new conditions that apply to the trustees of the trust, as well as any which continue to apply.

10

Signature

I am signing this form on behalf of the company.

Signature

Signature

X



X

② Person authorised

Under either section 270 or 274 of the Companies Act 2006.

This form may be signed by:

Director, Secretary, Person authorised ②, Administrator, Administrative receiver, Receiver, Receiver manager, Charity commission receiver and manager, CIC manager, Judicial factor.

PSC05

Change of details of relevant legal entity (RLE) with significant control

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 **CAROLE FENWICK (306466.0001)**

Company name **Birketts LLP**

Address **24-26 Museum Street**

Post town **Ipswich**

County/Region **Suffolk**

Postcode **I P 1 1 H Z**

Country **England**

DX **DX 3206 IPSWICH**

Telephone **01473 232300**

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 completed in Section 3 the date of change of details.
- You have entered the relevant change of details.
- You have signed the form.

Important information

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,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

Further information

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

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

PSC04

Change of details of individual person with significant control (PSC)



Go online to file this information
www.gov.uk/companieshouse

SATURDAY



A22 *A6FKYS28* #43
23/09/2017
COMPANIES HOUSE

What this form is for

You may use this form to give notice of a change to the details of an individual who is a person with significant control (PSC).

What this form is NOT for

You cannot use this form to change the details of a relevant legal person (PSC05) or an other registered person (ORP) (use PSC06).

Don't use this form if any individual PSC is applying or has applied for protection from having their details disclosed on the public register.
Contact secureforms@companieshouse.gov.uk to get the correct form.

1 Company details

Company number

Company name in full

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

All fields are mandatory unless specified or indicated by *

2 Individual's current details ¹

Month/year of birth* ²

Title*

Full forename(s)

Surname

1 Current details
This information is used to identify the details on the public record

2 This is voluntary information and if completed it will be placed on the public record

3 Date of change of details ³

Date of change of details

Please complete the appropriate sections to indicate which details have changed on this date.

3 Please enter the date that the change occurred.
Give details of all of the changes that occurred on this date. If you need to enter more than one date, please use a separate form.

4 Change of name

Title*

Full forename(s) ⁴

Surname ⁴

4 New name
Please enter the new name

5 Change of service address ⁵

Building name/number

Street

Post town

County/Region

Postcode

Country

5 Service address
This is the address that will appear on the public record. This does not have to be the individual's residential address.

If you provide the individual's residential address here it will appear on the public record

Please complete Section 5a if the individual's usual residential address has changed.

PSC04

Change of details of individual person with significant control (PSC)

6 Change of other details

Change of Country/
State of residence

Change of nationality

7 Change of nature of control ①

Please indicate how the individual is a person with significant control over the company

Ownership of shares

The individual holds, directly or indirectly, the following percentage of shares in the company (tick only one):

- more than 25% but not more than 50%
- more than 50% but less than 75%
- 75% or more

Ownership of voting rights

The individual holds, directly or indirectly, the following percentage of voting rights in the company (tick only one):

- more than 25% but not more than 50%
- more than 50% but less than 75%
- 75% or more

Ownership of right to appoint/remove directors

- The individual holds, directly or indirectly, the right to appoint or remove a majority of the board of directors of the company

Significant influence or control (Only tick if none of the above apply)

- The individual has the right to exercise, or actually exercises, significant influence or control over the company.

① Tick each that apply

Tick any new conditions that apply to the individual, as well as any which continue to apply.

Only tick the 4th statement (Significant influence or control) if none of the previous statements apply.

PSC04

Change of details of individual person with significant control (PSC)

8

Nature of control by a firm over which the individual has significant control ¹

The individual has the right to exercise or actually exercises significant influence or control over the activities of a firm that is not a legal person under its governing law, and:

the members of that firm (in their capacity as such) hold, directly or indirectly, the following percentage of shares in the company (tick only one):

- more than 25% but not more than 50%
- more than 50% but less than 75%
- 75% or more

the members of that firm (in their capacity as such) hold, directly or indirectly, the following percentage of voting rights in the company (tick only one):

- more than 25% but not more than 50%
- more than 50% but less than 75%
- 75% or more

the members of that firm (in their capacity as such) hold the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company

the members of that firm (in their capacity as such) have the right to exercise, or actually exercise, significant influence or control over the company.

¹ Tick each that apply

Tick any new conditions that apply to the members of the firm, as well as any which continue to apply

PSC04

Change of details of individual person with significant control (PSC)

9

Nature of control by a trust over which the individual has significant control ①

The individual has the right to exercise or actually exercises significant influence or control over the activities of a trust and:

the trustees of that trust (in their capacity as such) hold, directly or indirectly, the following percentage of shares in the company (tick only one):

- more than 25% but not more than 50%
- more than 50% but less than 75%
- 75% or more

the trustees of that trust (in their capacity as such) hold, directly or indirectly, the following percentage of voting rights in the company (tick only one):

- more than 25% but not more than 50%
- more than 50% but less than 75%
- 75% or more

the trustees of that trust (in their capacity as such) hold the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company

the trustees of that trust (in their capacity as such) have the right to exercise, or actually exercise, significant influence or control over the company.

① Tick each that apply

Tick any new conditions that apply to the trustees of the trust, as well as any which continue to apply.

10

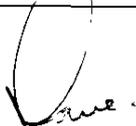
Signature

I am signing this form on behalf of the company.

Signature

Signature

X



X

This form may be signed by:

Director, Secretary, Person authorised ②, Administrator, Administrative receiver, Receiver, Receiver manager, Charity commission receiver and manager, CIC manager, Judicial factor.

② Person authorised

Under either section 270 or 274 of the Companies Act 2006

You must not send this form unless the individual with significant control has confirmed to you that the details of the change are correct.

PSC04

Change of details of individual person with significant control (PSC)



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 Emma Bysouth 316446.0001

Company name Birketts LLP

Address 24-26 Museum Street

Post town Ipswich

County/Region Suffolk

Postcode IP1 1HZ

Country England

DX DX 3206 IPSWICH

Telephone 01473 232300



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 completed in Section 3 the date of change of details.
- Any new address must be a physical location. They cannot be a PO Box number (unless part of a full service address), DX or LP (Legal Post in Scotland) number.
- You have entered the relevant change of details.
- You have signed the form.



Important information

All information on this form will appear on the public record, apart from information relating to usual residential addresses.



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,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

Section 790ZF exemption

If you are applying for, or have been granted a section 790ZF exemption, please post this whole form to the different postal address below:

The Registrar of Companies, PO Box 4082,
Cardiff, CF14 3WE.



Further information

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

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

PSC04

Change of details of individual person with significant control (PSC)



Go online to file this information
www.gov.uk/companieshouse

SATURDAY



A22 *A6FKYS2G* 23/09/2017 #44
COMPANIES HOUSE

What this form is for
You may use this form to give notice of a change to the details of an individual who is a person with significant control (PSC).

What this form is NOT for
You cannot use this form to change the details of a relevant legal entity (use PSC05) or an other registrable person (ORP) (use PSC06).

Don't use this form if any individual PSC is applying or has applied for protection from having their details disclosed on the public register.
Contact secureforms@companieshouse.gov.uk to get the correct form.

1 Company details

Company number

Company name in full

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

All fields are mandatory unless specified or indicated by *

2 Individual's current details ①

Month/year of birth* ②

Title*

Full forename(s)

Surname

① **Current details**
This information is used to identify the details on the public record.

② This is voluntary information and if completed it will be placed on the public record.

3 Date of change of details ③

Date of change of details

Please complete the appropriate sections to indicate which details have changed on this date.

③ **Please enter the date that the change occurred.**
Give details of all of the changes that occurred on this date. If you need to enter more than one date, please use a separate form.

4 Change of name

Title*

Full forename(s) ④

Surname ④

④ **New name**
Please enter the new name.

5 Change of service address ⑤

Building name/number

Street

Post town

County/Region

Postcode

Country

⑤ **Service address**
This is the address that will appear on the public record. This does not have to be the individual's residential address.

If you provide the individual's residential address here it will appear on the public record.

Please complete Section 5a if the individual's usual residential address has changed.

PSC04

Change of details of individual person with significant control (PSC)

6

Change of other details

Change of Country/
State of residence

Change of nationality

7

Change of nature of control ¹

Please indicate how the individual is a person with significant control over the company

Ownership of shares

The individual holds, directly or indirectly, the following percentage of shares in the company (tick only one):

- more than 25% but not more than 50%
- more than 50% but less than 75%
- 75% or more

Ownership of voting rights

The individual holds, directly or indirectly, the following percentage of voting rights in the company (tick only one):

- more than 25% but not more than 50%
- more than 50% but less than 75%
- 75% or more

Ownership of right to appoint/remove directors

- The individual holds, directly or indirectly, the right to appoint or remove a majority of the board of directors of the company

Significant influence or control (Only tick if none of the above apply)

- The individual has the right to exercise, or actually exercises, significant influence or control over the company.

¹ Tick each that apply

Tick any new conditions that apply to the individual, as well as any which continue to apply.

Only tick the 4th statement (Significant influence or control) if none of the previous statements apply

PSC04

Change of details of individual person with significant control (PSC)

8

Nature of control by a firm over which the individual has significant control ①

The individual has the right to exercise or actually exercises significant influence or control over the activities of a firm that is not a legal person under its governing law, and:

the members of that firm (in their capacity as such) hold, directly or indirectly, the following percentage of shares in the company (tick only one):

- more than 25% but not more than 50%
- more than 50% but less than 75%
- 75% or more

the members of that firm (in their capacity as such) hold, directly or indirectly, the following percentage of voting rights in the company (tick only one):

- more than 25% but not more than 50%
- more than 50% but less than 75%
- 75% or more

the members of that firm (in their capacity as such) hold the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company

the members of that firm (in their capacity as such) have the right to exercise, or actually exercise, significant influence or control over the company.

① Tick each that apply

Tick any new conditions that apply to the members of the firm, as well as any which continue to apply

PSC04

Change of details of individual person with significant control (PSC)

9 Nature of control by a trust over which the individual has significant control ①

The individual has the right to exercise or actually exercises significant influence or control over the activities of a trust and:

the trustees of that trust (in their capacity as such) hold, directly or indirectly, the following percentage of shares in the company (tick only one):

- more than 25% but not more than 50%
- more than 50% but less than 75%
- 75% or more

the trustees of that trust (in their capacity as such) hold, directly or indirectly, the following percentage of voting rights in the company (tick only one):

- more than 25% but not more than 50%
- more than 50% but less than 75%
- 75% or more
- the trustees of that trust (in their capacity as such) hold the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company
- the trustees of that trust (in their capacity as such) have the right to exercise, or actually exercise, significant influence or control over the company.

① Tick each that apply

Tick any new conditions that apply to the trustees of the trust, as well as any which continue to apply.

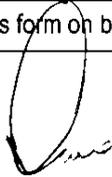
10 Signature

I am signing this form on behalf of the company.

Signature

Signature

X



X

This form may be signed by:
Director, Secretary, Person authorised ②, Administrator, Administrative receiver, Receiver, Receiver manager, Charity commission receiver and manager, CIC manager, Judicial factor.

② Person authorised

Under either section 270 or 274 of the Companies Act 2006.

You must not send this form unless the individual with significant control has confirmed to you that the details of the change are correct

PSC04

Change of details of individual person with significant control (PSC)

 **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 Emma Bysouth 316446.0001

Company name Birketts LLP

Address 24-26 Museum Street

Post town Ipswich

County/Region Suffolk

Postcode I P 1 1 H Z

Country England

DX DX 3206 IPSWICH

Telephone 01473 232300

 **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 completed in Section 3 the date of change of details.
- Any new address must be a physical location. They cannot be a PO Box number (unless part of a full service address), DX or LP (Legal Post in Scotland) number.
- You have entered the relevant change of details.
- You have signed the form.

 **Important information**

All information on this form will appear on the public record, apart from information relating to usual residential addresses.

 **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, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

Section 790ZF exemption
If you are applying for, or have been granted a section 790ZF exemption, please post this whole form to the different postal address below:
The Registrar of Companies, PO Box 4082, Cardiff, CF14 3WE.

 **Further information**

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

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

PSC04

Change of details of individual person with significant control (PSC)



Go online to file this information
www.gov.uk/companieshouse



A6FKYS2W
A22 23/09/2017 #46
COMPANIES HOUSE

What this form is for
You may use this form to give notice of a change to the details of an individual who is a person with significant control (PSC).

What this form is NOT for
You cannot use this form to change the details of a relevant legal person (use PSC05) or an other registered person (ORP) (use PSC06).

SATURDAY

Don't use this form if any individual PSC is applying or has applied for protection from having their details disclosed on the public register.
Contact secureforms@companieshouse.gov.uk to get the correct form.

1 Company details

Company number	0	3	1	9	8	8	2	3
Company name in full	MAGDALENE LIMITED							

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

All fields are mandatory unless specified or indicated by *

2 Individual's current details ①

Month/year of birth* ②	X	X	m	0	m	4	y	1	y	9	y	6	y	0
Title*	MR													
Full forename(s)	ANTHONY													
Surname	CRANE													

① **Current details**
This information is used to identify the details on the public record.

② This is voluntary information and if completed it will be placed on the public record.

3 Date of change of details ③

Date of change of details	d	0	d	6	m	0	m	4	y	2	y	0	y	1	y	6
Please complete the appropriate sections to indicate which details have changed on this date.																

③ **Please enter the date that the change occurred.**
Give details of all of the changes that occurred on this date. If you need to enter more than one date, please use a separate form.

4 Change of name

Title*	
Full forename(s) ④	
Surname ④	

④ **New name**
Please enter the new name.

5 Change of service address ⑤

Building name/number	
Street	
Post town	
County/Region	
Postcode	
Country	

⑤ **Service address**
This is the address that will appear on the public record. This does not have to be the individual's residential address.

If you provide the individual's residential address here it will appear on the public record.

Please complete Section 5a if the individual's usual residential address has changed.

PSC04

Change of details of individual person with significant control (PSC)

6

Change of other details

Change of Country/
State of residence

Change of nationality

7

Change of nature of control ¹

Please indicate how the individual is a person with significant control over the company

Ownership of shares

The individual holds, directly or indirectly, the following percentage of shares in the company (tick only one):

- more than 25% but not more than 50%
- more than 50% but less than 75%
- 75% or more

Ownership of voting rights

The individual holds, directly or indirectly, the following percentage of voting rights in the company (tick only one):

- more than 25% but not more than 50%
- more than 50% but less than 75%
- 75% or more

Ownership of right to appoint/remove directors

- The individual holds, directly or indirectly, the right to appoint or remove a majority of the board of directors of the company

Significant influence or control (Only tick if none of the above apply)

- The individual has the right to exercise, or actually exercises, significant influence or control over the company.

¹ Tick each that apply

Tick any new conditions that apply to the individual, as well as any which continue to apply.

Only tick the 4th statement (Significant influence or control) if none of the previous statements apply.

PSC04

Change of details of individual person with significant control (PSC)

8

Nature of control by a firm over which the individual has significant control ¹

The individual has the right to exercise or actually exercises significant influence or control over the activities of a firm that is not a legal person under its governing law, and:

the members of that firm (in their capacity as such) hold, directly or indirectly, the following percentage of shares in the company (tick only one):

- more than 25% but not more than 50%
- more than 50% but less than 75%
- 75% or more

the members of that firm (in their capacity as such) hold, directly or indirectly, the following percentage of voting rights in the company (tick only one):

- more than 25% but not more than 50%
- more than 50% but less than 75%
- 75% or more

the members of that firm (in their capacity as such) hold the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company

the members of that firm (in their capacity as such) have the right to exercise, or actually exercise, significant influence or control over the company.

¹ Tick each that apply

Tick any new conditions that apply to the members of the firm, as well as any which continue to apply.

PSC04

Change of details of individual person with significant control (PSC)

9 Nature of control by a trust over which the individual has significant control ¹

The individual has the right to exercise or actually exercises significant influence or control over the activities of a trust and:

the trustees of that trust (in their capacity as such) hold, directly or indirectly, the following percentage of shares in the company (tick only one):

- more than 25% but not more than 50%
- more than 50% but less than 75%
- 75% or more

the trustees of that trust (in their capacity as such) hold, directly or indirectly, the following percentage of voting rights in the company (tick only one):

- more than 25% but not more than 50%
- more than 50% but less than 75%
- 75% or more

the trustees of that trust (in their capacity as such) hold the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company

the trustees of that trust (in their capacity as such) have the right to exercise, or actually exercise, significant influence or control over the company.

¹ Tick each that apply

Tick any new conditions that apply to the trustees of the trust, as well as any which continue to apply

10 Signature

I am signing this form on behalf of the company.

Signature

Signature

X



X

This form may be signed by:
Director, Secretary, Person authorised ², Administrator, Administrative receiver, Receiver, Receiver manager, Charity commission receiver and manager, CIC manager, Judicial factor.

² Person authorised

Under either section 270 or 274 of the Companies Act 2006

You must not send this form unless the individual with significant control has confirmed to you that the details of the change are correct.

PSC04

Change of details of individual person with significant control (PSC)

 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 Emma Bysouth 316446.0001						
Company name Birketts LLP						
Address 24-26 Museum Street						
Post town Ipswich						
County/Region Suffolk						
Postcode <table border="1"><tr><td>I</td><td>P</td><td>1</td><td>1</td><td>H</td><td>Z</td></tr></table>	I	P	1	1	H	Z
I	P	1	1	H	Z	
Country England						
DX DX 3206 IPSWICH						
Telephone 01473 232300						

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 completed in Section 3 the date of change of details.
- Any new address must be a physical location. They cannot be a PO Box number (unless part of a full service address), DX or LP (Legal Post in Scotland) number.
- You have entered the relevant change of details.
- You have signed the form.

Important information

All information on this form will appear on the public record, apart from information relating to usual residential addresses.

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,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

Section 790ZF exemption

If you are applying for, or have been granted a section 790ZF exemption, please post this whole form to the different postal address below:

The Registrar of Companies, PO Box 4082,
Cardiff, CF14 3WE.

Further information

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PSC04

Change of details of individual person with significant control (PSC)



Go online to file this information
www.gov.uk/companieshouse

SATURDAY



A6FKYS20

A22

23/09/2017

#45

COMPANIES HOUSE

www.gov.uk/companieshouse

What this form is for

You may use this form to give notice of a change to the details of an individual who is a person with significant control (PSC).

What this form is NOT for

You cannot use this form to file the details of a relevant legal entity (use PSC05) or an other registrable person (ORP) (use PSC06).

**Don't use this form if any individual PSC is applying or has applied for protection from having their details disclosed on the public register.
Contact secureforms@companieshouse.gov.uk to get the correct form.**

1 Company details

Company number

Company name in full

→ Filling in this form
Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2 Individual's current details ①

Month/year of birth* ②

Title*

Full forename(s)

Surname

① Current details
This information is used to identify the details on the public record

② This is voluntary information and if completed it will be placed on the public record

3 Date of change of details ③

Date of change of details

Please complete the appropriate sections to indicate which details have changed on this date.

③ Please enter the date that the change occurred.
Give details of all of the changes that occurred on this date. If you need to enter more than one date, please use a separate form.

4 Change of name

Title*

Full forename(s) ④

Surname ④

④ New name
Please enter the new name.

5 Change of service address ⑤

Building name/number

Street

Post town

County/Region

Postcode

Country

⑤ Service address
This is the address that will appear on the public record. This does not have to be the individual's residential address

If you provide the individual's residential address here it will appear on the public record

Please complete Section 5a if the individual's usual residential address has changed.

PSC04

Change of details of individual person with significant control (PSC)

6**Change of other details**Change of Country/
State of residence

Change of nationality

7**Change of nature of control ①**

Please indicate how the individual is a person with significant control over the company

Ownership of shares

The individual holds, directly or indirectly, the following percentage of shares in the company (tick only one):

- more than 25% but not more than 50%
- more than 50% but less than 75%
- 75% or more

Ownership of voting rights

The individual holds, directly or indirectly, the following percentage of voting rights in the company (tick only one):

- more than 25% but not more than 50%
- more than 50% but less than 75%
- 75% or more

Ownership of right to appoint/remove directors

- The individual holds, directly or indirectly, the right to appoint or remove a majority of the board of directors of the company

Significant influence or control (Only tick if none of the above apply)

- The individual has the right to exercise, or actually exercises, significant influence or control over the company.

① Tick each that apply

Tick any new conditions that apply to the individual, as well as any which continue to apply.

Only tick the 4th statement (Significant influence or control) if none of the previous statements apply.

PSC04

Change of details of individual person with significant control (PSC)

8

Nature of control by a firm over which the individual has significant control ¹

The individual has the right to exercise or actually exercises significant influence or control over the activities of a firm that is not a legal person under its governing law, and:

the members of that firm (in their capacity as such) hold, directly or indirectly, the following percentage of shares in the company (tick only one):

- more than 25% but not more than 50%
- more than 50% but less than 75%
- 75% or more

the members of that firm (in their capacity as such) hold, directly or indirectly, the following percentage of voting rights in the company (tick only one):

- more than 25% but not more than 50%
- more than 50% but less than 75%
- 75% or more

the members of that firm (in their capacity as such) hold the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company

the members of that firm (in their capacity as such) have the right to exercise, or actually exercise, significant influence or control over the company.

¹ Tick each that apply

Tick any new conditions that apply to the members of the firm, as well as any which continue to apply.

PSC04

Change of details of individual person with significant control (PSC)

9 Nature of control by a trust over which the individual has significant control ①

The individual has the right to exercise or actually exercises significant influence or control over the activities of a trust and:

the trustees of that trust (in their capacity as such) hold, directly or indirectly, the following percentage of shares in the company (tick only one):

- more than 25% but not more than 50%
- more than 50% but less than 75%
- 75% or more

the trustees of that trust (in their capacity as such) hold, directly or indirectly, the following percentage of voting rights in the company (tick only one):

- more than 25% but not more than 50%
- more than 50% but less than 75%
- 75% or more
- the trustees of that trust (in their capacity as such) hold the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company
- the trustees of that trust (in their capacity as such) have the right to exercise, or actually exercise, significant influence or control over the company.

① Tick each that apply

Tick any new conditions that apply to the trustees of the trust, as well as any which continue to apply.

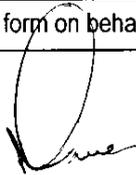
10 Signature

I am signing this form on behalf of the company.

Signature

Signature

X



X

This form may be signed by:
Director, Secretary, Person authorised ②, Administrator, Administrative receiver, Receiver, Receiver manager, Charity commission receiver and manager, CIC manager, Judicial factor.

② Person authorised

Under either section 270 or 274 of the Companies Act 2006

You must not send this form unless the individual with significant control has confirmed to you that the details of the change are correct

PSC04

Change of details of individual person with significant control (PSC)

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 Emma Bysouth 316446.0001

Company name Birketts LLP

Address 24-26 Museum Street

Post town Ipswich

County/Region Suffolk

Postcode I P 1 1 H Z

Country England

DX DX 3206 IPSWICH

Telephone 01473 232300

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 completed in Section 3 the date of change of details.
- Any new address must be a physical location. They cannot be a PO Box number (unless part of a full service address), DX or LP (Legal Post in Scotland) number.
- You have entered the relevant change of details.
- You have signed the form.

