



FILE COPY

**CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY**

Company No. 7150094

The Registrar of Companies for England and Wales, hereby certifies that

HARROWELLS (NO 166) LIMITED

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by shares, and the situation of its registered office is in England/Wales

Given at Companies House on **8th February 2010**



N07150094D



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

IN01

Application to register a company

206179/60

206027/60

THURSDAY



AAH26H8Y

A07 04/02/2010 96

COMPANIES HOUSE

04/02/2010 895

COMPANIES HOUSE

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

✓ **What this form is for**
You may use this form to register a
private or public company

✗ **What this form is NOT for**
You cannot use this form to register
a limited liability partnership. To do
this, please use form LL IN01

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

Part 1 Company details

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

All fields are mandatory unless
specified or indicated by *

A1 Company details

Please show the proposed company name below

Proposed company
name in full ①

HARROWELLS (No 166) LIMITED

For official use

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① **Duplicate names**
Duplicate names are not permitted. A
list of registered names can be found
on our website. There are various rules
that may affect your choice of name.
More information is available at
www.companieshouse.gov.uk

A2 Company name restrictions ②

Please tick the box only if the proposed company name contains sensitive
or restricted words or expressions that require you to seek comments of a
government department or other specified body

☐ I confirm that the proposed company name contains sensitive or restricted
words or expressions and that approval, where appropriate, has been
sought of a government department or other specified body and I attach a
copy of their response

② **Company name restrictions**
A list of sensitive or restricted words
or expressions that require consent
can be found in guidance available
on our website
www.companieshouse.gov.uk

A3 Exemption from name ending with 'Limited' or 'Cyfyngedig' ③

Please tick the box if you wish to apply