Important information

All information on this form will appear on the public record, apart from information relating to usual residential addresses.

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:

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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, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

Section 790ZF exemption
If you are applying for, or have been granted a section 790ZF exemption, please post this whole form to the different postal address below:
The Registrar of Companies, PO Box 4082, Cardiff, CF14 3WE.

Further information

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

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

Second filing of a document previously delivered

✓ What this form is for
 You can only use this form to file a second filing of a document delivered under the Companies Act 2006 on or after 1 October 2009 that held inaccuracies.
 A second filing of a document must only be filed where it is providing corrected information that has been properly delivered but inaccuracies still appear on the register.

✗ What this form is NOT for
 You cannot use this form to file a second filing of a document under the Companies Act 1986 or the Companies (Northern Ireland) Order 1986 regardless of when delivered.
 A second filing of a document cannot be filed where it is correcting information that was originally not properly delivered. Form RP01 must be used in these circumstances.

SATURDAY



A22 *A6FKYS08* #34
 23/09/2017
 COMPANIES HOUSE

1 Company details

Company number

0	3	1	9	8	8	2	3
---	---	---	---	---	---	---	---

Company name in full

→ Filling in this form
 Please complete in typescript or in bold black capitals
 All fields are mandatory unless specified or indicated by *

2 Applicable documents

- This form **only** applies to the following forms:
- AP01 Appointment of director
 - AP02 Appointment of corporate director
 - AP03 Appointment of secretary
 - AP04 Appointment of corporate secretary

 - CH01 Change of director's details
 - CH02 Change of corporate director's details
 - CH03 Change of secretary's details
 - CH04 Change of corporate secretary's details

 - TM01 Termination of appointment of director
 - TM02 Termination of appointment of secretary

 - SH01 Return of allotment of shares

 - AR01 Annual Return

 - CS01 Confirmation statement (Parts 1-4 only)

 - PSC01 Notice of individual person with significant control (PSC)
 - PSC02 Notice of relevant legal entity (RLE) with significant control
 - PSC03 Notice of other registrable person (ORP) with significant control
 - PSC04 Change of details of individual person with significant control (PSC)
 - PSC05 Change of details of relevant legal entity (RLE) with significant control
 - PSC06 Change of details of other registrable person (ORP) with significant control
 - PSC07 Notice of ceasing to be a person with significant control (PSC), relevant legal entity (RLE), or other registrable person (ORP)
 - PSC08 Notification of PSC statements
 - PSC09 Update to PSC statements

RP04

Second filing of a document previously delivered

3 Description of the original document

Document type ①

AR01 (ANNUAL RETURN)

① Description of the original document

Please enter the document type (e.g. a Return of allotment of shares — SH01) and any distinguishing information if more than one document of that type was filed on the same day.

Date of registration of the original document

d0 d8 m0 m5 y2 y0 y1 y6

4 Section 243 or 790ZF Exemption ②

If you are applying for, or have been granted, exemption under section 243 or 790ZF of the Companies Act 2006 and the document(s) you are updating contain(s) your usual residential address, please post this form along with the updated document(s) to the address below:

The Registrar of Companies, PO BOX 4082, Cardiff, CF14 3WE.

② If you are currently in the process of applying for or have been granted a Section 243 or 790ZF exemption, you may wish to check that you have not entered your usual residential address as the service address in the accompanying form (e.g. AP01 or CH01).

RP04

Second filing of a document previously delivered



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 Emma Bysouth (316446.0001)

Company name Birketts LLP

Address 24-26 Museum Street

Post town Ipswich

County/Region Suffolk

Postcode I P 1 1 H Z

Country England

DX DX 3206 IPSWICH

Telephone 01473 232300



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 can only use this form to file a second filing of a document delivered to the Registrar of Companies under the Companies Act 2006 on or after 1 October 2009 that held inaccuracies.
- If you are updating a document where you have previously paid a fee, do not send a fee along with this form.
- You have enclosed the second filed document(s).
- If the company to which this document relates has signed up to the PROOF (PROtected Online Filing) scheme, you must also deliver with this form, and the second filed document(s), a PR03 form 'Consent for paper filing.'



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,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

Section 243 or 790ZF exemption

If you are applying for or have been granted a section 243 or 790ZF exemption, please post this whole form to the different postal address below:
The Registrar of Companies, PO Box 4082,
Cardiff, CF14 3WE.



Further information

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

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

AR01 2015

Annual Return



Go online to file this information
www.gov.uk/companieshouse

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

What this form is for
You may use this form to confirm
that the company information is
correct as at the date of this return.
You must file an Annual Return at
least once every year.

What this form is NOT for
You cannot use this form to
notice of changes to the com
officers, registered office add
company type or information
relating to the company records.

SAT

A22 *A6FKYS00* #33
23/09/2017
COMPANIES HOUSE

Part 1 Company details

The section must be completed by all companies.

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

All fields are mandatory unless
specified or indicated by *

A1 Company details

Company number 0 3 1 9 8 8 2 3

Company name in full **MAGDALENE LIMITED**

❶ **Company name change**
If your company has recently
changed its name, please provide
the company name as at the date of
this return.

A2 Return date

Please give the annual return made up date. The return date must not be a future
date. The annual return must be delivered within 28 days of the date given below.

Date of this return ❷ ^d0 ^d8 ^m0 ^m5 ^y2 ^y0 ^y1 ^y6

❷ **Date of this return**
Your company's return date
is usually the anniversary of
incorporation or the anniversary
of the last annual return filed at
Companies House. You may choose
an earlier return date but it must not
be a later date.

A3 Principal business activity

Please show the trade classification code number(s) for the principal
activity or activities. ❸

Classification code 1 6 1 1 0 0

Classification code 2 6 1 2 0 0

Classification code 3

Classification code 4

If you cannot determine a code, please give a brief description of your
business activity below:

Principal activity
description

❸ **Principal business activity**
You must provide a trade
classification code (SIC code 2007)
or a description of your company's
main business in this section.

A full list of the trade classification
codes are available on our website:
www.gov.uk/companieshouse

AR01 2015
Annual Return

A4

Company type ①

Please confirm your company type by ticking the appropriate box below (only one box must be ticked):

- Public limited company
- Private company limited by shares
- Private company limited by guarantee
- Private company limited by shares exempt under section 60
- Private company limited by guarantee exempt under section 60
- Private unlimited company with share capital
- Private unlimited company without share capital

① Company type

If you are unsure of your company type, please check your latest certificate of incorporation or our website.
www.gov.uk/companieshouse

A5

Registered office address ②

Building name/number	MAGDALANE HOUSE
Street	COMPASS POINT BUSINESS PARK STOCKS BRIDGE WAY
Post town	ST IVES
County/Region	CAMBRIDGESHIRE
Postcode	P E 2 7 5 J L

② Change of registered office

This must agree with the address that is held on the Companies House record at the date of this return

If the registered office address has changed, you should complete form **AD01** and submit it together with this annual return.

A6

Single alternative inspection location (SAIL) of the company records (if applicable) ③

Building name/number	
Street	
Post town	
County/Region	
Postcode	

③ SAIL address

This must agree with the address that is held on the Companies House record at the date of this return.

If the address has changed, you should complete form **AD02** and submit it together with this annual return.

A7

Location of company records ④

Please tick the appropriate box to indicate which records are kept at the SAIL address in **Section A6**:

- Register of people with significant control.
- Register of members.
- Register of directors.
- Directors' service contracts.
- Directors' indemnities.
- Register of secretaries.
- Records of resolutions etc.
- Contracts relating to purchase of own shares.
- Documents relating to redemption or purchase of own share out of capital by private company.
- Register of debenture holders.
- Report to members of outcome of investigation by public company into interests in its shares.
- Register of interests in shares disclosed to public company.
- Instruments creating charges and register of charges: England and Wales or Northern Ireland.
- Instruments creating charges and register of charges: Scotland.

④ Location of company records

If the company records are held at the registered office address, **do not** tick any of the boxes in this section.

Certain records must be kept by every company while other records are only kept by certain company types where appropriate.

If the records are not kept at the SAIL address, they must be available at the registered office.

If any of the company records have moved from the registered office to the address in Section A6 since the last annual return, you must complete form **AD03** and submit it together with this annual return.

Part 2 Officers of the company

This section should include details of the company as at the made up date of this annual return. All details must agree with those previously notified to Companies House.

Corporate officers

- For a **corporate secretary**, go to **Section B1**
- For a **corporate director**, go to **Section C1**

Individual officers

- For a **secretary** who is an individual, go to **Section D1**
- For a **director** who is an individual, go to **Section E1 and also complete Part 3**

New appointments

You cannot use this form to appoint new officers to the company. To do this, please complete the appropriate form and submit it together with this annual return:

- AP01 - for directors who are individuals
- AP02 - for a corporate director
- AP03 - for secretaries who are individuals
- AP04 - for a corporate secretary

Change to officer details

You cannot use this form to change any officer details. To do this, please complete the appropriate form and submit it together with this annual return:

- CH01 - for changes to details of directors who are individuals
- CH02 - for changes to details of a corporate director
- CH03 - for changes to details of secretary who are individuals
- CH04 - for changes to details of a corporate secretary

Continuation pages

Please use a continuation page if you need to enter more officer details.

Corporate secretary

B1 Corporate secretary's details ①	
Please use this section for corporate secretaries of the company. For a secretary who is an individual, complete Section D1-D2.	
Corporate body/firm name	
Building name/number	
Street	
Post town	
County/Region	
Postcode	<input type="text"/>
Country	

① Corporate secretary appointments
You cannot use this form to appoint a corporate secretary. To do this, please complete form **AP04** and submit it together with this annual return.

Corporate secretary details
All details must agree with those previously notified to Companies House. If you have made changes since the last annual return and have not notified us, please complete form **CH04**.

This information will appear on the public record.

Continuation pages
Please use a continuation page if you need to enter more officer details.

B2	Location of the registry of the corporate body or firm
Is the corporate secretary registered within the European Economic Area (EEA)?	
→ Yes Complete Section B3 only	
→ No Complete Section B4 only	

B3 EEA companies ②	
Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register.	
Where the company/firm is registered ③	
Registration number	

② EEA
A full list of countries of the EEA can be found in our guidance:
www.gov.uk/companieshouse

③ This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC).

B4 Non-EEA companies	
Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register.	
Legal form of the corporate body or firm	
Governing law	
If applicable, where the company/firm is registered ④	
If applicable, the registration number	

④ Non-EEA
Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register.

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Annual Return

Corporate director

C1 Corporate director's details ①		<p>① Corporate director appointments You cannot use this form to appoint a corporate director. To do this, please complete form AP02 and submit it together with this annual return.</p> <p>Corporate director details All details must agree with those previously notified to Companies House. If you have made changes since the last annual return and have not notified us, please complete form CH02.</p> <p>This information will appear on the public record.</p> <p>Continuation pages Please use a continuation page if you need to enter more officer details.</p>							
Please use this section for corporate directors of the company. For a director who is an individual, complete Section E1-E2 and Part 3.									
Corporate body/firm name									
Building name/number									
Street									
Post town									
County/Region									
Postcode	<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>								
Country									

C2 Location of the registry of the corporate body or firm	<p>Is the corporate director registered within the European Economic Area (EEA)?</p> <p>→ Yes Complete Section C3 only</p> <p>→ No Complete Section C4 only</p>
--	---

C3 EEA companies ②		<p>② EEA A full list of countries of the EEA can be found in our guidance. www.gov.uk/companieshouse</p> <p>③ This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC).</p>
Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register.		
Where the company/firm is registered ③		
Registration number		

C4 Non-EEA companies		<p>④ Non-EEA Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register.</p>
Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register.		
Legal form of the corporate body or firm		
Governing law		
If applicable, where the company/firm is registered ④		
If applicable, the registration number		

AR01 2015
Annual Return

Secretary

D1 Secretary's details ①		<p>① Secretary appointments You may not use this form to appoint a secretary. To do this, please complete form AP03 and submit it together with this annual return</p> <p>Corporate details Please use Section B1-B4 to enter corporate secretary details</p> <p>Secretary details All details must agree with those previously notified to Companies House. If you have made changes since the last annual return and have not notified us, please complete form CH03.</p> <p>② Former name(s) Please provide any previous names (including maiden or married names) which have been used for business purposes during the period of this return.</p> <p>Continuation pages Please use a continuation page if you need to enter more officer details.</p>
Please use this section for individual secretaries of the company. For a corporate secretary, complete Section B1-B4.		
Title *	MRS	
Full forename(s)	SUZANNE	
Surname	LLUCH	
Former name(s) ②		

D2 Secretary's service address ③		<p>③ Service address If you have previously notified Companies House that the service address is at 'The Company's Registered Office', please state 'The Company's Registered Office' in the address</p> <p>This information will appear on the public record.</p>
Building name/number		
Street	THE COMPANY'S REGISTERED OFFICE	
Post town		
County/Region		
Postcode	□ □ □ □ □ □ □ □	
Country		

Director

E1 Director's details ①	
Please use this section to list individual directors of the company. For a corporate director, complete Section C1-C4.	
Title *	MR
Full forename(s)	ROY ERMINIO
Surname	COOPER
Former name(s) ②	
Country/State of residence	UNITED KINGDOM
Nationality	BRITISH
Month/year of birth ③	X X ^m 1 ^m 0 ^y 1 ^y 9 ^y 5 ^y 6
Business occupation (if any)	CHIEF EXECUTIVE OFFICER

① Director appointments
You cannot use this form to appoint a director. To do this, please complete form **AP01** and submit it together with this annual return

Corporate details
Please use **Section C1-C4** to enter corporate director details

Director details
All details must agree with those previously notified to Companies House. If you have made changes since the last annual return and have not notified us, please complete form **CH01**.

② Former name(s)
Please provide any previous names (including maiden or married names) which have been used for business purposes during the period of this return

③ Month and year of birth
Please provide month and year only. Provide full date of birth in Part 3 only

Continuation pages
Please use a continuation page if you need to enter more officer details

E2 Director's service address ④	
Building name/number	
Street	THE COMPANY'S REGISTERED OFFICE
Post town	
County/Region	
Postcode	
Country	

④ Service address
If you have previously notified Companies House that the service address is at 'The Company's Registered Office', please state 'The Company's Registered Office' in the address.

This information will appear on the public record.

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Annual Return

Director

E1		Director's details ①	
		Please use this section to list individual directors of the company. For a corporate director, complete Section C1-C4.	
Title *	MR		
Full forename(s)	ANTHONY		
Surname	CRANE		
Former name(s) ②			
Country/State of residence	UNITED KINGDOM		
Nationality	BRITISH		
Month/year of birth ③	X	X	m ⁰ m ⁴ y ¹ y ⁹ y ⁶ y ⁰
Business occupation (if any)	COMPANY DIRECTOR		

① Director appointments
You cannot use this form to appoint a director. To do this, please complete form **AP01** and submit it together with this annual return

Corporate details
Please use **Section C1-C4** to enter corporate director details

Director details
All details must agree with those previously notified to Companies House. If you have made changes since the last annual return and have not notified us, please complete form **CH01**.

② Former name(s)
Please provide any previous names (including maiden or married names) which have been used for business purposes during the period of this return.

③ Month and year of birth
Please provide month and year only. Provide full date of birth in Part 3 only

Continuation pages
Please use a continuation page if you need to enter more officer details.

E2		Director's service address ④	
Building name/number			
Street	THE COMPANY'S REGISTERED OFFICE		
Post town			
County/Region			
Postcode			
Country			

④ Service address
If you have previously notified Companies House that the service address is at 'The Company's Registered Office', please state 'The Company's Registered Office' in the address.

This information will appear on the public record.

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Annual Return

Director

E1	Director's details ①	
		Please use this section to list individual directors of the company. For a corporate director, complete Section C1-C4.
Title *	MR	
Full forename(s)	DAVID	
Surname	HOPKINS	
Former name(s) ②		
Country/State of residence	UNITED KINGDOM	
Nationality	BRITISH	
Month/year of birth ③	X X m ₁ m ₀ y ₁ y ₉ y ₃ y ₈	
Business occupation (if any)	CHAIRMAN	

① Director appointments
You cannot use this form to appoint a director. To do this, please complete form AP01 and submit it together with this annual return.

Corporate details
Please use Section C1-C4 to enter corporate director details.

Director details
All details must agree with those previously notified to Companies House. If you have made changes since the last annual return and have not notified us, please complete form CH01.

② Former name(s)
Please provide any previous names (including maiden or married names) which have been used for business purposes during the period of this return

③ Month and year of birth
Please provide month and year only. Provide full date of birth in Part 3 only

Continuation pages
Please use a continuation page if you need to enter more officer details

E2	Director's service address ④	
Building name/number		
Street	THE COMPANY'S REGISTERED OFFICE	
Post town		
County/Region		
Postcode		
Country		

④ Service address
If you have previously notified Companies House that the service address is at 'The Company's Registered Office', please state 'The Company's Registered Office' in the address

This information will appear on the public record

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Annual Return

Director

E1 Director's details ①	
Please use this section to list individual directors of the company. For a corporate director, complete Section C1-C4.	
Title *	MR
Full forename(s)	MARK
Surname	TURNER
Former name(s) ②	
Country/State of residence	UNITED KINGDOM
Nationality	BRITISH
Month/year of birth ③	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="text" value="0"/> <input type="text" value="8"/> <input type="text" value="1"/> <input type="text" value="9"/> <input type="text" value="7"/> <input type="text" value="1"/>
Business occupation (if any)	

① Director appointments
You cannot use this form to appoint a director. To do this, please complete form AP01 and submit it together with this annual return

Corporate details
Please use Section C1-C4 to enter corporate director details.

Director details
All details must agree with those previously notified to Companies House. If you have made changes since the last annual return and have not notified us, please complete form CH01.

② Former name(s)
Please provide any previous names (including maiden or married names) which have been used for business purposes during the period of this return.

③ Month and year of birth
Please provide month and year only. Provide full date of birth in Part 3 only.

Continuation pages
Please use a continuation page if you need to enter more officer details

E2 Director's service address ④	
Building name/number	THE COMPANY'S REGISTERED OFFICE
Street	
Post town	
County/Region	
Postcode	<input type="text"/>
Country	

④ Service address
If you have previously notified Companies House that the service address is at 'The Company's Registered Office', please state 'The Company's Registered Office' in the address.

This information will appear on the public record

AR01 2015
Annual Return

Director

E1 Director's details ①

Please use this section to list individual directors of the company.
For a corporate director, complete Section C1-C4.

Title *							
Full forename(s)							
Surname							
Former name(s) ②							
Country/State of residence							
Nationality							
Month/year of birth ③	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <table border="1" style="display: inline-table; vertical-align: middle;"> <tr> <td>m</td><td>m</td><td>y</td><td>y</td><td>y</td><td>y</td> </tr> </table>	m	m	y	y	y	y
m	m	y	y	y	y		
Business occupation (if any)							

① Director appointments
You cannot use this form to appoint a director. To do this, please complete form **AP01** and submit it together with this annual return.

Corporate details
Please use **Section C1-C4** to enter corporate director details

Director details
All details must agree with those previously notified to Companies House. If you have made changes since the last annual return and have not notified us, please complete form **CH01**.

② Former name(s)
Please provide any previous names (including maiden or married names) which have been used for business purposes during the period of this return

③ Month and year of birth
Please provide month and year only. Provide full date of birth in Part 3 only

Continuation pages
Please use a continuation page if you need to enter more officer details

E2 Director's service address ④

Building name/number									
Street									
Post town									
County/Region									
Postcode	<table border="1" style="display: inline-table; vertical-align: middle;"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>								
Country									

④ Service address
If you have previously notified Companies House that the service address is at 'The Company's Registered Office', please state 'The Company's Registered Office' in the address

This information will appear on the public record.

Director

E1 Director's details ①							
Please use this section to list individual directors of the company. For a corporate director, complete Section C1-C4.							
Title *							
Full forename(s)							
Surname							
Former name(s) ②							
Country/State of residence							
Nationality							
Month/year of birth ③	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <table border="1" style="display: inline-table; vertical-align: middle;"> <tr> <td>m</td><td>m</td><td>y</td><td>y</td><td>y</td><td>y</td> </tr> </table>	m	m	y	y	y	y
m	m	y	y	y	y		
Business occupation (if any)							

① Director appointments
You cannot use this form to appoint a director. To do this, please complete form AP01 and submit it together with this annual return.

Corporate details
Please use Section C1-C4 to enter corporate director details.

Director details
All details must agree with those previously notified to Companies House. If you have made changes since the last annual return and have not notified us, please complete form CH01.

② Former name(s)
Please provide any previous names (including maiden or married names) which have been used for business purposes during the period of this return.

③ Month and year of birth
Please provide month and year only. Provide full date of birth in Part 3 only.

Continuation pages
Please use a continuation page if you need to enter more officer details.

E2 Director's service address ④	
Building name/number	
Street	
Post town	
County/Region	
Postcode	
Country	

④ Service address
If you have previously notified Companies House that the service address is at 'The Company's Registered Office', please state 'The Company's Registered Office' in the address.

This information will appear on the public record.



Do not remove this page

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Do not remove this page



Part 4 Statement of capital

Does your company have share capital?
 → **Yes** Complete the sections below and the following **Part 5**.
 → **No** Go to **Part 6 (Signature)**.

1 This should reflect the company's capital status at the made up date of this annual return

F1 Share capital

Complete the table(s) below to show the share capital.
Complete a separate table for each currency (if appropriate). For example, add pound sterling in 'Currency table A' and Euros in 'Currency table B'.

Currency <small>Complete a separate table for each currency</small>	Class of shares <small>E.g. Ordinary/Preference etc</small>	Number of shares	Aggregate nominal value <small>(£, €, \$, etc) Number of shares issued multiplied by nominal value</small>	Total aggregate amount unpaid, if any <small>(£, €, \$, etc) Including both the nominal value and any share premium</small>
Currency table A				
STERLING	ORDINARY A	9200	9,200.00	
STERLING	ORDINARY B	12800	12,800.00	
		Totals	22000	22,000.00
Currency table B				
		Totals		
Currency table C				
		Totals		
		Totals (including continuation pages)	22000	22,000
			Total aggregate nominal value 1	Total aggregate amount unpaid 1
				0.00

1 Please list total aggregate values in different currencies separately. For example: £100 + €100 + \$10 etc.

F2

Voting rights

Please give the prescribed particulars of rights attached to shares for each class of share shown in the statement of capital share tables in **Section F1**.

Class of share

ORDINARY A

Voting rights

THE A ORDINARY SHARES AND B ORDINARY SHARES SHALL RANK PARI PASSU IN ALL RESPECTS BUT SHALL CONSTITUTE SEPARATE CLASSES OF SHARES

Class of share

ORDINARY B

Voting rights

THE A ORDINARY SHARES AND B ORDINARY SHARES SHALL RANK PARI PASSU IN ALL RESPECTS BUT SHALL CONSTITUTE SEPARATE CLASSES OF SHARES

Class of share

Voting rights

Class of share

Voting rights

Part 5 Shareholders

Does your company have share capital?
→ **Yes** go to **Section G1** 'Companies with share capital'.
→ **No** Go to **Part 6 (Signature)**.

G1 Companies with share capital

Question 1

Were any of the company's shares admitted to trading on a market at any time during this return period? Please tick the appropriate box below: **1**

No go to **Section G2** 'Past and present shareholders'.
 Yes go to **Question 2**.

1 A market is one established under the rules of a UK recognised investment exchange or any other regulated markets in or outside of the UK, or any other market outside of the UK. The current UK recognized investment exchanges and regulated markets can be found at: www.fsa.gov.uk/register/exchanges.do

Question 2

Please only refer to Question 2 below if you have answered 'Yes' to Question 1. If you answered 'No', please go to Section G2 'Past and present shareholders'.

Did the company, throughout the return period, have any shares admitted to trading on a relevant market and was it, throughout the return period, an issuer to which DTR5 applies? Please tick the appropriate box below: **2**

No go to **Section G4** 'Shareholders who hold at least 5% of any class of shares of the company as at the made up date of the return'.
 Yes go to **Part 6 (Signature)**

2 DTR5 refers to the Vote Holder and Issuer Notification Rules contained in Chapter 5 of the Disclosure and Transparency Rules source book issued by the Financial Services Authority. Notification is required when the percentage acquisition of a shareholder in the company has reached a certain threshold (starting at 3%)

G2 List of past and present shareholders **3**

The company is required to provide a full list of past and present shareholders if one was not included with either of the last two returns. Please tick the appropriate box below:

There were no shareholder changes in this period. Go to **Part 6 (Signature)**.
 A full list of shareholders is enclosed.
 A list of shareholder changes is enclosed.

How is the list of shareholders enclosed. Please tick the appropriate box below:

The list of shareholders is enclosed on paper. Go to **Section G3**. 'List of past and present shareholders'.
 The list of shareholders is enclosed in another format. Go to **Part 6 (Signature)**.

3 This section only applies to companies answering 'No' in Section G1

G3

List of past and present shareholders ①

Changes during this period to shareholders' particulars or details of the amount of stock or shares transferred must be completed each year.

You must provide a 'full list' of all company shareholders on:

- The company's first annual return following incorporation;
- Every third annual return after a full list has been provided.

① Please list the company shareholders in alphabetical order

Joint shareholders should be listed consecutively.

Further shareholders

Please use a 'List of past and present shareholders' continuation page if necessary

This section only applies to companies answering 'No' to Question 1 in Section G1.

Shareholder's Name (Address not required)	Class of share	Shares or stock currently held	Shares or stock transferred (if appropriate)	
		Number of shares or amount of stock	Number of shares or amount of stock	Date of registration of transfer
MAGDALENE HOLDINGS LIMITED	ORDINARY A	9,200		/ /
MAGDALENE HOLDINGS LIMITED	ORDINARY B	12,800		/ /
				/ /
				/ /
				/ /
				/ /
				/ /
				/ /
				/ /
				/ /
				/ /
				/ /
				/ /

Part 6

Signature

This must be completed by all companies.

I am signing this form on behalf of the company.

Signature

Signature

X



X

This form may be signed by:

Director ❶, Secretary, Person authorised ❷, Charity commission receiver and manager, CIC manager, Judicial factor.

❶ 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.

❷ Person authorised

Under either section 270 or 274 of the Companies Act 2006.



Do not cover this barcode

AR01 2015
Annual Return

 **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 Emma Bysouth (316446.0001)

Company name Birketts LLP

Address 24-26 Museum Street

Post town Ipswich

County/Region Suffolk

Postcode

I	P	1	1	H	Z
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Country England

DX DX 3206 IPSWICH

Telephone 01473 232300

 **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 completed your principal business activity.
- You have not used this form to make changes to the registered office address.
- You have not used this form to make changes to secretary and director details.
- You have provided the full date of birth for all individual directors in Part 3.
- You have fully completed the Statement of capital (if applicable).
- 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 £40 is payable to Companies House in respect of a paper Annual Return

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, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

 **Further information**

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

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

SH08

Notice of name or other designation of class of shares



Companies House

What this form is for
You may use this form to give notice of name or other designation of class of shares.

What this form is NOT for
You cannot use this form to give notice of name or designations of class of members. To do this, please use form SH13.

TUESDAY



R6GAIEW1
RM 03/10/2017 #29
COMPANIES HOUSE

1 Company details

Company number 03198823

Company name in full MAGDALENE LIMITED

→ Filing in this form
Please complete in typescript or in bold black capitals.
All fields are mandatory unless specified or indicated by *

2 Date of assignment

Please insert the date on which the name or designation was assigned.

Date of assignment 29/09/2017

3 Class(es) of shares

Existing class/description of shares	Name (or new name) or other designation
A Ordinary Shares	Ordinary Shares
B Ordinary Shares	Ordinary Shares

4 Signature

I am signing this form on behalf of the company.

Signature

Signature

X *M. Bentley* X

This form may be signed by:
Director, Secretary, Person authorised, Administrator, Administrative receiver, Receiver, Receiver manager, CIC manager.

Ⓢ **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.

Ⓢ **Person authorised**
Under either Section 270 or 274 of the Companies Act 2006.

SH08

Notice of name or other designation of class of shares

 **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 **ANGUS SCOTT**

Company name **FRESHFIELDS BRUCKHAUS**

DERINGER LLP

Address **65 Fleet Street**

Post town **LONDON**

Country/Region **ENGLAND**

Postcode **EC4Y 1HS**

Country **UNITED KINGDOM**

DX

Telephone **020 7936 4000**

 **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 entered the date of assignment in section 2.
- You have completed section 3.
- 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,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
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

SH10

Notice of particulars of variation of rights attached to shares



Companies House

What this form is for
You may use this form to give notice of particulars of variation of rights attached to shares.

What this form is NOT for
You cannot use this form to give notice of particulars of variation of class rights of members of a company without share capital. If you wish to do this, please use form SH10.

TUESDAY



RM *R6GAIEVT* 03/10/2017 #28
COMPANIES HOUSE

1 Company details

Company number 0 3 1 9 8 8 2 3

Company name in full Magdalene Limited

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

All fields are mandatory unless specified or indicated by *

2 Date of variation of rights

Date of variation of rights 2 8 0 8 2 0 1 7

3 Details of variation of rights

Please give details of the variation of rights attached to shares.

Variation

Voting rights: each share ranks equally for voting purposes. On a show of hands each member has one vote and on a poll each member has one vote per share held.
Dividend rights: each share ranks equally for any dividend declared.
Rights to capital: each share ranks equally for any distribution made on winding up.
Rights of redemption: the shares issued are not redeemable but the Company may issue redeemable shares.

Continuation pages
Please use a continuation page if you need to enter more details.

4 Signature

I am signing this form on behalf of the company.

Signature

Signature

X *M. Jones* X

This form may be signed by:

Director , Secretary, Person authorised , Administrator, Administrative receiver, Receiver, Receiver manager, Charity commission receiver and manager, CIC manager.

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.

Person authorised

Under either Section 270 or 274 of the Companies Act 2006.

SH10

Notice of particulars of variation of rights attached to shares

 **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 **Fiona McHugh**

Company name **Freshfields Bruckhaus Deringer LLP**

Address **65 Fleet Street**

Post town **London**

County/Region **London**

Postcode **E C 4 Y 1 H S**

Country **United Kingdom**

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 entered the date of variation of rights in section 2.
- You have provided details of the variation of rights in section 3.
- 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,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
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

Copy



Our ref: APA/JAH/vlb/273955

The Directors
Magdalene Limited
Magdalene House
Compass Point Business Park
Stocks Bridge Way
St Ives
Cambridgeshire
PE27 5JL

Central Square
5th Floor
29 Wellington Street
Leeds
LS1 4DL
United Kingdom
T +44 (0)113 285 5000
F +44 (0)113 285 5001
rsmuk.com

26 September 2017

Dear Sirs

**Notice of resignation
Magdalene Limited – Company Number 03198823**

We hereby give notice of our resignation as auditors of your company with effect from 27 September 2017. There are no reasons or matters connected with our resignation which we consider should be brought to the attention of members or creditors of the company.

Yours faithfully

Rsm UK Audit LLP

**RSM UK AUDIT LLP
Registration number 3341**

THURSDAY



A6FXSHWA
A22 28/09/2017 #156
COMPANIES HOUSE

THE POWER OF BEING UNDERSTOOD
AND TAX CONSULTING

MEMBERSHIP OF THE INSTITUTE OF CHARTERED ACCOUNTANTS (ICAEW) IS A REQUIREMENT FOR THE FULFILLMENT OF THE DUTIES OF AN AUDITOR OF A COMPANY IN THE UNITED KINGDOM. THE INSTITUTE OF CHARTERED ACCOUNTANTS IS A BODY WHICH IS REGISTERED WITH THE REGISTRAR OF COMPANIES UNDER THE COMPANIES ACT 2006. THE REGISTRAR HAS ISSUED A PUBLIC NOTICE WHICH STATES THAT THE INSTITUTE OF CHARTERED ACCOUNTANTS IS A BODY WHICH IS REGISTERED WITH THE REGISTRAR OF COMPANIES UNDER THE COMPANIES ACT 2006. THE REGISTRAR HAS ISSUED A PUBLIC NOTICE WHICH STATES THAT THE INSTITUTE OF CHARTERED ACCOUNTANTS IS A BODY WHICH IS REGISTERED WITH THE REGISTRAR OF COMPANIES UNDER THE COMPANIES ACT 2006. THE REGISTRAR HAS ISSUED A PUBLIC NOTICE WHICH STATES THAT THE INSTITUTE OF CHARTERED ACCOUNTANTS IS A BODY WHICH IS REGISTERED WITH THE REGISTRAR OF COMPANIES UNDER THE COMPANIES ACT 2006.



Confirmation Statement

Company Name: **MAGDALENE LIMITED**

Company Number: **03198823**



X66SNL63

Received for filing in Electronic Format on the: **19/05/2017**

Company Name: **MAGDALENE LIMITED**

Company Number: **03198823**

Confirmation **08/05/2017**

Statement date:

Statement of Capital (Share Capital)

Class of Shares:	ORDINARY	Number allotted	22000
Currency:	GBP	Aggregate nominal value:	22000

Prescribed particulars

SHARES CAN ONLY BE REDEEMED WITH THE AGREEMENT OF BOTH THE SHAREHOLDER AND THE COMPANY.

Statement of Capital (Totals)

Currency:	GBP	Total number of shares:	22000
		Total aggregate nominal value:	22000
		Total aggregate amount unpaid:	0

Persons with Significant Control (PSC)

PSC notifications

Notification Details

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

Name: **MAGDALENE HOLDINGS LTD**

Registered or Principal Office Address: **MAGDALENE HOUSE COMPASS POINT BUSINESS PARK,
STOCKS BRIDGE WAY
ST. IVES
ENGLAND
PE27 5JL**

Legal Form: **LIMITED COMPANY**

Governing Law: **COMPANIES ACT 2006**

Register: **COMPANIES HOUSE**

Country/state of register: **ENGLAND**

Registration Number: **5411521**

Nature of control

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

COMPANY NAME: MAGDALENE LIMITED

COMPANY NUMBER: 03198823

A second filed CS01 (statement of capital change and shareholder information change) was registered on 09/10/2017.



Companies House

AR01 (ef)

Annual Return



Received for filing in Electronic Format on the: **10/05/2016**

X56POTCO

Company Name: **MAGDALENE LIMITED**

Company Number: **03198823**

Date of this return: **08/05/2016**

SIC codes: **61100**
61200

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

Situation of Registered Office: **MAGDALENE HOUSE**
COMPASS POINT BUSINESS PARK
STOCKS BRIDGE WAY ST IVES
CAMBRIDGESHIRE
PE27 5JL

Officers of the company

Company Secretary 1

Type: **Person**
Full forename(s): **MRS SUZANNE**

Surname: **LLUCH**

Former names:

Service Address recorded as Company's registered office

Company Director 1

Type: **Person**
Full forename(s): **ROY ERMINIO**

Surname: **COOPER**

Former names:

Service Address recorded as Company's registered office

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/10/1956** Nationality: **BRITISH**
Occupation: **DIRECTOR**

Company Director 2

Type: **Person**
Full forename(s): **MR ANTHONY PETER**

Surname: **CRANE**

Former names:

Service Address recorded as Company's registered office

Country/State Usually Resident: **ENGLAND**

Date of Birth: ****/04/1960** *Nationality:* **BRITISH**

Occupation: **MANAGING DIRECTOR**

Company Director 3

Type: **Person**
Full forename(s): **MISTER DAVID LOUIS**

Surname: **HOPKINS**

Former names:

Service Address: **VAISEYS FARM
BRENT ELEIGH
SUDBURY
SUFFOLK
CO10 9PA**

Country/State Usually Resident: **ENGLAND**

Date of Birth: ****/10/1938** *Nationality:* **BRITISH**

Occupation: **CHAIRMAN**

Company Director 4

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

Surname: **TURNER**

Former names:

Service Address recorded as Company's registered office

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/08/1971** *Nationality:* **BRITISH**

Occupation: **DIRECTOR**

Statement of Capital (Share Capital)

Class of shares	ORDINARY	<i>Number allotted</i>	22000
		<i>Aggregate nominal value</i>	22000
<i>Currency</i>	GBP	<i>Amount paid per share</i>	0
		<i>Amount unpaid per share</i>	0

Prescribed particulars

SHARES CAN ONLY BE REDEEMED WITH THE AGREEMENT OF BOTH THE SHAREHOLDER AND THE COMPANY.

Statement of Capital (Totals)

<i>Currency</i>	GBP	<i>Total number of shares</i>	22000
		<i>Total aggregate nominal value</i>	22000

Full Details of Shareholders

The details below relate to individuals / corporate bodies that were shareholders as at 08/05/2016 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 : **22000 ORDINARY shares held as at the date of this return**
Name: **MAGDALENE HOLDINGS 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.





Companies House

COMPANY NAME: MAGDALENE LIMITED

COMPANY NUMBER: 03198823

A second filed AR01 was registered on 09/10/2017



Companies House

AR01 (ef)

Annual Return



Received for filing in Electronic Format on the: **08/05/2015**

X46Z663K

Company Name: **MAGDALENE LIMITED**

Company Number: **03198823**

Date of this return: **08/05/2015**

SIC codes: **61100**
61200

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

Situation of Registered Office: **MAGDALENE HOUSE**
COMPASS POINT BUSINESS PARK
STOCKS BRIDGE WAY ST IVES
CAMBRIDGESHIRE
PE27 5JL

Officers of the company

Company Secretary 1

Type: **Person**
Full forename(s): **MRS SUZANNE**

Surname: **LLUCH**

Former names:

Service Address recorded as Company's registered office

Company Director 1

Type: **Person**
Full forename(s): **ROY ERMINIO**

Surname: **COOPER**

Former names:

Service Address recorded as Company's registered office

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **06/10/1956** Nationality: **BRITISH**
Occupation: **DIRECTOR**

Company Director 2

Type: **Person**
Full forename(s): **MR ANTHONY PETER**

Surname: **CRANE**

Former names:

Service Address recorded as Company's registered office

Country/State Usually Resident: **ENGLAND**

Date of Birth: **02/04/1960** *Nationality:* **BRITISH**

Occupation: **MANAGING DIRECTOR**

Company Director 3

Type: **Person**
Full forename(s): **MISTER DAVID LOUIS**

Surname: **HOPKINS**

Former names:

Service Address: **VAISEYS FARM
BRENT ELEIGH
SUDBURY
SUFFOLK
CO10 9PA**

Country/State Usually Resident: **ENGLAND**

Date of Birth: **17/10/1938** *Nationality:* **BRITISH**

Occupation: **CHAIRMAN**

Company Director 4

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

Surname: **TURNER**

Former names:

Service Address recorded as Company's registered office

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **03/08/1971** *Nationality:* **BRITISH**

Occupation: **DIRECTOR**

Statement of Capital (Share Capital)

Class of shares	ORDINARY	<i>Number allotted</i>	22000
		<i>Aggregate nominal value</i>	22000
<i>Currency</i>	GBP	<i>Amount paid per share</i>	0
		<i>Amount unpaid per share</i>	0

Prescribed particulars

SHARES CAN ONLY BE REDEEMED WITH THE AGREEMENT OF BOTH THE SHAREHOLDER AND THE COMPANY.

Statement of Capital (Totals)

<i>Currency</i>	GBP	<i>Total number of shares</i>	22000
		<i>Total aggregate nominal value</i>	22000

Full Details of Shareholders

The details below relate to individuals / corporate bodies that were shareholders as at 08/05/2015 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 : **22000 ORDINARY shares held as at the date of this return**
Name: **MAGDALENE HOLDINGS 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.



Companies House

COMPANY NAME: MAGDALENE LIMITED

COMPANY NUMBER: 03198823

A second filed AR01 was registered on 09/10/2017.



Companies House

AR01 (ef)

Annual Return



X37HVW2Y

Received for filing in Electronic Format on the: **09/05/2014**

Company Name: **MAGDALENE LIMITED**

Company Number: **03198823**

Date of this return: **08/05/2014**

SIC codes: **61100**
61200

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

Situation of Registered Office: **MAGDALENE HOUSE**
COMPASS POINT BUSINESS PARK
STOCKS BRIDGE WAY ST IVES
CAMBRIDGESHIRE
PE27 5JL

Officers of the company

Company Secretary 1

Type: **Person**
Full forename(s): **MRS SUZANNE**

Surname: **LLUCH**

Former names:

Service Address recorded as Company's registered office

Company Director 1

Type: **Person**
Full forename(s): **ROY ERMINIO**

Surname: **COOPER**

Former names:

Service Address recorded as Company's registered office

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **06/10/1956** Nationality: **BRITISH**
Occupation: **DIRECTOR**

Company Director 2

Type: **Person**
Full forename(s): **MR ANTHONY PETER**

Surname: **CRANE**

Former names:

Service Address recorded as Company's registered office

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **02/04/1960** *Nationality:* **BRITISH**

Occupation: **MANAGING DIRECTOR**

Company Director 3

Type: **Person**
Full forename(s): **MR DAVID LOUIS**

Surname: **HOPKINS**

Former names:

Service Address: **VAISEYS FARM
BRENT ELEIGH
SUDBURY
SUFFOLK
CO10 9PA**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **17/10/1938** *Nationality:* **BRITISH**

Occupation: **CHAIRMAN**

Company Director 4

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

Surname: **TURNER**

Former names:

Service Address recorded as Company's registered office

Country/State Usually Resident: **ENGLAND**

Date of Birth: **03/08/1971** *Nationality:* **BRITISH**

Occupation: **DIRECTOR**

Statement of Capital (Share Capital)

Class of shares	ORDINARY	<i>Number allotted</i>	22000
		<i>Aggregate nominal value</i>	22000
<i>Currency</i>	GBP	<i>Amount paid per share</i>	0
		<i>Amount unpaid per share</i>	0

Prescribed particulars

SHARES CAN ONLY BE REDEEMED WITH THE AGREEMENT OF BOTH THE SHAREHOLDER AND THE COMPANY.

Statement of Capital (Totals)

<i>Currency</i>	GBP	<i>Total number of shares</i>	22000
		<i>Total aggregate nominal value</i>	22000

Full Details of Shareholders

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A full list of shareholders for the company are shown below

Shareholding 1 : **22000 ORDINARY shares held as at the date of this return**
Name: **MAGDALENE HOLDINGS 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.



Companies House

COMPANY NAME: MAGDALENE LIMITED

COMPANY NUMBER: 03198823

A second filed AR01 was registered on 09/10/2017

THURSDAY



AWQID9GG

A17

30/04/2009

329

COMPANIES HOUSE

319827

THE COMPANIES ACT
COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

MAGDALENE
LIMITED



1. The name of the Company is "

MAGDALENE * LIMITED".

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

3. The object of the Company is to carry on business as a general commercial company. In particular, but without prejudice to the generality of the foregoing, the Company has the following objects:

3.1 (a) To carry on all or any of the businesses of general merchants and traders, cash and credit traders, agents (whether or not for remuneration) and representatives, brokers and consultants, advisers, managers and administrators, financiers, importers and exporters, manufacturers, retailers, wholesalers, buyers, sellers, and shippers of, operators, hirers and letters on hire of, and dealers in all plant, machinery, tools, and equipment of all kinds, products, goods, wares, merchandise and produce of every description and to participate in, undertake, perform and carry on all kinds of commercial, industrial, trading and financial operations and enterprises and generally to carry on any other trade or business whatsoever which can in the opinion of the Directors be advantageously carried on by the Company in connection with or as ancillary to any of the above businesses or the general business of the Company; and to purchase or otherwise acquire and take over any businesses or undertakings which may be deemed expedient, or to become interested in, and carry on or dispose of, remove or put an end to the same or otherwise deal with any such businesses or undertakings as may be thought desirable; and

(b) to purchase or otherwise acquire and undertake all or any part of the business, property, liabilities and transactions of any company, society, partnership or person carrying on any business which the Company is authorised to carry on or possessed of property suitable for any of the purposes of the Company, and to conduct and carry on, or liquidate and wind up, any such business.

3.2) To purchase, take on lease or in exchange, hire or otherwise acquire and hold, for any estate or interest, and manage any lands, buildings, servitudes, easements, rights, privileges, concessions, machinery, plant, stock-in-trade and

any heritable or moveable real or personal property of any kind.

3.3) To purchase or otherwise acquire any patents, brevets d'invention, licences, concessions, copyrights, trade marks, designs and the like, conferring any exclusive or non-exclusive or limited right to use, or any secret or other information as to any invention, process or development which may seem to the Company capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company, to use, exercise, develop, grant licences in respect of or otherwise turn to account any of the same and with a view to the working and development of the same to carry on any business whatsoever, whether manufacturing or otherwise, which the Company may think calculated directly or indirectly to achieve these objects.

3.4) To form, promote, subsidise and assist companies, syndicates or other bodies of all kinds and to issue on commission or otherwise underwrite, subscribe for and take or guarantee the payment of any dividend or interest on any shares, stocks, debentures or other capital or securities or obligations of any such companies, syndicates or other bodies, and to pay or provide for brokerage commission and underwriting in respect of any such issue.

3.5) To enter into partnerships or into any arrangement for sharing profits, union of interests, co-operation, reciprocal concessions or otherwise with any person or company for the purpose of carrying on business within any of the objects of the Company.

3.6) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.

3.7) To purchase or otherwise acquire and undertake all or any part of the business, property, liabilities and transactions of any person or company carrying on any business which this Company is authorised to carry on, or possessed of property suitable for any of the purposes of the Company.

3.8) To develop, work, improve, manage, lease, mortgage, charge, pledge, turn to account or otherwise deal with all or any part of the property of the Company, to surrender or accept surrender of any lease or tenancy or rights, and to sell the property, business or undertaking of the Company, or any part thereof, for such consideration as the Company may think fit, and in particular for cash or shares, debentures or securities of any other company.

3.9) To construct, erect, maintain, alter, replace or remove any buildings, works, offices, erections, plant, machinery, tools, or equipment as may seem desirable for any of the businesses or in the interests of the Company, and to manufacture, buy, sell and generally deal in any plant, tools, machinery, goods or things of any description which may be conveniently dealt with in connection with any of the Company's objects.

3.10) To manage and conduct the affairs of any companies, firms and persons carrying on business of any kind

745414

*Pursuant to a special resolution dated 23 March 1999 the name of the Company was changed from Magdalene Technology Limited to Magdalene Telecom Limited. Pursuant to a further written resolution dated 31 March 2006 the name of the Company was changed from Magdalene Telecom Limited to Magdalene Limited.

whatsoever, and in any part of the world.

3.11) To enter into, carry on and participate in financial transactions and operations of all kinds and to take any steps which may be considered expedient for carrying into effect such transactions and operations including, without prejudice to the generality of the foregoing, borrowing and lending money and entering into contracts and arrangements of all kinds.

3.12) To borrow or raise money in such manner as the Company shall think fit and in particular by the issue (whether at par or at a premium or discount and for such consideration as the Company may think fit) of bonds, debentures or debenture stock (payable to bearer or otherwise), mortgages or charges, perpetual or otherwise, and, if the Company thinks fit, charged upon all or any of the Company's property (both present and future) and undertaking including its uncalled capital and further, if so thought fit, convertible into any stock or shares of the Company or any other company, and collaterally or further to secure any obligations of the Company by a trust deed or other assurance.

3.13) To guarantee or otherwise support or secure, either with or without the Company receiving any consideration or advantage and whether by personal covenant or by mortgaging or charging all or part of the undertaking, property, assets and rights present and future and uncalled capital of the Company or by both such methods or by any other means whatsoever, the liabilities and obligations of and the payment of any moneys whatsoever (including but not limited to capital, principal, premiums, interest, dividends, costs and expenses on any stocks, shares or securities) by any person, firm or company whatsoever including but not limited to any company which is for the time being the holding company or a subsidiary (both as defined by section 736 Companies Act 1985 as amended by the Companies Act 1989) of the Company or of the Company's holding company or is controlled by the same person or persons as control the Company or is otherwise associated with the Company in its business.

3.14) To grant indemnities of every description and to undertake obligations of every description.

3.15) To make, draw, accept, indorse and negotiate bills of exchange or other negotiable instruments and to receive money on deposit or loan.

3.16) To pay all or any expenses incurred in connection with the formation and promotion and incorporation of the Company and to pay commission to and remunerate any person or company for services rendered in underwriting or placing, or assisting to underwrite or place, any of the shares in the Company's capital or any debentures or other securities of the Company, or in or about the formation or promotion of the Company or the conduct of its business.

3.17) To pay for any property or rights acquired by the Company either in cash or fully or partly paid-up shares with or without preferred or deferred rights in respect of dividend or repayment of capital or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another and generally on such terms as

the Company may determine.

3.18) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred rights in respect of dividend or repayment of capital or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine.

3.19) While the Company remains a private company, and subject to the provisions of the Companies Act 1985, to:

(a) remunerate or undertake to remunerate any person, firm or company rendering services to the Company, whether by cash payment or by the allotment to him it or them of shares or securities of the Company credited as paid in full or in part or otherwise; and

(b) give financial assistance (within the meaning of section 152(1)(a) Companies Act 1985).

3.20) To make loans or donations to such persons and in such cases (and in the case of loans either of cash or of other assets) as the Company may think directly or indirectly conducive to any of its objects or otherwise expedient.

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

3.22) To subscribe for, purchase or otherwise acquire, take, hold, or sell any shares or stock, bonds, debentures or debenture stock, or other securities or obligations of any company and to invest or lend any of the moneys of the Company not immediately required for its operations in such manner, with or without security, and whether at home or abroad, as the Company may think fit.

3.23) To amalgamate with any other company whose objects are or include objects similar to those of the Company and on any terms whatsoever.

3.24) To procure the Company to be registered or recognised in any country or place abroad.

3.25) To obtain any provisional or other order or Act of Parliament of this country or of the legislature of any other State for enabling the Company to carry any of its objects into effect, or for effecting any modifications of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any proceeding or application which may seem calculated, directly or indirectly, to prejudice the Company's interests.

3.26) To appoint any person or persons, firm or firms, company or companies to be the attorney or agent of the Company and to act as agents, managers, secretaries, contractors or in similar capacity.

3.27) To insure the life of any person who may, in the opinion of the Company, be of value to the Company as having or holding for the Company interests, goodwill or influence or other assets and to pay the premiums on such insurance.

3.28) To establish and maintain or procure the establishment and maintenance of contributory or non-contributory pension or superannuation funds for the benefit of the persons referred to below, to grant emoluments, pensions, allowances, donations, gratuities and bonuses to such persons and to make payments for or towards insurance on the life or lives of such persons; to establish, subsidise, subscribe to or otherwise support any institution, association, society, club, other establishment, or fund, the support of which may, in the opinion of the Company, be calculated directly or indirectly to benefit the Company or any such persons, or may be connected with any place where the Company carries on business; to institute and maintain any institution, association, society, club or other establishment or profit-sharing scheme calculated to advance the interests of the Company or such persons; to join, participate in and subsidise or assist any association of employers or employees or any trade association; and to subscribe or guarantee money for charitable or benevolent objects or for any public, general or useful object or for any exhibition; the said persons are any persons who are or were at any time in the employment or service of the Company or of any company which is for the time being the holding company or a subsidiary (both as defined by section 736 Companies Act 1985) of the Company or of the Company's holding company or is otherwise associated with the Company in its business or who are or were at any time directors or officers of the Company or of such other company as aforesaid, and holding or who held any salaried employment or office in the Company or such other company, and the wives, widows, families or dependants of any such persons.

3.29) To purchase and maintain for any officer of the Company any insurance policy indemnifying such officer against liability for negligence, default, breach of duty or breach of trust or any other liabilities which may be lawfully insured against.

3.30) To take, make, execute, enter into, commence, carry on, prosecute or defend all steps, contracts, agreements, negotiations, legal and other proceedings, compromises, arrangements and schemes, and to do all other acts, matters and things which shall at any time appear conducive or expedient for the advantage or protection of the Company.

3.31) To do all or any of the above things in any part of the world and either as agents, trustees, (whether with or without remuneration in either case) principals, contractors, or otherwise, and either alone or in conjunction with others.

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

It is hereby declared that:

(a) the word "company" in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in the United Kingdom or elsewhere, and whether now existing or hereafter to be formed; and

(b) the objects set forth in each sub-clause of this Clause shall not be restrictively construed but the widest interpretation should be given thereto and they shall not, except where the context expressly so requires, be in any way limited or restricted by application of the ejusdem generis rule or by reference to or inference from any other object or objects set forth in such sub-clause or from the terms of any other sub-clause or by the name of the Company; none of such sub-clauses or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have full power to exercise all or any of the objects conferred by and provided in each of the said sub-clauses as if each sub-clause contained the objects of a separate company.

4. The liability of the members is limited.

5. The share capital of the Company is £10,000 divided into 10,000 Ordinary Shares of £1 each.

I, the person whose name and address is subscribed, am desirous of being formed into a Company in pursuance of this Memorandum of Association and I agree to take the number of shares in the capital of the Company set opposite my name.

NAME AND ADDRESS OF THE SUBSCRIBER	Number of Shares taken by the subscriber
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JOHN RICHARD WILCOX Suite 17, City Business Centre, Lower Road, LONDON SE16 1AA	ONE
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Dated this 19th day of April 1986.

WITNESS to the above Signature:-

Kiva Evans
Suite 17
City Business Centre
Lower Road
LONDON. SE16 1AA

THE COMPANIES ACTS 1985 TO 1989

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

MAGDALENE LIMITED*

(Adopted by special resolution of the Company
Passed on 7 February 2003)

1. PRELIMINARY

The regulations contained in Table A in the Companies (Tables A to F) Regulations 1985 (SI 1985 No.805) as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (SI 1985 No.1052) (**Table A**) shall apply to the Company and shall be deemed to form part of these Articles save to the extent that they are excluded or varied by or inconsistent with the Articles contained below. References herein to Regulations are to Regulations in Table A unless otherwise stated.

2. DEFINITIONS AND INTERPRETATION

2.1 In these Articles unless the context otherwise requires:

Act: means the Companies Act 1985 (as amended);

Approved Offer: means an offer in writing for all the Shares in the Company on equal terms as if the Shares were one class and which:

(a) Is stipulated to be open for acceptance for at least 21 days; and

*Pursuant to a special resolution dated 23 March 1999 the name of the Company was changed from Magdalene Technology Limited to Magdalene Telecom Limited. Pursuant to a further written resolution dated 31 March 2006 the name of the Company was changed from Magdalene Telecom Limited to Magdalene Limited.

(b) includes an undertaking by the offeror that neither it nor persons acting by agreement or understanding with it have entered into or have agreed more favourable terms with any other member for the purchase of Shares.

Articles: means these articles of association in their present form or as from time to time altered;

A Ordinary Shares: means the A ordinary shares of £1 each in the capital of the Company;

Board: means the board of Directors or a duly authorised committee thereof or the Directors present at a meeting of the board of Directors or a duly authorised committee thereof, in each case at which a quorum is present;

Controlling Interest: means an interest (within the meaning of Schedule 13, Part 1 and Section 324 of the Act) in Shares conferring in aggregate 50% or more of the total voting rights conferred by all the Shares in the equity share capital of the Company for the time being in issue;

Director: means a director for the time being of the Company;

Family Shareholder: means, in relation to a Shareholder, any one or more of that person's spouse, children or grandchildren (including step or adopted children or grandchildren) brothers or sisters;

Family Trust: means, in relation to a Shareholder, a trust or settlement set up wholly for the benefit of that person and/or that person's Family Shareholders (including, for the avoidance of doubt, any trust or settlement established in respect of the pension arrangements of such person) but a trust is not precluded from being a Family Trust if the ultimate default beneficiary is a charity or charities;

Group: means those companies comprising (a) the holding company of which a corporate Shareholder is a wholly-owned subsidiary, and / or (b) a wholly-owned subsidiary of a corporate Shareholder or of the holding company of which such corporate Shareholder is a wholly-owned subsidiary;

Leaver: means as defined in Article 11.1;

Leaver's Shares: means in relation to a Leaver, any Shares transferred or issued to that Leaver and subsequently transferred by him;



B Ordinary Shares: means the B Ordinary Shares of £1 each in the capital of the Company;

Shares: means the A Ordinary and B Ordinary shares of £1 each in the capital of the Company and **Share** means an A Ordinary or B Ordinary Share;

Shareholder: means a holder of a Share in the Company;

Transfer Notice: shall bear the meaning as set out in Article 10;

- 2.2 In the first line of Regulation 1, after the word "regulations" the words "and in any articles adopting in whole or part the same" shall be inserted.
- 2.3 Words importing the singular number shall include the plural, words importing the masculine shall include the feminine and neuter, and words importing persons shall include bodies corporate, unincorporated associations and partnerships.
- 2.4 A special or extraordinary resolution shall be effective for any purpose for which an ordinary resolution is expressed to be required under any provisions of these Articles.
- 2.5 A reference in these Articles to the "transfer" of any Share shall be deemed to mean the transfer, sale, or other disposal of or grant of a mortgage, charge or option over either or both of the legal and beneficial ownership in such Share.

3. **SHARE CAPITAL**

The authorised share capital of the Company at the date of adoption of these Articles is £20,000 divided into 9,200 A Ordinary Shares and 10,800 B Ordinary Shares of £1.00 each.

4. **SHARE RIGHTS**

- 4.1 Except as otherwise provided in these Articles, the A Ordinary Shares and B Ordinary Shares shall rank pari passu in all respects but shall constitute separate classes of shares.
- 4.2 Save as provided in these Articles, on a show of hands every Shareholder who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative, not being himself a Shareholder entitled to vote, shall have one vote and on a poll every Shareholder shall have one vote for every Share of which he is the holder.

- 4.3 The accumulated profits of the Company which are available for distribution within the meaning of the Act in respect of any financial period may be distributed amongst the A Shareholders and B Shareholders in such amounts as the Directors may recommend and the Company shall determine to pay.
- 4.4 No variation of the rights attaching to any class of shares shall be effective except with:
- 4.4.1 the consent in writing of the holders of not less than three-quarters in nominal value of the issued shares of the relevant class; or
- 4.4.2 the sanction of an extraordinary resolution passed at a separate general meeting of the holders of the shares of the relevant class. To any such separate general meeting all the provisions of these Articles as to general meetings of the Company shall *mutatis mutandis* apply, but so that the necessary quorum shall be one holder 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. For the purpose of this Article one holder present in person or by proxy or (being a corporation) by a duly authorised representative may constitute a meeting.
- 4.5 Each of the following shall be deemed to constitute a variation of the rights attached to each class of shares:
- 4.5.1 any alteration in the memorandum or articles of association of the Company;
- 4.5.2 any increase or reduction or other alteration in the authorised or issued share capital of the Company or any of the rights attaching to any share capital; and
- 4.5.3 any resolution to put the Company into liquidation.
- 4.6 Any A Ordinary Share transferred or issued to a holder of an B Ordinary Share shall (without further authority than is contained in this Article) forthwith on its transfer be deemed to have been redesignated as a B Ordinary Share having all the rights, privileges and restrictions attaching to the B Ordinary Share.



4.7 Any B Ordinary Share transferred or issued to a holder of an A Ordinary Share shall (without further authority than is contained in this Article) forthwith on its transfer be deemed to have been redesignated as an A Ordinary Share having all the rights, privileges and restrictions attaching to the A Ordinary Shares.

5. SHARES

5.1 Subject to the provisions of Article 5.3, the Board is generally and unconditionally authorised for the purposes of section 80 of the Act to exercise any power of the Company to allot relevant securities (as defined in that section) to such persons, on such terms and in such manner as it thinks fit, up to an aggregate nominal amount of £20,000 at any time or times during the period of five years from the date of the adoption of these Articles unless renewed revoked or varied in accordance with the Act.

5.2 The authority contained in Article 5.1 shall enable the Board to allot relevant securities after the expiry of the said period of five years pursuant to an offer or agreement made by the Company before the expiry of the said period.

5.3 Subject to the provisions of Article 5.1, unless otherwise determined by special resolution of the Company, any unissued Shares (of whatever class) shall before they are issued be offered to the Shareholders in proportion to the amounts (excluding any premium paid on issue) paid up on the Shares held by them respectively (and such offer shall be at the same price and on the same terms to each Shareholder with no distinction made between the class of Shares being offered and the class of shares held the respective Shareholder). The offer shall be made by notice specifying the number and class of Shares offered, the proportionate entitlement of the relevant Shareholder, the price per Share and limiting a period (not being less than 14 days) within which the offer, if not accepted, will be deemed to be declined and after the expiration of such period the Board shall offer the Shares so declined to the persons who have, within the said period, accepted all the Shares offered to them in the same manner as the original offer and limited by a period of not less than 14 days. If any Shares comprised in such further offer are declined or deemed to be declined such further offer shall be withdrawn in respect of such Shares. At the expiration of the time limited by the notice(s) the Board shall allot the Shares so offered to or amongst the Shareholders who have notified their willingness to take all or any of such Shares in accordance with the terms of the offer. No Shareholder shall be obliged to take more than the maximum number of Shares he has indicated his willingness to take. In accordance with section 91 of the Act, section 89(1) and section 90(1) to (6) inclusive of the Act shall be excluded from applying to the Company.



5.4 Any Shares not accepted pursuant to Article 5.3 or not capable of being so offered except by way of fractions and any Shares released from the provisions of Article 5.3 by special resolution as therein specified shall subject to the provisions of section 80 of the Act, be at the disposal of the Board who may allot, grant options over or otherwise dispose of them to such persons at such times and generally on such terms and conditions as they think proper, provided that no Shares shall be issued at a discount and provided further that, in the case of Shares not accepted as aforesaid, such Shares shall not be disposed of on terms which are more favourable to the subscribers thereof than the terms on which they were offered to the Shareholders.

6. LIEN

The lien conferred by Regulation 8 shall attach to all Shares whether fully paid or not. Regulation 8 shall be modified accordingly.

7. FORFEITURE

The liability of any Shareholder in default of payment of a call shall, if the Board so directs, also include any costs and expenses suffered or incurred by the Company in respect of such non-payment and the powers conferred on the Board by Regulation 18 and the provisions of Regulation 21 shall be extended accordingly.

8. TRANSFER OF SHARES

8.1 The Directors shall refuse to register the transfer of any Share unless such transfer is permitted by, or is made pursuant to and in accordance with Article 9, 10, 11 or 12.

8.2 Subject to Articles 8.3 and 8.7 the Directors shall not be entitled to decline to register the transfer of any Share which is permitted by, or is made pursuant to and in accordance with Article 9, 10, 11 or 12.

8.3 For the purpose of ensuring that a particular transfer of Shares is permitted under the provisions of these Articles the Directors may require the transferor or the person named as transferee in the transfer lodged for registration to furnish the Company with such information and evidence as the Directors may think necessary or relevant. Failing such information or evidence being furnished to the satisfaction of the Directors within a period of 28 days after such request the Directors shall be entitled to refuse to register the transfer in question.

8.4 If a Shareholder or other person entitled to transfer a Share at any time attempts to deal with or dispose of the Share or any interest therein otherwise than in accordance with the provisions of Articles 9, 10, 11 or 12 he shall be deemed immediately prior to such attempt to have given a Transfer Notice in respect of such Share.

8.5 Where a Transfer Notice in respect of any Share is deemed to have been given under any provision of these Articles and the circumstances are such that the Directors are unaware of the facts giving rise to the same, such Transfer Notice shall be deemed to have been received by the Directors on the date on which the Directors receive actual notice of such facts and the provisions of Article 10 shall apply accordingly.

8.6 A deemed Transfer Notice shall be deemed not to contain a Total Transfer Condition (as defined in Article 10) and shall not be revocable.

8.7 The Directors may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any Share which would otherwise be permitted under these Articles if it is a transfer:

8.7.1 of a Share on which the Company has a lien; or

8.7.2 of a Share (not being a fully paid Share) to a person of whom they shall not approve.

The first sentence of regulation 24 shall not apply.

9. PERMITTED TRANSFERS

9.1 A Shareholder may transfer all or any of its Shares in accordance with the following provisions of this Article 9 following prior consultation with the Board.

9.2 Subject to clause 9.3 a corporate Shareholder may at any time transfer all or any Shares held by it to another company in the same Group provided that such company in the same Group is not in a directly competitive business to the Company.

9.3 If a corporate Shareholder holding Shares transferred to him under Article 9.2 ceases to be a Shareholder of the same Group as the original corporate Shareholder who held such Shares and does not, prior to so ceasing, transfer all such Shares registered in his name to the original corporate Shareholder or to another Shareholder of the same Group as the original corporate Shareholder, the current corporate Shareholder shall without delay notify the



- Company that such event has occurred and shall give a Transfer Notice to the Company in respect of those Shares and, if the corporate Shareholder fails to give such a Transfer Notice, it shall be deemed to have served the Company with a Transfer Notice in respect of those Shares.
- 9.4 Any Shareholder may transfer any of his Shares to the trustees of a Family Trust or to some other Family Shareholder of that Shareholder.
- 9.5 Where Shares are held by trustees of a Family Trust, they may on change of trustees be transferred to the new trustees of that Family Trust.
- 9.6 The trustees of a Family Trust may also transfer any of the Shares held by them in that capacity to a person who has an immediate beneficial interest under the Family Trust or to a Family Shareholder of that beneficiary.
- 9.7 Shares may be transferred without restriction by a Shareholder to a person to hold such Shares as its nominee but any transfers by such nominee shall be subject to the same restrictions as though they were transfers by the Shareholder himself.
- 9.8 If a Shareholder holding Shares transferred to him under this Article 9 as a Family Shareholder ceases to be a Family Shareholder of the original Shareholder who held such Shares and does not, prior to so ceasing, transfer all such Shares registered in his name to the original Shareholder or to another Family Shareholder of that original Shareholder, the current Shareholder shall without delay notify the Company that such event has occurred and shall give a Transfer Notice to the Company in respect of those Shares and, if the Shareholder fails to give such a Transfer Notice, he shall be deemed to have served the Company with a Transfer Notice in respect of those Shares.
- 9.9 If any trust whose trustees hold Shares ceases to be a Family Trust and if such trustees do not prior to so ceasing, transfer all such Shares registered in their name to the relevant Shareholder or to the trustees of a Family Trust or to another Family Shareholder of the said relevant Shareholder, the trustees shall without delay notify the Company that such event has occurred and shall give a Transfer Notice to the Company in respect of those Shares and, if the trustees fail to give such a Transfer Notice, they shall be deemed to have served the Company with a Transfer Notice in respect of those Shares.



9.10 If a Transfer Notice is given or is deemed to have been served on the Company in accordance with the provisions set out in Articles 9.3, 9.8, 9.9 the provisions set out in Article 10 shall apply.

9.11 A transfer of any Share pursuant to this Article shall only be treated as a permitted transfer for the purposes of these Articles if it is a transfer of the entire legal and beneficial interest in such Share free from all liens, charges and other encumbrances.

10. PRE-EMPTION RIGHTS

10.1 Except as provided in Article 9, before transferring or agreeing to transfer any Share or any interest therein (including for this purpose the assignment of the beneficial interest in, or the creation of any charge or other security interest over, such share or the renunciation or assignment of any right to receive or subscribe for such share) the person proposing to transfer the same (the **Proposing Transferor**) shall be obliged to give notice in writing to the company (a **Transfer Notice**).

The Transfer Notice shall specify:

10.1.1 the number and class of Shares which the Proposing Transferor wishes to transfer (the **Transfer Shares**) (which may be all or part only of the Shares then held by the Proposing Transferor); and

10.1.2 the price at which the Proposing Transferor wishes to sell the Transfer Shares and the identity of any person who has indicated a willingness to purchase the Transfer Shares at such price;

A Transfer Notice shall also state whether the Proposing Transferor wishes to impose a condition that unless all the Transfer Shares are sold pursuant to the following provisions of this Article 10 none shall be so sold (a **Total Transfer Condition**). The Transfer Notice shall constitute the Directors as the agents of the Proposing Transferor empowered to sell the Transfer Shares (together with all rights attaching thereto at the date of the Transfer Notice or at any time thereafter) at the Transfer Price (as hereinafter defined) on the terms of this Article 10. Save as otherwise provided for in these Articles, once given a Transfer Notice may not be revoked save with the prior written consent of the Board.



- 10.2 Where a Transfer Notice is given in respect of more than one class of Share it shall be deemed for the purposes of this Article 10 to comprise a number of separate Transfer Notices, one in respect of each such class.
- 10.3 As soon as practicable after the receipt of a Transfer Notice or becoming aware of a deemed Transfer Notice as the case may be the Directors shall serve a copy of that Transfer Notice or details of a deemed Transfer Notice on all the Shareholders other than the Proposing Transferor.
- 10.4 Subject as provided otherwise in these Articles the Transfer Shares shall be offered for purchase at a price per Transfer Share (the Transfer Price which expression, where used in respect of more than one Transfer Share, shall mean the price per Transfer Share multiplied by the number of Transfer Shares in question) determined in accordance with Article 10.5.
- 10.5 The Transfer Price (save in respect of a deemed Transfer Notice given pursuant to clause 11.3.1) shall be such price as shall be agreed in writing between the Proposing Transferor and the Directors or in the absence of such agreement (whether by reason of disagreement, absence, death or otherwise) within 21 days after the service of notices pursuant to Article 10.3 the Transfer Price will be determined by an independent chartered accountant of not less than five years standing (the Expert) who shall be nominated by the Board or failing such nomination within 14 days after the request of any Shareholder to the others therefor nominated at the request of any Shareholder by the President for the time being of the Institute of Chartered Accountants in England and Wales. The Expert shall act as an expert and not as an arbitrator and his written determination shall be final and binding on the Shareholders.
- 10.6 The Expert will certify the open market value of the Transfer Shares as at the date of the Transfer Notice on the following assumptions and bases:
- 10.6.1 valuing the Transfer Shares as on an arm's length sale between a willing vendor and a willing purchaser;
 - 10.6.2 if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
 - 10.6.3 that the Transfer Shares are capable of being transferred without restriction;

10.6.4 ignoring any reduction in value which may be ascribed to the Transfer Shares by virtue of the fact that they represent a minority interest.

If any difficulty shall arise in applying any of the foregoing assumptions or bases then such difficulty shall be resolved by the Expert in such manner as he shall in his absolute discretion think fit.

The Transfer Price shall be a sum equal to the open market value of the Transfer Shares determined as aforesaid divided by the number of Transfer Shares. The Company will use all reasonable endeavours to procure that the Expert determines the Transfer Price within 21 days of being requested to do so.

- 10.7 If the determination of the Transfer Price is referred to the Expert the date of determination of the Transfer Price (the **Determination Date**) shall be the date upon which the Directors receive the Expert's determination of the Transfer Price in writing. If the Transfer Price is determined by written agreement between the proposing transferor and the Directors as aforesaid then the **Determination Date** shall be the date on which such agreement is made.
- 10.8 Where the Expert has determined the Transfer Price as aforesaid the Proposing Transferor shall, except in the case of a transfer pursuant to Articles 10.16 or 11, be entitled if the Transfer Price is not acceptable to him to revoke the Transfer Notice by giving notice in writing to the Directors that he does so within a period of 14 days after the **Determination Date** (such period being hereinafter referred to as the **Withdrawal Period**).
- 10.9 The costs and expenses of the Expert in determining the Transfer Price shall be borne as to one half by the Proposing Transferor and as to the other half by the Purchasers (as hereinafter defined) pro rata according to the number of Transfer Shares purchased by them unless (a) the Proposing Transferor shall revoke the Transfer Notice pursuant to Article 10.8; or (b) none of the Transfer Shares are purchased by the Shareholders pursuant to Article 10.10, in either of which events the Proposing Transferor shall pay all of such costs and expenses.
- 10.10 Within 7 days after the **Determination Date** the Transfer Shares shall be offered for purchase at the Transfer Price by the Directors to each of the Shareholders (other than the Proposing Transferor) and no distinction shall be made between the class of shares being offered and the class of shares held by each respective Shareholder and, in the case of competition, shall be sold to the acceptors in proportion (as nearly as may be without involving fractions or

selling to any Shareholder a greater number of Transfer Shares than the maximum number applied for by him) to the number of Shares (of whatever class) then held by them respectively. If any of the Transfer Shares shall not be capable of being allocated as aforesaid without involving fractions, the same shall be offered amongst the acceptors, or some of them, in such proportions or in such manner as may be determined by lots drawn in respect thereof, and the lots shall be drawn in such manner as the Directors shall think fit.

10.11 Any offer made pursuant to Article 10.10 shall be made by notice in writing and shall specify (a) the number and class of the Transfer Shares; (b) the proportionate entitlement of the relevant Shareholder (on the assumption that there will be competition for the Transfer Shares); (c) the Transfer Price; (d) whether or not the Transfer Notice contained a Total Transfer Condition and (e) a period (being not less than 21 days and not more than 42 days) within which the offer must be accepted or shall lapse.

10.12

10.12.1 If by the foregoing procedure the Directors shall not receive acceptances from Shareholders in respect of all of the Transfer Shares within the period(s) of the aforesaid offer(s) they shall forthwith give notice in writing of that fact to all the Shareholders, whereupon the holders of at least three-quarters in nominal value of the issued Shares (excluding the Shares held by the Proposing Transferor) shall be entitled within 14 days of the date of service of that notice to nominate (by giving notice in writing to the Directors signed by each such holder or on his behalf and which may consist of several notices in the like form) any person or persons (whether or not a Shareholder) who has expressed his willingness in writing to purchase all or any of those Transfer Shares in respect of which acceptances have not been received at the Transfer Price as the purchaser(s) of all or some such Transfer Shares (and the Directors shall be deemed to have made an offer of such Shares accordingly); Provided that if any such nominated purchaser shall fail to complete any such purchase in accordance with this Article the Directors shall forthwith give notice in writing of that fact to the proposing Transferor who may within a period of three months of the date of such notice sell any such remaining Transfer Shares to any person or persons (including any Shareholder) at any price which is not less than the Transfer Price (after deducting, where appropriate, any net dividend or other distribution declared, paid or made after the date of the Transfer Notice in respect of the



Transfer Shares and which has been or is to be retained by the Proposing Transferor).

10.12.2 If the Transfer Notice in question contained a Total Transfer Condition then no offer of Transfer Shares made by the Directors pursuant to this Article 10 shall be capable of acceptance until all of the Transfer Shares shall have been accepted by the Shareholders (or any of them) or any person or persons nominated pursuant to sub-Article 10.12.1. If by the foregoing procedure the Directors shall not receive acceptances in respect of all of the Transfer Shares within the period(s) of the aforesaid offer(s) they shall forthwith give notice in writing of that fact to the Proposing Transferor and none of the Transfer Shares will be sold to the Shareholders or any person or persons nominated as aforesaid (except as mentioned below) pursuant to this Article. The Proposing Transferor may within a period of 3 months after the date of the Directors' said notice sell all (but not some only) of the Transfer Shares to any person or persons (including any Shareholder) at any price which is not less than the Transfer Price (after deducting, where appropriate, any net dividend or other distribution declared, paid or made after the date of the Transfer Notice in respect of the Transfer Shares and which has been or is to be retained by the Proposing Transferor).

10.13 If any Shareholder or Shareholders or person or persons nominated pursuant to Article 10.12.1 (the Purchaser or Purchasers) shall within the period(s) of the aforesaid offer(s) agree to purchase all of the Transfer Shares the Directors shall forthwith give notice in writing as hereinafter mentioned to the Proposing Transferor and to the Purchasers and the Proposing Transferor shall thereupon become bound upon payment of the Transfer Price to the Proposing Transferor (whose receipt shall be a good discharge to each Purchaser, the Company and the Directors therefor, none of whom shall be bound to see to the application thereof) to transfer to each Purchaser those Transfer Shares accepted by him. Every such notice shall state the name and address of each Purchaser, the number of Transfer Shares agreed to be purchased by him and the place and time appointed by the Directors for the completion of the purchase (being not less than 7 days nor more than 28 days after the date of the said notice and not being at a place outside England). Subject to the giving of such notice the purchase shall be completed at the time and place appointed by the Directors.

10.14 If the Transfer Notice in question did not contain a Total Transfer Condition and if by the foregoing procedure the Directors shall receive acceptances in respect of some only of the Transfer Shares within the period(s) of the aforesaid offer(s) they shall forthwith give notice in writing of that fact to the Proposing Transferor and the Proposing Transferor:-

10.14.1 shall thereupon become bound upon payment of the Transfer Price to transfer to each Purchaser those Transfer Shares accepted by him and the provisions of Article 10.13 shall apply mutatis mutandis thereto; and

10.14.2 may within a period of 3 months after the date of the Directors' said notice sell all or any of those Transfer Shares which have not been accepted as aforesaid to any person or persons (including any Shareholder) at any price which is not less than the Transfer Price (after deducting, where appropriate, the amount of any net dividend or other distribution declared, paid or made after the date of the Transfer Notice in respect of such Transfer Shares and which has been or is to be retained by the Proposing Transferor).

10.15 If a Proposing Transferor, having become bound to transfer any Transfer Shares pursuant to this Article, makes default in transferring the same the Directors may authorise some person (who shall be deemed to be the attorney of the Proposing Transferor for the purpose) to execute the necessary instrument of transfer of such Transfer Shares and may deliver it on his behalf and the Company may receive the purchase money and shall thereupon (subject to such instrument being duly stamped) cause the transferee to be registered as the holder of such Transfer Shares and shall hold such purchase money on behalf of the Proposing Transferor. The Company shall not be bound to earn or pay interest on any money so held. The receipt of the Company for such purchase money shall be a good discharge to the transferee who shall not be bound to see to the application thereof, and after the name of the transferee has been entered in the register of Shareholders in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.

10.16 For the purposes of this Article 10.16 a Relevant Event means:-

10.16.1 in relation to a Shareholder being an individual:

(a) such Shareholder becoming bankrupt; or

(b) such Shareholder dying; or



- (c) the happening of any such event as is referred to in paragraph (c) of regulation 81;
- 10.16.2 a Shareholder making any arrangement or composition with his creditors generally;
- 10.16.3 in relation to a corporate Shareholder:
- (a) a receiver, manager, administrative receiver or administrator is appointed of such Shareholder or over all or any part of its undertaking or assets; or
- (b) such Shareholder entering into liquidation (other than a voluntary liquidation for the purpose of a bona fide scheme of solvent amalgamation or re-construction); or
- (c) such Shareholder ceasing to be controlled (as defined by Section 840 of the Income and Corporation Taxes Act 1998) by the person(s) who controlled such Shareholder on the date on which it became a Shareholder or on the date of adoption of these Articles (whichever shall be the later).
- 10.16.4 Upon the happening of any Relevant Event the Shareholder in question and any permitted transferee of such member (pursuant to article 9) shall be deemed to have immediately given a Transfer Notice in respect of all the Shares as shall then be registered in the name of such Shareholder.
- 10.17 An obligation to transfer a Share under the provisions of this Article 10 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.
- 10.18 The provisions of this Article 10 may be waived in whole or in part in any particular case with the prior written consent of all the Shareholders.

11. COMPULSORY TRANSFERS

- 11.1 Notwithstanding the provisions of Article 10.15, if any person, who at the date of adoption of these Articles, or subsequently, is an employee and/or director of the Company or another company within the Group, shall cease for whatever reason (including death) to be an employee and a director ("a Leaver") then, unless the Board shall within 90 days of such cessation otherwise resolve, the Leaver shall, and each person holding any Leaver's Shares

whether as a permitted transferee in accordance with article 9 or otherwise, shall be deemed to have served a Transfer Notice in respect of the Leaver's Shares and subject to the provisions of Clause 11.3, Clause 10 shall apply to such a transfer.

11.2 For the avoidance of doubt, a person who is both an employee and a director shall only become a Leaver when he ceases to be both an employee and a director of the Company or another company within the Group as the case may be.

11.3 On a transfer of Shares made pursuant to this Article 11 the price per Share shall be determined as follows:

11.3.1 if the Leaver ceases to be employed or engaged as a result of gross dishonesty or fraud on the part of the Leaver, or the Leaver commits a serious non-remediable breach of his contract of employment the price per share shall be the lesser of the market value (valued in accordance with Article 10.5) and the par value of the Leaver's Shares;

11.3.2 if the Leaver ceases to be employed for a reason not within the circumstances described in paragraph 11.3.1, the price shall be the open market value of the Transfer Shares valued in accordance with Article 10.5, and calculated as at the date the relevant person became a Leaver.

11.4 The preceding provisions of this Article 11 may at any time be waived in whole or part in any particular case with the prior written consent of all the Shareholders.

12. LIMITATION ON TRANSFER OF CONTROL

12.1 No sale or transfer of any interest in any Shares which would result, if made and registered, in a person (or one or more persons as part of a single transaction or otherwise acting by agreement or understanding) or connected persons of that persons obtaining or increasing a Controlling Interest in the Company shall be made or registered unless an Approved Offer is made.

12.2 Any transfer of Shares pursuant to an Approved Offer shall not be subject to the restrictions on transfer contained in these Articles.

12.3 If the holders of more than 75% in total of the Shares in issue at the time wish to accept the offer (the **Accepting Shareholders**), the Accepting Shareholders shall give written notice to the remaining holders of the Shares (the **Other Shareholders**) of their wish to accept the Approved Offer and the Other Shareholders shall thereupon become bound to accept the

Approved Offer and to transfer their Shares to the offeror (or his nominee) with full title guarantee on the first closing date of that Approved Offer.

12.4 If any of the Other Shareholders fails to accept an Approved Offer in accordance with its terms by the first closing date of that Approved Offer, the Board may authorise some person to execute any forms of acceptance on behalf of that member in relation to the Approved Offer and/or transfers in favour of the relevant offeror (or as he may nominate) pursuant to the acceptance of the Approved Offer and the consideration may be received by the Company on behalf of that member. Upon the Company receiving such consideration and transfer (duly stamped) the offeror or its nominee shall be entered in the Register of Members of the Company. The certificate(s) in respect of any Shares so transferred, in the name of the original member, shall be deemed to be cancelled and a new certificate shall be issued in the name of the offeror or its nominee. The receipt of the Company for the consideration shall be a good discharge to the offeror who shall not be bound to see to the application of it, and after such registration in exercise of the above powers the validity of the proceedings shall not be questioned by any such person. The Company shall hold the said consideration on behalf of any such member in a separate bank account on trust for the relevant member pending delivery up of the cancelled certificate(s).

12.5 The Parties may disclose any information relating to the Company to a third party considering making an Approved Offer or its representatives or advisers subject to obtaining an appropriate commitment as to confidentiality and bona fides.

13. PROCEEDINGS AT GENERAL MEETINGS

13.1 If within half an hour from the time appointed for a general meeting, a quorum is not present, or if during a meeting a quorum ceases to be present the meeting, if convened upon the requisition of Shareholders, shall be dissolved. In any other case, it shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Board may determine. If a quorum is not present at any such adjourned meeting within half an hour from the time appointed for that meeting, the meeting shall be dissolved. Regulation 41 shall not apply to the Company.

13.2 A poll may be demanded at any general meeting by any Shareholder present in person or by proxy and entitled to vote. Regulation 46 shall be modified accordingly.



14. DELEGATION OF DIRECTORS' POWERS

- 14.1 Any committee of the Board may consist of one or more co-opted persons other than Directors on whom voting rights may be conferred as members of the committee but so that:
- 14.2 the number of co-opted members shall be less than one-half of the total number of members of the committee; and
- 14.3 no resolution of the committee shall be effective unless a majority of the members of the committee present at the meeting are Directors. Regulation 72 shall be modified accordingly.

15. APPOINTMENT AND RETIREMENT OF DIRECTORS

- 15.1 The minimum number of Directors shall be two.
- 15.2 The Directors shall not be subject to retirement by rotation and a Director appointed to fill a casual vacancy or as an addition to the Board shall not retire from office at the annual general meeting next following his appointment, and:
 - 15.2.1 Regulation 67 shall apply but with the deletion of the words "by rotation or otherwise" and "deemed to be reappointed";
 - 15.2.2 Regulations 73 to 75 inclusive, Regulation 80 and the last sentence of Regulation 84 shall not apply to the Company;
 - 15.2.3 Regulation 76 shall apply but with the deletion of the words "other than a director retiring by rotation";
 - 15.2.4 Regulation 77 shall not apply;
 - 15.2.5 Regulation 78 shall apply but with the deletion of the words "and may also determine the rotation in which any additional directors are to retire"; and
 - 15.2.6 Regulation 79 shall apply but with the deletion of the last two sentences.

16. DISQUALIFICATION AND REMOVAL OF DIRECTORS

The word "automatically" shall be inserted before the word "vacated" in the first line of Regulation 81. 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 shall be modified accordingly.

17. DIRECTORS

17.1 The Directors shall be entitled to such remuneration (if any) by way of fee as shall from time to time be determined by the Company in general meeting.

17.2 The Directors (including alternate Directors) shall also be entitled to be paid their reasonable travelling, hotel and other expenses of attending and returning from meetings of the Company or otherwise incurred while engaged on the business of the Company or in the discharge of their duties. Regulations 82 and 83 shall not apply to the Company.

17.3 Any Director who, by request, performs special services or goes or resides abroad for any purposes of the Company or who otherwise performs services which, in the opinion of the Board, are outside the scope of the ordinary duties of a Director shall receive such extra remuneration by way of salary, percentage of profits or otherwise as the Board may determine, which shall be charged as part of the Company's ordinary working expenses.

17.4 Subject to the provisions of the Act and provided that he has disclosed to the Directors the nature and extent of any material interest of his, a Director notwithstanding his office:

17.4.1 may, or any firm or company of which he is a Shareholder or director may, act in a professional capacity for the Company or any body corporate in which the Company is in any way interested; and

17.4.2 shall not, by reason of his office, be accountable to the Company for any benefit which he derives from such service or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

17.5 For the purposes of this Article 18 an interest of a person who is, for any purpose of the Act (excluding any statutory modification not in force when this Article becomes binding on the Company), connected with a Director shall be treated as an interest of the Director and, in relation to an alternate Director, an interest of his appointor shall be treated as an interest of the alternate Director without prejudice to any interest which the alternate Director has otherwise.

17.6 Regulations 85 and 86 shall be modified accordingly.

18. POWERS AND DUTIES OF DIRECTORS

A Director, notwithstanding that he or, in the case of an alternate Director, his appointor, or any person connected with him or (as the case may be) his appointor has an interest or duty which is material and which conflicts or may conflict with the interests of the Company, may vote in respect of any contract, transaction or arrangement and may be counted in the quorum present at any meeting. Regulations 94, 95, 96 and 97 shall not apply to the Company.

19. PROCEEDINGS OF DIRECTORS

19.1 An alternate Director who is himself a Director and/or who acts as an alternate Director for more than one Director shall be entitled, in the absence of his appointor(s), to a separate vote or votes on behalf of his appointor(s) in addition (if he is himself a Director) to his own vote. Regulation 88 shall be modified accordingly.

19.2 Any Director or member of a committee of Directors may participate in a meeting of the Directors or such committee by means of conference telephone or other communications equipment which allows all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute persons present at such meeting and shall be entitled to vote or be counted in the quorum accordingly.

20. DIVIDENDS

Dividends shall be declared and paid according to the amounts paid up or credited as paid up on the Shares on which the dividend is paid. Regulation 104 shall be construed accordingly.

21. SECRETARY

Where any statutory provision or these Articles require or authorise a thing to be done by or to a Director and the secretary of the Company, the provision shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the secretary of the Company.

22. NOTICES

A notice served by pre-paid first class mail shall be deemed to be given at the expiration of twenty-four hours after the time when the envelope containing the same is posted, and if posted by any other class of pre-paid mail, at the time at which the letter would be delivered in the ordinary course of post. Regulation 115 shall be modified accordingly.

23. INDEMNITY

Subject to the provisions of the Act but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution of his duties or 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 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 relief is granted to him by the Court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company. The Company may take out and maintain such insurance in favour of a Director or other officer as permitted by the Act. Regulation 118 shall not apply to the Company.

24. GRATUITIES AND PENSION

The Directors may exercise the powers of the Company conferred by clause 3.21 of the memorandum of association of the Company and shall be entitled to retain any benefits by them or any of them by reason of the exercise of any such powers. Regulation 87 shall not apply to the Company.

FILE COPY



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

Company No. 3198823

The Registrar of Companies for England and Wales hereby certifies that

MAGDALENE TELECOM LIMITED

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

MAGDALENE LIMITED

Given at Companies House, London, the 3rd April 2006



C031988232



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

NOTICE OF STATUTORY WRITTEN RESOLUTION TO REGISTRAR

Company Number: 3198823

MAGDALENE TELECOM LIMITED
(the Company)



**RESOLUTION IN WRITING OF THE SOLE
MEMBER OF THE COMPANY**
(Passed on 31 March 2006)

On 31 March 2006, the sole member of the Company entitled to attend and vote at general meetings of the Company, pursuant to Section 381A of the Companies Act 1985, passed the following resolution to take effect as if it had been passed as a special resolution by the Company at a general meeting duly convened and held:

RESOLUTION

THAT the name of the Company be and is hereby changed to Magdalene Limited.


.....
Director



NOTICE OF STATUTORY WRITTEN RESOLUTIONS TO REGISTRAR

Company No: 3198823

MAGDALENE TELECOM LIMITED

**RESOLUTIONS IN WRITING OF
THE MEMBERS OF THE COMPANY**

(Passed on 30 June 2005)

On 30 June 2005, all the members of the Company, who at the date of these resolutions were entitled to attend and vote at general meetings of the Company, **RESOLVED** pursuant to section 381A of the Companies Act 1985 (the Act) the following to take effect as if it had been passed as a special resolution at such a meeting:

THAT:

SPECIAL RESOLUTION

Pursuant to section 155(4) of the Act, the giving of financial assistance by the Company to Magdalene Holdings Limited in connection with the acquisition of shares in the Company, details of which are set out in a statutory declaration on Form 155(6)a, to be declared by the directors of the Company on the same date as this resolution is passed (and a copy of which is annexed hereto), be and is hereby approved.



.....
Director



G

CHFP041

COMPANIES FORM No. 123

Notice of increase in nominal capital

123

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

3198823

Name of company

*Insert full name of company

* MAGDALENE TELECOM LIMITED

gives notice in accordance with section 123 of the above Act that by resolution of the company dated 27 MAY 2005 the nominal capital of the company has been increased by £ 2,000 beyond the registered capital of £ 20,000.

† 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:

All shares are subject to the rights and conditions set out in the Company's articles of association.

Please tick here if continued overleaf

Signed

Designation ‡ DIRECTOR

Date 27/05/2005

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

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

Speechly Bircham
6 St Andrew Street
London
EC4A 3LX
DX 54 Chancery Lane

For official use (10/03)

General Section

Post room



Oyez 7 Spa Road, London SE16 3QQ.
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2003 Edition 12.2003

Companies G123

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NOTICE OF STATUTORY WRITTEN RESOLUTION TO REGISTRAR

Company No: 3198823

MAGDALENE TELECOM LIMITED

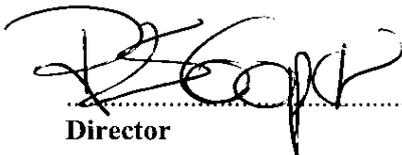
**RESOLUTION IN WRITING OF
THE MEMBERS OF THE COMPANY**

(Passed on 27/05/2005)

On 27th May 2005, all the members entitled to attend and vote at general meetings of the Company, pursuant to Section 381A of the Companies Act 1985, passed the following resolutions to take effect as if they had been passed as special resolutions at such meeting:

SPECIAL RESOLUTIONS

1. The authorised share capital of the Company be and it is increased from £20,000 to £22,000 by the creation of an additional 2,000 B Ordinary Shares of £1 each in the capital of the Company, each having the rights set out in the articles of association of the Company.
2. In substitution for all previous authorities which are hereby revoked, the directors be and they are generally and unconditionally authorised for the purposes of Section 80, Companies Act 1985 (the Act) to allot, or to grant any right to subscribe for or to convert any security into, shares in the Company up to a maximum nominal amount of £22,000 at any time or times during the period from the date of the passing of this resolution up to and including five years from the date of this resolution on which date this authority shall expire and this authority shall allow the Company to make an offer or agreement before the expiry of the authority which would or might require shares to be allotted, or rights to subscribe for or to convert any security into shares to be granted, after the expiry of the authority.
3. The directors of the Company be and they are empowered for the purposes of Section 95, the Act to allot equity securities (as defined by Section 94, the Act) for cash pursuant to the authority conferred by resolution no 2 as if Section 89(1), the Act and did not apply to any such allotment.
4. The provisions of article 5.3 of the Company's articles of association, be disapplied in respect of the allotment and issue of up to 2,000 B Ordinary Shares pursuant to resolution 2 above.


.....
Director



NOTICE OF STATUTORY WRITTEN RESOLUTIONS TO REGISTRAR

Company No. 3198823

MAGDALENE TELECOM LIMITED

**RESOLUTIONS IN WRITING OF
THE MEMBERS OF THE COMPANY**

(Passed on 7/2, 2003)

On 7/2/2003, the members of the Company entitled to attend and vote at general meetings of the Company, pursuant to Section 381A of the Companies Act 1985, passed the following written resolutions to take effect as if they had been passed as special resolutions at such meeting:

RESOLUTIONS

1. That in accordance with Section 80 of the Act, the directors of the Company be and are hereby authorised to exercise all powers of the Company to allot up to 4,150 Ordinary Shares of £1 each in the capital of the Company to the shareholders listed below and in the amounts as follows:

David Hopkins	-	1614
Denise Hopkins	-	1614
Andrea Hopkins	-	230
Michael Hopkins	-	692

and on such terms and conditions as the directors may decide provided that this authority (unless previously revoked or renewed) shall expire on 1 March 2003.

2. That in accordance with Section 95(1) of the Act, the directors of the Company be and are hereby authorised to allot 4,150 Ordinary Shares of £1 each in the capital of the Company pursuant to the authority conferred by resolution number 1 above as if Section 89(1) of the Act did not apply to such allotment, provided that such power shall expire on 1 March 2003.
3. That, subject to the passing of resolutions 1 and 2 above, the directors be and they are hereby authorised to capitalise out of the amount for the time being standing to the credit of the Company's profit and loss account, a sum equal to the aggregate nominal amount of the additional Ordinary Shares to be allotted pursuant to the authority contained in resolution 1 above and to apply such sum in paying up in full the appropriate number of unissued Ordinary shares.



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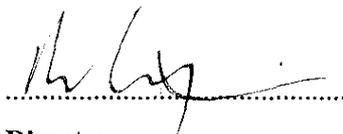
That following the issue of Ordinary Shares of £1 each in the capital of the Company pursuant to resolutions 1, 2 and 3 above and the transfer of 1,614 Ordinary Shares of £1 each in the Company from Denise Hopkins to Michael Hopkins and the transfer of 144 and 665 Ordinary Shares of £1 each in the Company from David Hopkins to Michael Hopkins and Andrea Hopkins respectively:

- 4.1 the 9,200 (in aggregate) authorised and issued Ordinary Shares of £1 each in the capital of the Company held by David Hopkins, Denise Hopkins and Andrea Hopkins be and are hereby re-designated as "A" Ordinary Shares of £1 each;
- 4.2 the 3,950 authorised and issued Ordinary Shares of £1 each in the capital of the Company held by Michael Hopkins be and are hereby re-designated as "B" Ordinary Shares of £1 each; and
- 4.3 the 6,850 authorised but unissued Ordinary Shares of £1 each in the capital of the Company be and are hereby re-designated as 6,850 "B" Ordinary Shares of £1 each;

each such share having the rights and being subject to the restrictions attaching to that particular class of shares as set out in the Articles of Association of the Company as adopted pursuant to resolution number 5.

5. That the Articles of Association annexed hereto be adopted as the new Articles of Association of the Company.
6. That the terms of the proposed Enterprise Management Incentive Scheme to be adopted by the Company for the purpose of incentivising senior employees of the Company (a copy of which is annexed) (the **EMI Scheme**) be and are hereby approved and that the directors be and are hereby authorised to take all necessary steps to ensure that the EMI Scheme is adopted by the Company.
7. That the pre-emption rights in article 5.3 of the Articles of Association of the Company adopted pursuant to resolution number 5 be disapplied for the purposes of granting options (pursuant to the EMI Scheme adopted in resolution number 6) over 6,850 B Ordinary Shares of £1 each to the persons and in the amounts listed below and on such terms and in such manner as the directors think fit:

Roy Cooper	-	3,950
Mark Turner	-	2,000
Bernard Smart	-	300
Keith Lamport	-	600

 7/2/03

Director

4 5

THE COMPANIES ACTS 1985 TO 1989
PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

MAGDALENE TELECOM LIMITED

adopted by special resolution passed on 7 February 2003

THE COMPANIES ACTS 1985 to 1989

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

MAGDALENE TELECOM LIMITED

(Adopted by special resolution of the Company
passed on 7 February 2003)

1. **PRELIMINARY**

The regulations contained in Table A in the Companies (Tables A to F) Regulations 1985 (SI 1985 No.805) as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (SI 1985 No. 1052) (**Table A**) shall apply to the Company and shall be deemed to form part of these Articles save to the extent that they are excluded or varied by or inconsistent with the Articles contained below. References herein to Regulations are to Regulations in Table A unless otherwise stated.

2. **DEFINITIONS AND INTERPRETATION**

2.1 In these Articles unless the context otherwise requires:

Act: means the Companies Act 1985 (as amended);

Approved Offer: means an offer in writing for all the Shares in the Company on equal terms as if the Shares were one class and which:

(a) is stipulated to be open for acceptance for at least 21 days; and

(b) includes an undertaking by the offeror that neither it nor persons acting by agreement or understanding with it have entered into or have agreed more favourable terms with any other member for the purchase of Shares.

Articles: means these articles of association in their present form or as from time to time altered;

A Ordinary Shares: means the A ordinary shares of £1 each in the capital of the Company;

Board: means the board of Directors or a duly authorised committee thereof or the Directors present at a meeting of the board of Directors or a duly authorised committee thereof, in each case at which a quorum is present;

Controlling Interest: means an interest (within the meaning of Schedule 13, Part 1 and Section 324 of the Act) in Shares conferring in aggregate 50% or more of the total voting rights conferred by all the Shares in the equity share capital of the Company for the time being in issue;

Director: means a director for the time being of the Company;

Family Shareholder: means, in relation to a Shareholder, any one or more of that person's spouse, children or grandchildren (including step or adopted children or grandchildren) brothers or sisters;

Family Trust: means, in relation to a Shareholder, a trust or settlement set up wholly for the benefit of that person and/or that person's Family Shareholders (including, for the avoidance of doubt, any trust or settlement established in respect of the pension arrangements of such person) but a trust is not precluded from being a Family Trust if the ultimate default beneficiary is a charity or charities;

Group: means those companies comprising (a) the holding company of which a corporate Shareholder is a wholly-owned subsidiary, and / or (b) a wholly-owned subsidiary of a corporate Shareholder or of the holding company of which such corporate Shareholder is a wholly-owned subsidiary;

Leaver: means as defined in Article 11.1;

Leaver's Shares: means in relation to a Leaver, any Shares transferred or issued to that Leaver and subsequently transferred by him;

B Ordinary Shares: means the B Ordinary Shares of £1 each in the capital of the Company;

Shares: means the A Ordinary and B Ordinary shares of £1 each in the capital of the Company and **Share** means an A Ordinary or B Ordinary Share;

Shareholder: means a holder of a Share in the Company;

Transfer Notice: shall bear the meaning as set out in Article 10;

- 2.2 In the first line of Regulation 1, after the word "regulations" the words "and in any articles adopting in whole or part the same" shall be inserted.
- 2.3 Words importing the singular number shall include the plural, words importing the masculine shall include the feminine and neuter, and words importing persons shall include bodies corporate, unincorporated associations and partnerships.
- 2.4 A special or extraordinary resolution shall be effective for any purpose for which an ordinary resolution is expressed to be required under any provisions of these Articles.
- 2.5 A reference in these Articles to the "transfer" of any Share shall be deemed to mean the transfer, sale, or other disposal of or grant of a mortgage, charge or option over either or both of the legal and beneficial ownership in such Share.

3. **SHARE CAPITAL**

The authorised share capital of the Company at the date of adoption of these Articles is £20,000 divided into 9,200 A Ordinary Shares and 10,800 B Ordinary Shares of £1.00 each.

4. **SHARE RIGHTS**

- 4.1 Except as otherwise provided in these Articles, the A Ordinary Shares and B Ordinary Shares shall rank *pari passu* in all respects but shall constitute separate classes of shares.
- 4.2 Save as provided in these Articles, on a show of hands every Shareholder who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative, not being himself a Shareholder entitled to vote, shall have one vote and on a poll every Shareholder shall have one vote for every Share of which he is the holder.

- 4.3 The accumulated profits of the Company which are available for distribution within the meaning of the Act in respect of any financial period may be distributed amongst the A Shareholders and B Shareholders in such amounts as the Directors may recommend and the Company shall determine to pay.
- 4.4 No variation of the rights attaching to any class of shares shall be effective except with:
- 4.4.1 the consent in writing of the holders of not less than three-quarters in nominal value of the issued shares of the relevant class; or
- 4.4.2 the sanction of an extraordinary resolution passed at a separate general meeting of the holders of the shares of the relevant class. To any such separate general meeting all the provisions of these Articles as to general meetings of the Company shall *mutatis mutandis* apply, but so that the necessary quorum shall be one holder 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. For the purpose of this Article one holder present in person or by proxy or (being a corporation) by a duly authorised representative may constitute a meeting.
- 4.5 Each of the following shall be deemed to constitute a variation of the rights attached to each class of shares:
- 4.5.1 any alteration in the memorandum or articles of association of the Company;
- 4.5.2 any increase or reduction or other alteration in the authorised or issued share capital of the Company or any of the rights attaching to any share capital; and
- 4.5.3 any resolution to put the Company into liquidation.
- 4.6 Any A Ordinary Share transferred or issued to a holder of an B Ordinary Share shall (without further authority than is contained in this Article) forthwith on its transfer be deemed to have been redesignated as a B Ordinary Share having all the rights, privileges and restrictions attaching to the B Ordinary Share.

4.7 Any B Ordinary Share transferred or issued to a holder of an A Ordinary Share shall (without further authority than is contained in this Article) forthwith on its transfer be deemed to have been redesignated as an A Ordinary Share having all the rights, privileges and restrictions attaching to the A Ordinary Shares.

5. SHARES

5.1 Subject to the provisions of Article 5.3, the Board is generally and unconditionally authorised for the purposes of section 80 of the Act to exercise any power of the Company to allot relevant securities (as defined in that section) to such persons, on such terms and in such manner as it thinks fit, up to an aggregate nominal amount of £20,000 at any time or times during the period of five years from the date of the adoption of these Articles unless renewed revoked or varied in accordance with the Act.

5.2 The authority contained in Article 5.1 shall enable the Board to allot relevant securities after the expiry of the said period of five years pursuant to an offer or agreement made by the Company before the expiry of the said period.

5.3 Subject to the provisions of Article 5.1, unless otherwise determined by special resolution of the Company, any unissued Shares (of whatever class) shall before they are issued be offered to the Shareholders in proportion to the amounts (excluding any premium paid on issue) paid up on the Shares held by them respectively (and such offer shall be at the same price and on the same terms to each Shareholder with no distinction made between the class of Shares being offered and the class of shares held the respective Shareholder). The offer shall be made by notice specifying the number and class of Shares offered, the proportionate entitlement of the relevant Shareholder, the price per Share and limiting a period (not being less than 14 days) within which the offer, if not accepted, will be deemed to be declined and after the expiration of such period the Board shall offer the Shares so declined to the persons who have, within the said period, accepted all the Shares offered to them in the same manner as the original offer and limited by a period of not less than 14 days. If any Shares comprised in such further offer are declined or deemed to be declined such further offer shall be withdrawn in respect of such Shares. At the expiration of the time limited by the notice(s) the Board shall allot the Shares so offered to or amongst the Shareholders who have notified their willingness to take all or any of such Shares in accordance with the terms of the offer. No Shareholder shall be obliged to take more than the maximum number of Shares he has indicated his willingness to take. In accordance with section 91 of the Act, section 89(1) and section 90(1) to (6) inclusive of the Act shall be excluded from applying to the Company.

5.4 Any Shares not accepted pursuant to Article 5.3 or not capable of being so offered except by way of fractions and any Shares released from the provisions of Article 5.3 by special resolution as therein specified shall subject to the provisions of section 80 of the Act, be at the disposal of the Board who may allot, grant options over or otherwise dispose of them to such persons at such times and generally on such terms and conditions as they think proper, provided that no Shares shall be issued at a discount and provided further that, in the case of Shares not accepted as aforesaid, such Shares shall not be disposed of on terms which are more favourable to the subscribers thereof than the terms on which they were offered to the Shareholders.

6. LIEN

The lien conferred by Regulation 8 shall attach to all Shares whether fully paid or not. Regulation 8 shall be modified accordingly.

7. FORFEITURE

The liability of any Shareholder in default of payment of a call shall, if the Board so directs, also include any costs and expenses suffered or incurred by the Company in respect of such non-payment and the powers conferred on the Board by Regulation 18 and the provisions of Regulation 21 shall be extended accordingly.

8. TRANSFER OF SHARES

8.1 The Directors shall refuse to register the transfer of any Share unless such transfer is permitted by, or is made pursuant to and in accordance with Article 9, 10, 11 or 12.

8.2 Subject to Articles 8.3 and 8.7 the Directors shall not be entitled to decline to register the transfer of any Share which is permitted by, or is made pursuant to and in accordance with Article 9, 10, 11 or 12.

8.3 For the purpose of ensuring that a particular transfer of Shares is permitted under the provisions of these Articles the Directors may require the transferor or the person named as transferee in the transfer lodged for registration to furnish the Company with such information and evidence as the Directors may think necessary or relevant. Failing such information or evidence being furnished to the satisfaction of the Directors within a period of 28 days after such request the Directors shall be entitled to refuse to register the transfer in question.

- 8.4 If a Shareholder or other person entitled to transfer a Share at any time attempts to deal with or dispose of the Share or any interest therein otherwise than in accordance with the provisions of Articles 9, 10, 11 or 12 he shall be deemed immediately prior to such attempt to have given a Transfer Notice in respect of such Share.
- 8.5 Where a Transfer Notice in respect of any Share is deemed to have been given under any provision of these Articles and the circumstances are such that the Directors are unaware of the facts giving rise to the same, such Transfer Notice shall be deemed to have been received by the Directors on the date on which the Directors receive actual notice of such facts and the provisions of Article 10 shall apply accordingly.
- 8.6 A deemed Transfer Notice shall be deemed not to contain a Total Transfer Condition (as defined in Article 10) and shall not be revocable.
- 8.7 The Directors may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any Share which would otherwise be permitted under these Articles if it is a transfer:
- 8.7.1 of a Share on which the Company has a lien; or
- 8.7.2 of a Share (not being a fully paid Share) to a person of whom they shall not approve.

The first sentence of regulation 24 shall not apply.

9. PERMITTED TRANSFERS

- 9.1 A Shareholder may transfer all or any of its Shares in accordance with the following provisions of this Article 9 following prior consultation with the Board.
- 9.2 Subject to clause 9.3 a corporate Shareholder may at any time transfer all or any Shares held by it to another company in the same Group provided that such company in the same Group is not in a directly competitive business to the Company.
- 9.3 If a corporate Shareholder holding Shares transferred to him under Article 9.2 ceases to be a Shareholder of the same Group as the original corporate Shareholder who held such Shares and does not, prior to so ceasing, transfer all such Shares registered in his name to the original corporate Shareholder or to another Shareholder of the same Group as the original corporate Shareholder, the current corporate Shareholder shall without delay notify the

Company that such event has occurred and shall give a Transfer Notice to the Company in respect of those Shares and, if the corporate Shareholder fails to give such a Transfer Notice, it shall be deemed to have served the Company with a Transfer Notice in respect of those Shares.

- 9.4 Any Shareholder may transfer any of his Shares to the trustees of a Family Trust or to some other Family Shareholder of that Shareholder.
- 9.5 Where Shares are held by trustees of a Family Trust, they may on change of trustees be transferred to the new trustees of that Family Trust.
- 9.6 The trustees of a Family Trust may also transfer any of the Shares held by them in that capacity to a person who has an immediate beneficial interest under the Family Trust or to a Family Shareholder of that beneficiary.
- 9.7 Shares may be transferred without restriction by a Shareholder to a person to hold such Shares as its nominee but any transfers by such nominee shall be subject to the same restrictions as though they were transfers by the Shareholder himself.
- 9.8 If a Shareholder holding Shares transferred to him under this Article 9 as a Family Shareholder ceases to be a Family Shareholder of the original Shareholder who held such Shares and does not, prior to so ceasing, transfer all such Shares registered in his name to the original Shareholder or to another Family Shareholder of that original Shareholder, the current Shareholder shall without delay notify the Company that such event has occurred and shall give a Transfer Notice to the Company in respect of those Shares and, if the Shareholder fails to give such a Transfer Notice, he shall be deemed to have served the Company with a Transfer Notice in respect of those Shares.
- 9.9 If any trust whose trustees hold Shares ceases to be a Family Trust and if such trustees do not prior to so ceasing, transfer all such Shares registered in their name to the relevant Shareholder or to the trustees of a Family Trust or to another Family Shareholder of the said relevant Shareholder, the trustees shall without delay notify the Company that such event has occurred and shall give a Transfer Notice to the Company in respect of those Shares and, if the trustees fail to give such a Transfer Notice, they shall be deemed to have served the Company with a Transfer Notice in respect of those Shares.

9.10 If a Transfer Notice is given or is deemed to have been served on the Company in accordance with the provisions set out in Articles 9.3, 9.8, 9.9 the provisions set out in Article 10 shall apply.

9.11 A transfer of any Share pursuant to this Article shall only be treated as a permitted transfer for the purposes of these Articles if it is a transfer of the entire legal and beneficial interest in such Share free from all liens, charges and other encumbrances.

10. PRE-EMPTION RIGHTS

10.1 Except as provided in Article 9, before transferring or agreeing to transfer any Share or any interest therein (including for this purpose the assignment of the beneficial interest in, or the creation of any charge or other security interest over, such share or the renunciation or assignment of any right to receive or subscribe for such share) the person proposing to transfer the same (the **Proposing Transferor**) shall be obliged to give notice in writing to the company (a **Transfer Notice**).

The Transfer Notice shall specify:

10.1.1 the number and class of Shares which the Proposing Transferor wishes to transfer (the **Transfer Shares**) (which may be all or part only of the Shares then held by the Proposing Transferor); and

10.1.2 the price at which the Proposing Transferor wishes to sell the Transfer Shares and the identity of any person who has indicated a willingness to purchase the Transfer Shares at such price;

A Transfer Notice shall also state whether the Proposing Transferor wishes to impose a condition that unless all the Transfer Shares are sold pursuant to the following provisions of this Article 10 none shall be so sold (a **Total Transfer Condition**). The Transfer Notice shall constitute the Directors as the agents of the Proposing Transferor empowered to sell the Transfer Shares (together with all rights attaching thereto at the date of the Transfer Notice or at any time thereafter) at the Transfer Price (as hereinafter defined) on the terms of this Article 10. Save as otherwise provided for in these Articles, once given a Transfer Notice may not be revoked save with the prior written consent of the Board.

- 10.2 Where a Transfer Notice is given in respect of more than one class of Share it shall be deemed for the purposes of this Article 10 to comprise a number of separate Transfer Notices, one in respect of each such class.
- 10.3 As soon as practicable after the receipt of a Transfer Notice or becoming aware of a deemed Transfer Notice as the case may be the Directors shall serve a copy of that Transfer Notice or details of a deemed Transfer Notice on all the Shareholders other than the Proposing Transferor.
- 10.4 Subject as provided otherwise in these Articles the Transfer Shares shall be offered for purchase at a price per Transfer Share (the **Transfer Price** which expression, where used in respect of more than one Transfer Share, shall mean the price per Transfer Share multiplied by the number of Transfer Shares in question) determined in accordance with Article 10.5.
- 10.5 The Transfer Price (save in respect of a deemed Transfer Notice given pursuant to clause 11.3.1) shall be such price as shall be agreed in writing between the Proposing Transferor and the Directors or in the absence of such agreement (whether by reason of disagreement, absence, death or otherwise) within 21 days after the service of notices pursuant to Article 10.3 the Transfer Price will be determined by an independent chartered accountant of not less than five years standing (the **Expert**) who shall be nominated by the Board or failing such nomination within 14 days after the request of any Shareholder to the others therefor nominated at the request of any Shareholder by the President for the time being of the Institute of Chartered Accountants in England and Wales. The Expert shall act as an expert and not as an arbitrator and his written determination shall be final and binding on the Shareholders.
- 10.6 The Expert will certify the open market value of the Transfer Shares as at the date of the Transfer Notice on the following assumptions and bases:
- 10.6.1 valuing the Transfer Shares as on an arm's length sale between a willing vendor and a willing purchaser;
 - 10.6.2 if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
 - 10.6.3 that the Transfer Shares are capable of being transferred without restriction;

10.6.4 ignoring any reduction in value which may be ascribed to the Transfer Shares by virtue of the fact that they represent a minority interest.

If any difficulty shall arise in applying any of the foregoing assumptions or bases then such difficulty shall be resolved by the Expert in such manner as he shall in his absolute discretion think fit.

The Transfer Price shall be a sum equal to the open market value of the Transfer Shares determined as aforesaid divided by the number of Transfer Shares. The Company will use all reasonable endeavours to procure that the Expert determines the Transfer Price within 21 days of being requested to do so.

10.7 If the determination of the Transfer Price is referred to the Expert the date of determination of the Transfer Price (the **Determination Date**) shall be the date upon which the Directors receive the Expert's determination of the Transfer Price in writing. If the Transfer Price is determined by written agreement between the proposing transferor and the Directors as aforesaid then the Determination Date shall be the date on which such agreement is made.

10.8 Where the Expert has determined the Transfer Price as aforesaid the Proposing Transferor shall, except in the case of a transfer pursuant to Articles 10.16 or 11, be entitled if the Transfer Price is not acceptable to him to revoke the Transfer Notice by giving notice in writing to the Directors that he does so within a period of 14 days after the Determination Date (such period being hereinafter referred to as the **Withdrawal Period**).

10.9 The costs and expenses of the Expert in determining the Transfer Price shall be borne as to one half by the Proposing Transferor and as to the other half by the Purchasers (as hereinafter defined) pro rata according to the number of Transfer Shares purchased by them unless (a) the Proposing Transferor shall revoke the Transfer Notice pursuant to Article 10.8; or (b) none of the Transfer Shares are purchased by the Shareholders pursuant to Article 10.10, in either of which events the Proposing Transferor shall pay all of such costs and expenses.

10.10 Within 7 days after the Determination Date the Transfer Shares shall be offered for purchase at the Transfer Price by the Directors to each of the Shareholders (other than the Proposing Transferor) and no distinction shall be made between the class of shares being offered and the class of shares held by each respective Shareholder and, in the case of competition, shall be sold to the acceptors in proportion (as nearly as may be without involving fractions or

selling to any Shareholder a greater number of Transfer Shares than the maximum number applied for by him) to the number of Shares (of whatever class) then held by them respectively. If any of the Transfer Shares shall not be capable of being allocated as aforesaid without involving fractions, the same shall be offered amongst the acceptors, or some of them, in such proportions or in such manner as may be determined by lots drawn in respect thereof, and the lots shall be drawn in such manner as the Directors shall think fit.

10.11 Any offer made pursuant to Article 10.10 shall be made by notice in writing and shall specify (a) the number and class of the Transfer Shares; (b) the proportionate entitlement of the relevant Shareholder (on the assumption that there will be competition for the Transfer Shares); (c) the Transfer Price; (d) whether or not the Transfer Notice contained a Total Transfer Condition and (e) a period (being not less than 21 days and not more than 42 days) within which the offer must be accepted or shall lapse.

10.12

10.12.1 If by the foregoing procedure the Directors shall not receive acceptances from Shareholders in respect of all of the Transfer Shares within the period(s) of the aforesaid offer(s) they shall forthwith give notice in writing of that fact to all the Shareholders, whereupon the holders of at least three-quarters in nominal value of the issued Shares (excluding the Shares held by the Proposing Transferor) shall be entitled within 14 days of the date of service of that notice to nominate (by giving notice in writing to the Directors signed by each such holder or on his behalf and which may consist of several notices in the like form) any person or persons (whether or not a Shareholder) who has expressed his willingness in writing to purchase all or any of those Transfer Shares in respect of which acceptances have not been received at the Transfer Price as the purchaser(s) of all or some such Transfer Shares (and the Directors shall be deemed to have made an offer of such Shares accordingly); Provided that if any such nominated purchaser shall fail to complete any such purchase in accordance with this Article the Directors shall forthwith give notice in writing of that fact to the proposing Transferor who may within a period of three months of the date of such notice sell any such remaining Transfer Shares to any person or persons (including any Shareholder) at any price which is not less than the Transfer Price (after deducting, where appropriate, any net dividend or other distribution declared, paid or made after the date of the Transfer Notice in respect of the

Transfer Shares and which has been or is to be retained by the Proposing Transferor).

10.12.2 If the Transfer Notice in question contained a Total Transfer Condition then no offer of Transfer Shares made by the Directors pursuant to this Article 10 shall be capable of acceptance until all of the Transfer Shares shall have been accepted by the Shareholders (or any of them) or any person or persons nominated pursuant to sub-Article 10.12.1. If by the foregoing procedure the Directors shall not receive acceptances in respect of all of the Transfer Shares within the period(s) of the aforesaid offer(s) they shall forthwith give notice in writing of that fact to the Proposing Transferor and none of the Transfer Shares will be sold to the Shareholders or any person or persons nominated as aforesaid (except as mentioned below) pursuant to this Article. The Proposing Transferor may within a period of 3 months after the date of the Directors' said notice sell all (but not some only) of the Transfer Shares to any person or persons (including any Shareholder) at any price which is not less than the Transfer Price (after deducting, where appropriate, any net dividend or other distribution declared, paid or made after the date of the Transfer Notice in respect of the Transfer Shares and which has been or is to be retained by the Proposing Transferor).

10.13 If any Shareholder or Shareholders or person or persons nominated pursuant to Article 10.12.1 (the **Purchaser** or **Purchasers**) shall within the period(s) of the aforesaid offer(s) agree to purchase all of the Transfer Shares the Directors shall forthwith give notice in writing as hereinafter mentioned to the Proposing Transferor and to the Purchasers and the Proposing Transferor shall thereupon become bound upon payment of the Transfer Price to the Proposing Transferor (whose receipt shall be a good discharge to each Purchaser, the Company and the Directors therefor, none of whom shall be bound to see to the application thereof) to transfer to each Purchaser those Transfer Shares accepted by him. Every such notice shall state the name and address of each Purchaser, the number of Transfer Shares agreed to be purchased by him and the place and time appointed by the Directors for the completion of the purchase (being not less than 7 days nor more than 28 days after the date of the said notice and not being at a place outside England). Subject to the giving of such notice the purchase shall be completed at the time and place appointed by the Directors.

10.14 If the Transfer Notice in question did not contain a Total Transfer Condition and if by the foregoing procedure the Directors shall receive acceptances in respect of some only of the Transfer Shares within the period(s) of the aforesaid offer(s) they shall forthwith give notice in writing of that fact to the Proposing Transferor and the Proposing Transferor:-

10.14.1 shall thereupon become bound upon payment of the Transfer Price to transfer to each Purchaser those Transfer Shares accepted by him and the provisions of Article 10.13 shall apply mutatis mutandis thereto; and

10.14.2 may within a period of 3 months after the date of the Directors' said notice sell all or any of those Transfer Shares which have not been accepted as aforesaid to any person or persons (including any Shareholder) at any price which is not less than the Transfer Price (after deducting, where appropriate, the amount of any net dividend or other distribution declared, paid or made after the date of the Transfer Notice in respect of such Transfer Shares and which has been or is to be retained by the Proposing Transferor).

10.15 If a Proposing Transferor, having become bound to transfer any Transfer Shares pursuant to this Article, makes default in transferring the same the Directors may authorise some person (who shall be deemed to be the attorney of the Proposing Transferor for the purpose) to execute the necessary instrument of transfer of such Transfer Shares and may deliver it on his behalf and the Company may receive the purchase money and shall thereupon (subject to such instrument being duly stamped) cause the transferee to be registered as the holder of such Transfer Shares and shall hold such purchase money on behalf of the Proposing Transferor. The Company shall not be bound to earn or pay interest on any money so held. The receipt of the Company for such purchase money shall be a good discharge to the transferee who shall not be bound to see to the application thereof, and after the name of the transferee has been entered in the register of Shareholders in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.

10.16 For the purposes of this Article 10.16 a **Relevant Event** means:-

10.16.1 in relation to a Shareholder being an individual:

- (a) such Shareholder becoming bankrupt; or
- (b) such Shareholder dying; or

(c) the happening of any such event as is referred to in paragraph (c) of regulation 81;

10.16.2 a Shareholder making any arrangement or composition with his creditors generally;

10.16.3 in relation to a corporate Shareholder:

(a) a receiver, manager, administrative receiver or administrator is appointed of such Shareholder or over all or any part of its undertaking or assets; or

(b) such Shareholder entering into liquidation (other than a voluntary liquidation for the purpose of a bona fide scheme of solvent amalgamation or re-construction); or

(c) such Shareholder ceasing to be controlled (as defined by Section 840 of the Income and Corporation Taxes Act 1998) by the person(s) who controlled such Shareholder on the date on which it became a Shareholder or on the date of adoption of these Articles (whichever shall be the later).

10.16.4 Upon the happening of any Relevant Event the Shareholder in question and any permitted transferee of such member (pursuant to article 9) shall be deemed to have immediately given a Transfer Notice in respect of all the Shares as shall then be registered in the name of such Shareholder.

10.17 An obligation to transfer a Share under the provisions of this Article 10 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.

10.18 The provisions of this Article 10 may be waived in whole or in part in any particular case with the prior written consent of all the Shareholders.

11. **COMPULSORY TRANSFERS**

11.1 Notwithstanding the provisions of Article 10.15, if any person, who at the date of adoption of these Articles, or subsequently, is an employee and/or director of the Company or another company within the Group, shall cease for whatever reason (including death) to be an employee and a director (“a Leaver”) then, unless the Board shall within 90 days of such cessation otherwise resolve, the Leaver shall, and each person holding any Leaver’s Shares

whether as a permitted transferee in accordance with article 9 or otherwise, shall be deemed to have served a Transfer Notice in respect of the Leaver's Shares and subject to the provisions of Clause 11.3, Clause 10 shall apply to such a transfer.

11.2 For the avoidance of doubt, a person who is both an employee and a director shall only become a Leaver when he ceases to be both an employee and a director of the Company or another company within the Group as the case may be.

11.3 On a transfer of Shares made pursuant to this Article 11 the price per Share shall be determined as follows:

11.3.1 if the Leaver ceases to be employed or engaged as a result of gross dishonesty or fraud on the part of the Leaver, or the Leaver commits a serious non-remediable breach of his contract of employment the price per share shall be the lesser of the market value (valued in accordance with Article 10.5) and the par value of the Leaver's Shares;

11.3.2 if the Leaver ceases to be employed for a reason not within the circumstances described in paragraph 11.3.1, the price shall be the open market value of the Transfer Shares valued in accordance with Article 10.5, and calculated as at the date the relevant person became a Leaver.

11.4 The preceding provisions of this Article 11 may at any time be waived in whole or part in any particular case with the prior written consent of all the Shareholders.

12. **LIMITATION ON TRANSFER OF CONTROL**

12.1 No sale or transfer of any interest in any Shares which would result, if made and registered, in a person (or one or more persons as part of a single transaction or otherwise acting by agreement or understanding) or connected persons of that persons obtaining or increasing a Controlling Interest in the Company shall be made or registered unless an Approved Offer is made.

12.2 Any transfer of Shares pursuant to an Approved Offer shall not be subject to the restrictions on transfer contained in these Articles.

12.3 If the holders of more than 75% in total of the Shares in issue at the time wish to accept the offer (the **Accepting Shareholders**), the Accepting Shareholders shall give written notice to the remaining holders of the Shares (the **Other Shareholders**) of their wish to accept the Approved Offer and the Other Shareholders shall thereupon become bound to accept the

Approved Offer and to transfer their Shares to the offeror (or his nominee) with full title guarantee on the first closing date of that Approved Offer.

- 12.4 If any of the Other Shareholders fails to accept an Approved Offer in accordance with its terms by the first closing date of that Approved Offer, the Board may authorise some person to execute any forms of acceptance on behalf of that member in relation to the Approved Offer and/or transfers in favour of the relevant offeror (or as he may nominate) pursuant to the acceptance of the Approved Offer and the consideration may be received by the Company on behalf of that member. Upon the Company receiving such consideration and transfer (duly stamped) the offeror or its nominee shall be entered in the Register of Members of the Company. The certificate(s) in respect of any Shares so transferred, in the name of the original member, shall be deemed to be cancelled and a new certificate shall be issued in the name of the offeror or its nominee. The receipt of the Company for the consideration shall be a good discharge to the offeror who shall not be bound to see to the application of it, and after such registration in exercise of the above powers the validity of the proceedings shall not be questioned by any such person. The Company shall hold the said consideration on behalf of any such member in a separate bank account on trust for the relevant member pending delivery up of the cancelled certificate(s).
- 12.5 The Parties may disclose any information relating to the Company to a third party considering making an Approved Offer or its representatives or advisers subject to obtaining an appropriate commitment as to confidentiality and bona fides.

13. PROCEEDINGS AT GENERAL MEETINGS

- 13.1 If within half an hour from the time appointed for a general meeting, a quorum is not present, or if during a meeting a quorum ceases to be present the meeting, if convened upon the requisition of Shareholders, shall be dissolved. In any other case, it shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Board may determine. If a quorum is not present at any such adjourned meeting within half an hour from the time appointed for that meeting, the meeting shall be dissolved. Regulation 41 shall not apply to the Company.
- 13.2 A poll may be demanded at any general meeting by any Shareholder present in person or by proxy and entitled to vote. Regulation 46 shall be modified accordingly.

14. DELEGATION OF DIRECTORS' POWERS

- 14.1 Any committee of the Board may consist of one or more co-opted persons other than Directors on whom voting rights may be conferred as members of the committee but so that:
- 14.2 the number of co-opted members shall be less than one-half of the total number of members of the committee; and
- 14.3 no resolution of the committee shall be effective unless a majority of the members of the committee present at the meeting are Directors. Regulation 72 shall be modified accordingly.

15. APPOINTMENT AND RETIREMENT OF DIRECTORS

- 15.1 The minimum number of Directors shall be two.
- 15.2 The Directors shall not be subject to retirement by rotation and a Director appointed to fill a casual vacancy or as an addition to the Board shall not retire from office at the annual general meeting next following his appointment, and:
 - 15.2.1 Regulation 67 shall apply but with the deletion of the words "by rotation or otherwise" and "deemed to be reappointed";
 - 15.2.2 Regulations 73 to 75 inclusive, Regulation 80 and the last sentence of Regulation 84 shall not apply to the Company;
 - 15.2.3 Regulation 76 shall apply but with the deletion of the words "other than a director retiring by rotation";
 - 15.2.4 Regulation 77 shall not apply;
 - 15.2.5 Regulation 78 shall apply but with the deletion of the words "and may also determine the rotation in which any additional directors are to retire"; and
 - 15.2.6 Regulation 79 shall apply but with the deletion of the last two sentences.

16. DISQUALIFICATION AND REMOVAL OF DIRECTORS

The word "automatically" shall be inserted before the word "vacated" in the first line of Regulation 81. 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 shall be modified accordingly.

17. DIRECTORS

17.1 The Directors shall be entitled to such remuneration (if any) by way of fee as shall from time to time be determined by the Company in general meeting.

17.2 The Directors (including alternate Directors) shall also be entitled to be paid their reasonable travelling, hotel and other expenses of attending and returning from meetings of the Company or otherwise incurred while engaged on the business of the Company or in the discharge of their duties. Regulations 82 and 83 shall not apply to the Company.

17.3 Any Director who, by request, performs special services or goes or resides abroad for any purposes of the Company or who otherwise performs services which, in the opinion of the Board, are outside the scope of the ordinary duties of a Director shall receive such extra remuneration by way of salary, percentage of profits or otherwise as the Board may determine, which shall be charged as part of the Company's ordinary working expenses.

17.4 Subject to the provisions of the Act and provided that he has disclosed to the Directors the nature and extent of any material interest of his, a Director notwithstanding his office:

17.4.1 may, or any firm or company of which he is a Shareholder or director may, act in a professional capacity for the Company or any body corporate in which the Company is in any way interested; and

17.4.2 shall not, by reason of his office, be accountable to the Company for any benefit which he derives from such service or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

17.5 For the purposes of this Article 18 an interest of a person who is, for any purpose of the Act (excluding any statutory modification not in force when this Article becomes binding on the Company), connected with a Director shall be treated as an interest of the Director and, in relation to an alternate Director, an interest of his appointor shall be treated as an interest of the alternate Director without prejudice to any interest which the alternate Director has otherwise.

17.6 Regulations 85 and 86 shall be modified accordingly.

18. POWERS AND DUTIES OF DIRECTORS

A Director, notwithstanding that he or, in the case of an alternate Director, his appointor, or any person connected with him or (as the case may be) his appointor has an interest or duty which is material and which conflicts or may conflict with the interests of the Company, may vote in respect of any contract, transaction or arrangement and may be counted in the quorum present at any meeting. Regulations 94, 95, 96 and 97 shall not apply to the Company.

19. PROCEEDINGS OF DIRECTORS

19.1 An alternate Director who is himself a Director and/or who acts as an alternate Director for more than one Director shall be entitled, in the absence of his appointor(s), to a separate vote or votes on behalf of his appointor(s) in addition (if he is himself a Director) to his own vote. Regulation 88 shall be modified accordingly.

19.2 Any Director or member of a committee of Directors may participate in a meeting of the Directors or such committee by means of conference telephone or other communications equipment which allows all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute persons present at such meeting and shall be entitled to vote or be counted in the quorum accordingly.

20. DIVIDENDS

Dividends shall be declared and paid according to the amounts paid up or credited as paid up on the Shares on which the dividend is paid. Regulation 104 shall be construed accordingly.

21. SECRETARY

Where any statutory provision or these Articles require or authorise a thing to be done by or to a Director and the secretary of the Company, the provision shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the secretary of the Company.

22. NOTICES

A notice served by pre-paid first class mail shall be deemed to be given at the expiration of twenty-four hours after the time when the envelope containing the same is posted, and if posted by any other class of pre-paid mail, at the time at which the letter would be delivered in the ordinary course of post. Regulation 115 shall be modified accordingly.

23. INDEMNITY

Subject to the provisions of the Act but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution of his duties or 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 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 relief is granted to him by the Court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company. The Company may take out and maintain such insurance in favour of a Director or other officer as permitted by the Act. Regulation 118 shall not apply to the Company.

24. GRATUITIES AND PENSION

The Directors may exercise the powers of the Company conferred by clause 3.21 of the memorandum of association of the Company and shall be entitled to retain any benefits by them or any of them by reason of the exercise of any such powers. Regulation 87 shall not apply to the Company.



Notice of increase in nominal capital

123

CHFP000

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

Official use box

Company number: 3198823

Name of company

Name of company: * MARGARET TELECOM LIMITED

* insert full name of company

gives notice in accordance with section 123 of the above Act that by resolution of the company dated 19th August 2002 the nominal capital of the company has been increased by £ 10,000 beyond the registered capital of £ 10000.

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

SHARES ISSUED TO RAKH PAZI PASSU WITH ORIGINAL SHARES, I.E FULL VOTING AND DIVIDEND RIGHTS.

Please tick here if continued overleaf

Continued overleaf box

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

Signed [Signature]

Designation G. SECRETARY

Date 19th August 2002

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

MARUS-SMITH & KELLER 23 LEWIS ROAD DOWNSHAW MARKET NARROW PE33 9BT. JRA.

For official Use (02/00) General Section

Post room



A25 COMPANIES HOUSE

0666 31/08/02

Ordinary resolution

Company Number 3198823

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES

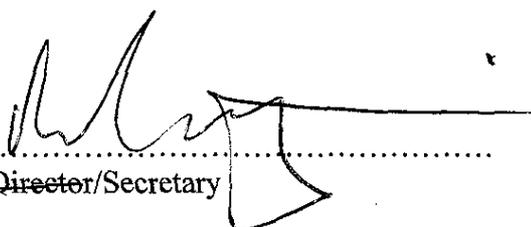
ORDINARY RESOLUTION
OF
MAGDALENE TELECOM LIMITED

Passed Nineteenth day of August 2002 at an Extraordinary General Meeting of the above-named company, duly convened and held at Hall Farm, Fitton Road, Magdalen, King's Lynn, Norfolk at 11 o'clock on the Nineteenth day of August 2002, the subjoined ordinary resolution was duly passed, viz:

RESOLUTION

That the share capital of the company be increased from £10,000 to £20,000 by the creation of an additional 10,000 shares of £1 each to rank pari passu in all respects with the existing 10,000 shares of the company.

Signature


.....
Director/Secretary



FILE COPY



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

Company No. 3198823

The Registrar of Companies for England and Wales hereby certifies that
MAGDALENE TECHNOLOGY LIMITED

having by special resolution changed its name, is now incorporated
under the name of
MAGDALENE TELECOM LIMITED

Given at Companies House, Cardiff, the 8th April 1999



C031988237



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



C O M P A N I E S H O U S E

HC006B

107884

Company No. 3198823



THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
SPECIAL RESOLUTION

- of -

MAGDALENE TECHNOLOGY LIMITED

At an EXTRAORDINARY GENERAL MEETING of the
members of the above-named Company convened and held on the
23 March 1999 the following SPECIAL RESOLUTION WAS DULY
PASSED:-

That with the consent of the Department of
Trade and Industry, the name of the Company
be changed to

MAGDALENE TELECOM LIMITED

SECRETARY/DIRECTOR

Presented by:-

J.P. COMPANY REGISTRATIONS & CO. LTD
SUITE 17
CITY BUSINESS CENTRE
LOWER ROAD
LONDON. SE16 1AA

TEL: 0171-252 3487



FILE COPY



**CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY**

Company No. 3198823

The Registrar of Companies for England and Wales hereby certifies that
MAGDALENE TECHNOLOGY LIMITED

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

Given at Companies House, Cardiff, the 15th May 1996



E.P. Owen
MRS. E. P. OWEN

N03198823L

For the Registrar of Companies



C O M P A N I E S H O U S E

HC007B



COMPANIES HOUSE

12

Please complete in typescript, or in bold black capitals.

Declaration on application for registration

Company Name in full



F012001J

[Empty box]

MAGDALENE TECHNOLOGY LIMITED

I, JOHN RICHARD WILCOX, a duly AUTHORISED OFFICER of JPCORD LIMITED, 17 City Business Centre SE16

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 of the Companies Act 1985† and that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with.

† Please delete as appropriate.

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Declarant's signature

[Signature]

Declared at 40 Great James Street, London, WC1N 3HB the nineteenth day of April One thousand nine hundred and ninety six

Please print name.

before me BRUCE GORDON SCOTT COLES

Signed

[Signature]

Date 19th January 1996

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

Please give the name, address, telephone number and, if available, a DX number and Exchange of the person Companies House should contact if there is any query.

JP COMPANY REGISTRATION & CO. LIMITED 17, City Business Centre, Lower Road, London, SE16 1AA Tel 0171-252-3487 DX number DX exchange



A12 *AMB56LDG* 587 COMPANIES HOUSE 09/05/96

When you have completed and signed the form please send it to the Registrar of Companies at: Companies House, Crown Way, Cardiff, CF4 3UZ DX 33050 Cardiff for companies registered in England and Wales or Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB DX 235 Edinburgh for companies registered in Scotland



COMPANIES HOUSE

10

Please complete in typescript, or in bold black capitals.

First directors and secretary and intended situation of registered office

Notes on completion appear on final page

[Empty box]

Company Name in full

MAGDALENE TECHNOLOGY LIMITED



F010001H

Proposed Registered Office

17 CITY BUSINESS CENTRE, LOWER ROAD,

(PO Box numbers only, are not acceptable)

[Empty box]

Post town

LONDON

County / Region

[Empty box]

Postcode

SE16 1AA

If the memorandum is delivered by an agent for the subscriber(s) of the memorandum mark the box opposite and give the agent's name and address.

X

Agent's Name

JP COMPANY REGISTRATIONS & CO LIMITED

Address

- AS ABOVE -

[Empty box]

Post town

[Empty box]

County / Region

[Empty box]

Postcode

[Empty box]

Number of continuation sheets attached

[Empty box]

Please give the name, address, telephone number and, if available, a DX number and Exchange of the person Companies House should contact if there is any query.

Ref:

[Empty box]

Tel 0171-252 3487

DX number 85455 DX exchange ROTHERHITHE



A12 *AMB57LDH* 588 COMPANIES HOUSE 08/05/95

When you have completed and signed the form please send it to the Registrar of Companies at: Companies House, Crown Way, Cardiff, CF4 3UZ DX 33050 Cardiff or Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB DX 235 Edinburgh

Company Secretary (see notes 1-5)

Company name **MAGDALENE TECHNOLOGY LIMITED**

NAME *Style / Title _____ *Honours etc _____

* Voluntary details Forename(s) **Not applicable**

Surname **JPCORS LIMITED**

Previous forename(s) _____

Previous surname(s) **None**

Address **Suite 17, City Business Centre, Lower Road,**

Usual residential address
For a corporation, give the registered or principal office address.

Post town **LONDON**

County / Region _____ Postcode **SE16 1AA**

Country _____

I consent to act as secretary of the company named on page 1

Consent signature _____ **Date** **6.3.1996**

Directors (see notes 1-5)
Please list directors in alphabetical order

NAME *Style / Title _____ *Honours etc _____

Forename(s) **Not applicable**

Surname **JPCORD LIMITED**

Previous forename(s) _____

Previous surname(s) **None**

Address **Suite 17, City Business Centre, Lower Road**

Usual residential address
For a corporation, give the registered or principal office address.

Post town **London**

County / Region _____ Postcode **SE16 1AA**

Country _____

Day Month Year

Date of birth **Not applicable** **Nationality** **BRITISH**

Business occupation **Limited Company**

Other directorships **None**

I consent to act as director of the company named on page 1

Consent signature _____ **Date** **6.3.1996**

Directors (continued) (see notes 1-5)

NAME *Style / Title

*Honours etc

* Voluntary details

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address

Usual residential address

For a corporation, give the registered or principal office address.

Post town

County / Region

Postcode

Country

Day Month Year

Date of birth

Nationality

Business occupation

Other directorships

I consent to act as director of the company named on page 1

Consent signature

Date

This section must be signed by

Either

an agent on behalf of all subscribers

Signed

Date

6.3.1996

Or the subscribers

(i.e those who signed as members on the memorandum of association).

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

319882

MEMORANDUM OF ASSOCIATION

OF

MAGDALENE TECHNOLOGY LIMITED



1. The name of the Company is "MAGDALENE TECHNOLOGY LIMITED".

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

3. The object of the Company is to carry on business as a general commercial company. In particular, but without prejudice to the generality of the foregoing, the Company has the following objects:

3.1 (a) To carry on all or any of the businesses of general merchants and traders, cash and credit traders, agents (whether or not for remuneration) and representatives, brokers and consultants, advisers, managers and administrators, financiers, importers and exporters, manufacturers, retailers, wholesalers, buyers, sellers, and shippers of, operators, hirers and letters on hire of, and dealers in all plant, machinery, tools, and equipment of all kinds, products, goods, wares, merchandise and produce of every description and to participate in, undertake, perform and carry on all kinds of commercial, industrial, trading and financial operations and enterprises and generally to carry on any other trade or business whatsoever which can in the opinion of the Directors be advantageously carried on by the Company in connection with or as ancillary to any of the above businesses or the general business of the Company; and to purchase or otherwise acquire and take over any businesses or undertakings which may be deemed expedient, or to become interested in, and carry on or dispose of, remove or put an end to the same or otherwise deal with any such businesses or undertakings as may be thought desirable; and

(b) to purchase or otherwise acquire and undertake all or any part of the business, property, liabilities and transactions of any company, society, partnership or person carrying on any business which the Company is authorised to carry on or possessed of property suitable for any of the purposes of the Company, and to conduct and carry on, or liquidate and wind up, any such business.

3.2) To purchase, take on lease or in exchange, hire or otherwise acquire and hold, for any estate or interest, and manage any lands, buildings, servitudes, easements, rights, privileges, concessions, machinery, plant, stock-in-trade and

any heritable or moveable real or personal property of any kind.

3.3) To purchase or otherwise acquire any patents, brevets d'invention, licences, concessions, copyrights, trade marks, designs and the like, conferring any exclusive or non-exclusive or limited right to use, or any secret or other information as to any invention, process or development which may seem to the Company capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company, to use, exercise, develop, grant licences in respect of or otherwise turn to account any of the same and with a view to the working and development of the same to carry on any business whatsoever, whether manufacturing or otherwise, which the Company may think calculated directly or indirectly to achieve these objects.

3.4) To form, promote, subsidise and assist companies, syndicates or other bodies of all kinds and to issue on commission or otherwise underwrite, subscribe for and take or guarantee the payment of any dividend or interest on any shares, stocks, debentures or other capital or securities or obligations of any such companies, syndicates or other bodies, and to pay or provide for brokerage commission and underwriting in respect of any such issue.

3.5) To enter into partnerships or into any arrangement for sharing profits, union of interests, co-operation, reciprocal concessions or otherwise with any person or company for the purpose of carrying on business within any of the objects of the Company.

3.6) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.

3.7) To purchase or otherwise acquire and undertake all or any part of the business, property, liabilities and transactions of any person or company carrying on any business which this Company is authorised to carry on, or possessed of property suitable for any of the purposes of the Company.

3.8) To develop, work, improve, manage, lease, mortgage, charge, pledge, turn to account or otherwise deal with all or any part of the property of the Company, to surrender or accept surrender of any lease or tenancy or rights, and to sell the property, business or undertaking of the Company, or any part thereof, for such consideration as the Company may think fit, and in particular for cash or shares, debentures or securities of any other company.

3.9) To construct, erect, maintain, alter, replace or remove any buildings, works, offices, erections, plant, machinery, tools, or equipment as may seem desirable for any of the businesses or in the interests of the Company, and to manufacture, buy, sell and generally deal in any plant, tools, machinery, goods or things of any description which may be conveniently dealt with in connection with any of the Company's objects.

3.10) To manage and conduct the affairs of any companies, firms and persons carrying on business of any kind

745414

whatsoever, and in any part of the world.

3.11) To enter into, carry on and participate in financial transactions and operations of all kinds and to take any steps which may be considered expedient for carrying into effect such transactions and operations including, without prejudice to the generality of the foregoing, borrowing and lending money and entering into contracts and arrangements of all kinds.

3.12) To borrow or raise money in such manner as the Company shall think fit and in particular by the issue (whether at par or at a premium or discount and for such consideration as the Company may think fit) of bonds, debentures or debenture stock (payable to bearer or otherwise), mortgages or charges, perpetual or otherwise, and, if the Company thinks fit, charged upon all or any of the Company's property (both present and future) and undertaking including its uncalled capital and further, if so thought fit, convertible into any stock or shares of the Company or any other company, and collaterally or further to secure any obligations of the Company by a trust deed or other assurance.

3.13) To guarantee or otherwise support or secure, either with or without the Company receiving any consideration or advantage and whether by personal covenant or by mortgaging or charging all or part of the undertaking, property, assets and rights present and future and uncalled capital of the Company or by both such methods or by any other means whatsoever, the liabilities and obligations of and the payment of any moneys whatsoever (including but not limited to capital, principal, premiums, interest, dividends, costs and expenses on any stocks, shares or securities) by any person, firm or company whatsoever including but not limited to any company which is for the time being the holding company or a subsidiary (both as defined by section 736 Companies Act 1985 as amended by the Companies Act 1989) of the Company or of the Company's holding company or is controlled by the same person or persons as control the Company or is otherwise associated with the Company in its business.

3.14) To grant indemnities of every description and to undertake obligations of every description.

3.15) To make, draw, accept, indorse and negotiate bills of exchange or other negotiable instruments and to receive money on deposit or loan.

3.16) To pay all or any expenses incurred in connection with the formation and promotion and incorporation of the Company and to pay commission to and remunerate any person or company for services rendered in underwriting or placing, or assisting to underwrite or place, any of the shares in the Company's capital or any debentures or other securities of the Company, or in or about the formation or promotion of the Company or the conduct of its business.

3.17) To pay for any property or rights acquired by the Company either in cash or fully or partly paid-up shares with or without preferred or deferred rights in respect of dividend or repayment of capital or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another and generally on such terms as

the Company may determine.

3.18) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred rights in respect of dividend or repayment of capital or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine.

3.19) While the Company remains a private company, and subject to the provisions of the Companies Act 1985, to:

(a) remunerate or undertake to remunerate any person, firm or company rendering services to the Company, whether by cash payment or by the allotment to him it or them of shares or securities of the Company credited as paid in full or in part or otherwise; and

(b) give financial assistance (within the meaning of section 152(1)(a) Companies Act 1985).

3.20) To make loans or donations to such persons and in such cases (and in the case of loans either of cash or of other assets) as the Company may think directly or indirectly conducive to any of its objects or otherwise expedient.

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

3.22) To subscribe for, purchase or otherwise acquire, take, hold, or sell any shares or stock, bonds, debentures or debenture stock, or other securities or obligations of any company and to invest or lend any of the moneys of the Company not immediately required for its operations in such manner, with or without security, and whether at home or abroad, as the Company may think fit.

3.23) To amalgamate with any other company whose objects are or include objects similar to those of the Company and on any terms whatsoever.

3.24) To procure the Company to be registered or recognised in any country or place abroad.

3.25) To obtain any provisional or other order or Act of Parliament of this country or of the legislature of any other State for enabling the Company to carry any of its objects into effect, or for effecting any modifications of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any proceeding or application which may seem calculated, directly or indirectly, to prejudice the Company's interests.

3.26) To appoint any person or persons, firm or firms, company or companies to be the attorney or agent of the Company and to act as agents, managers, secretaries, contractors or in similar capacity.

3.27) To insure the life of any person who may, in the opinion of the Company, be of value to the Company as having or holding for the Company interests, goodwill or influence or other assets and to pay the premiums on such insurance.

3.28) To establish and maintain or procure the establishment and maintenance of contributory or non-contributory pension or superannuation funds for the benefit of the persons referred to below, to grant emoluments, pensions, allowances, donations, gratuities and bonuses to such persons and to make payments for or towards insurance on the life or lives of such persons; to establish, subsidise, subscribe to or otherwise support any institution, association, society, club, other establishment, or fund, the support of which may, in the opinion of the Company, be calculated directly or indirectly to benefit the Company or any such persons, or may be connected with any place where the Company carries on business; to institute and maintain any institution, association, society, club or other establishment or profit-sharing scheme calculated to advance the interests of the Company or such persons; to join, participate in and subsidise or assist any association of employers or employees or any trade association; and to subscribe or guarantee money for charitable or benevolent objects or for any public, general or useful object or for any exhibition; the said persons are any persons who are or were at any time in the employment or service of the Company or of any company which is for the time being the holding company or a subsidiary (both as defined by section 736 Companies Act 1985) of the Company or of the Company's holding company or is otherwise associated with the Company in its business or who are or were at any time directors or officers of the Company or of such other company as aforesaid, and holding or who held any salaried employment or office in the Company or such other company, and the wives, widows, families or dependants of any such persons.

3.29) To purchase and maintain for any officer of the Company any insurance policy indemnifying such officer against liability for negligence, default, breach of duty or breach of trust or any other liabilities which may be lawfully insured against.

3.30) To take, make, execute, enter into, commence, carry on, prosecute or defend all steps, contracts, agreements, negotiations, legal and other proceedings, compromises, arrangements and schemes, and to do all other acts, matters and things which shall at any time appear conducive or expedient for the advantage or protection of the Company.

3.31) To do all or any of the above things in any part of the world and either as agents, trustees, (whether with or without remuneration in either case) principals, contractors, or otherwise, and either alone or in conjunction with others.

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

It is hereby declared that:

(a) the word "company" in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in the United Kingdom or elsewhere, and whether now existing or hereafter to be formed; and

(b) the objects set forth in each sub-clause of this Clause shall not be restrictively construed but the widest interpretation should be given thereto and they shall not, except where the context expressly so requires, be in any way limited or restricted by application of the ejusdem generis rule or by reference to or inference from any other object or objects set forth in such sub-clause or from the terms of any other sub-clause or by the name of the Company; none of such sub-clauses or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have full power to exercise all or any of the objects conferred by and provided in each of the said sub-clauses as if each sub-clause contained the objects of a separate company.

4. The liability of the members is limited.

5. The share capital of the Company is £ 10.000 divided into 10.000 Ordinary Shares of £1 each.

I, the person whose name and address is subscribed, am desirous of being formed into a Company in pursuance of this Memorandum of Association and I agree to take the number of shares in the capital of the Company set opposite my name.

NAME AND ADDRESS OF THE SUBSCRIBER	Number of Shares taken by the subscriber
------------------------------------	--

JOHN RICHARD WILCOX Suite 17, City Business Centre, Lower Road, LONDON SE16 1AA	ONE
---	-----

Dated this 19th day of April 1996.

WITNESS to the above Signature:-

Kiva Evans
Suite 17
City Business Centre
Lower Road
LONDON. SE16 1AA

ARTICLES OF ASSOCIATION

OF

MAGDALENE TECHNOLOGY LIMITED

PRELIMINARY

1. In these Articles and in Table A:

"the Act" means the Companies Act 1985 but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

"Table A" means Table A in The Companies (Tables A to F) Regulations 1985 as amended by The Companies (Tables A to F)(Amendment) Regulations 1985. References to regulations are to regulations in Table A.

"the Statutes" means the Companies Act 1985 and any statutory modification or re-enactment thereof for the time being in force and every other Act for the time being in force concerning companies and affecting the Company.

2.1) Subject as hereinafter provided, the regulations contained in Table A shall apply to the Company.

2.2) Regulations 24, 39, 40, 73 to 78 inclusive, 87, 101 and 118 shall not apply to the Company, but the Articles hereinafter contained and the remaining regulations of Table A, subject to the modifications hereinafter expressed, shall constitute the regulations of the Company.

SHARES

3.1) Subject to the provisions of Article 3.2 and to any directions which may be given by the Company in General Meeting, the Directors may unconditionally exercise the power of the Company to allot relevant securities (within the meaning of section 80(2) of the Act) and without prejudice to the generality of the foregoing any shares unissued at the date of incorporation of the Company and any shares hereafter created shall be under the control of the Directors, who may allot, grant options over or otherwise dispose of the same to such persons (including the Directors themselves) on such terms and at such times as they may think proper,

provided that no shares shall be issued at a discount.

3.2) The maximum nominal amount of share capital which the Directors may allot, grant options or subscription or conversion rights over, create, deal with or otherwise dispose of in accordance with this Article shall be the total amount stated in Clause 5 of the Memorandum of Association or such other amount as shall be authorised by the Company in General Meeting.

3.3) The authority conferred on the Directors by Article 3.1 and 3.2 shall expire on the day preceding the fifth anniversary of the date of incorporation of the Company.

3.4) The provisions of section 89(1) of the Act shall not apply to the Company.

3.5) Any share may, with the sanction of a Special Resolution, be issued on the terms that it is, or at the option of the Company or of the holder of such share is liable, to be redeemed.

LIEN

4. The lien conferred by regulation 8 shall apply to:

- (a) all shares of the Company whether fully paid or not;
- (b) to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole registered holder thereof or one of several joint holders;

and shall be for all indebtedness or other liability to the Company of any member.

Regulation 8 shall be modified accordingly.

TRANSFER OF SHARES

5. The Directors may, in their absolute discretion and without assigning any reason, decline to register any transfer of any share, whether or not it is a fully paid share.

PROCEEDINGS AT GENERAL MEETINGS

6. No business shall be transacted at any general meeting unless a quorum is present. At any time when there is only one member then a quorum shall be one person being member present in person or a proxy for a member or a duly authorised representative of a corporation. At any time when there are two or more members two persons each being a member or a proxy for a member or a duly authorised representative of a corporation shall be a quorum.

7. A poll may be demanded at any General Meeting by the Chairman or by any member present in person or by proxy and entitled to vote. Regulation 46 shall be modified accordingly.

8.1) A proxy shall be entitled to vote on a show of hands and regulation 54 shall be modified accordingly.

8.2) The words "at any time" shall be substituted for the words "not less than 48 hours" in regulation 62(a).

9. A resolution in writing in accordance with regulation 53 shall be deemed to have been duly executed on behalf of a corporation if signed by one of its directors or its secretary. In the case of a share held by joint holders the signature of any one of them shall be sufficient for the purposes of that regulation.

DIRECTORS

10. The number of Directors need not exceed one and regulation 64 shall be modified accordingly.

11. The first Director or Directors shall be appointed in writing by completion of the statement required to be delivered for registration by section 10 of the Act.

12. A Director shall not be required to hold any qualification shares in the Company.

POWERS AND DUTIES OF DIRECTORS

13. Subject to the provisions of the Statutes, a Director may be interested directly or indirectly in any contract or arrangement or in any proposed contract or arrangement with the Company or with any other company in which the Company may be interested and he may hold and be remunerated in respect of any office or place of profit (other than the office of Auditor of the Company or any subsidiary thereof) under the Company or any such other company and he or any firm of which he is a member may act in a professional capacity for the Company or any such other company and be remunerated therefor. Notwithstanding his interest a Director may vote on any matter in which he is interested and be included for the purpose of a quorum at any meeting at which the same is considered and he may retain for his own benefit all profits and advantages accruing to him. Regulation 94 shall be modified accordingly.

14. The Directors may exercise all the powers of the Company contained in Clause 3.28 of the Memorandum of Association of the Company and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.

APPOINTMENT AND DISQUALIFICATION OF DIRECTORS

15.1) Without prejudice to the powers of the Company under section 303 of the Act to remove a Director by Ordinary Resolution, the holder or holders for the time being of more than one half of the issued Ordinary Shares of the Company shall have the power from time to time and at any time to appoint any person or persons as a Director or Directors and to remove from office any Director howsoever appointed. Any such appointment or removal shall be effected by an instrument in writing signed by the member or members making the same or in the case of a member being a corporation signed on its behalf by one of its directors or its secretary and shall take effect upon lodgement at the registered office of the Company.

15.2) The office of a Director shall be vacated if he is removed from office under Article 15.1. Regulation 81 shall be modified accordingly.

15.3) Unless and until otherwise determined by the Company by Ordinary Resolution, either generally or in any particular case, no Director shall vacate or be required to vacate his office as a Director on or by reason of his attaining or having attained the age of seventy, and any person proposed to be appointed a Director shall be capable of being appointed as a Director notwithstanding that he has attained the age of seventy, and no special notice need be given of any resolution for the appointment as a Director of a person who shall have attained the age of seventy, and it shall not be necessary to give to the members notice of the age of any Director or person proposed to be appointed as such.

ROTATION OF DIRECTORS

16. The Directors shall not be liable to retire by rotation, and accordingly the second and third sentences of regulation 79 shall be deleted.

ALTERNATE DIRECTORS

17.1) Any appointment or removal of an alternate Director made under Table A shall be delivered at the registered office of the Company. In regulation 65 the words "approved by resolution of the directors and" shall be deleted.

17.2) If his appointor is for the time being absent from the United Kingdom or otherwise not available the signature of an alternate Director to any resolution in writing of the Directors shall be as effective as the signature of his appointor. An alternate Director may represent more than one Director and shall be entitled at any meeting of the Directors or of 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.

17.3) An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements with the Company and to be repaid expenses and to be indemnified to the same extent *mutatis mutandis* as if he were a Director, but he shall not be entitled to receive from the Company in respect of his appointment as alternate Director any remuneration, 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.

PROCEEDINGS OF DIRECTORS

18.1) Any Director or member of a committee of the Directors may participate in a meeting of the Directors or such committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting.

18.2) The following sentence shall be inserted after the first sentence of regulation 72: "Any committee shall have power unless the Directors direct otherwise to co-opt as a member or members of the committee for any specific purpose any person or persons although not being a Director of the Company."

18.3) A sole Director may exercise all the powers conferred by these Articles on the Directors and for such time as there is not more than one director of the Company there shall be no requirement for a quorum or meetings of directors: regulations 88 and 89 shall be modified accordingly.

THE SEAL

19.1) If the Company has a common seal it shall only be used with the authority of the Directors or of a committee of 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 second Director. The obligation under regulation 6 relating to the sealing of share certificates shall apply only if the Company has a common seal.

19.2) The Company may exercise the powers conferred by section 39 of the Act in relation to having an official seal for use abroad, and such powers shall be vested in the Directors.

NOTICES

20.1) Every Director of the Company and every alternate Director shall be entitled to receive notices of general meetings (at his usual address or such other address as he may notify to the Company) in addition to the persons so entitled under the Statutes. The third sentence of regulation 112 shall be deleted.

20.2) Any notice required by these Articles to be given by the Company may be given by any visible form on paper, including telex, facsimile and electronic mail, and a notice communicated by such forms of immediate transmission shall be deemed to be given at the time it is transmitted to the person to whom it is addressed. Regulations 111 and 112 shall be amended accordingly.

INDEMNITY

21.1) Subject to the provisions of and so far as may be consistent with the Statutes but without prejudice to any indemnity to which a Director may be otherwise entitled every Director, Auditor, Secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs charges losses expenses and liabilities incurred by him in the execution and/or discharge of his duties and/or the exercise of his powers and/or otherwise in relation to or in connection with his duties powers or office including (without prejudice to the generality of the foregoing) any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgement is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted by him by the Court.

21.2) The Directors shall have power to purchase and maintain for any Director, Auditor, Secretary or other officer insurance against such liability as is referred to in Section

310 (1) of the Act with effect from the bringing into force of Section 137 of the Companies Act 1989.

MISCELLANEOUS PROVISIONS

22. Table A shall be further modified as follows:

(a) in regulation 37 the words "within the United Kingdom" shall be deleted;

(b) in regulation 66 the second sentence shall be deleted;

(c) in regulation 88 the third sentence shall be deleted;

(d) in regulation 90 the words "but, if the number of directors is less than the number fixed as the quorum, the continuing directors or director may act only for the purpose of filling vacancies or of calling a general meeting" shall be deleted;

(e) in regulation 112 the words "(or at such other address, whether within or outside the United Kingdom, as he may supply to the Company for that purpose)" shall be inserted after "registered address";

(f) regulation 116 shall be modified by the substitution of the words "at the address, if any, whether within or outside the United Kingdom" for the words "the address, if any, within the United Kingdom".

NAME AND ADDRESS OF SUBSCRIBER

JOHN RICHARD WILCOX
Suite 17,
City Business Centre,
Lower Road,
London. SE16 1AA

Dated this 19th day of April 1996.

WITNESS to the above signatures:

Kiva Evans,
Suite 17,
City Business Centre,
Lower Road,
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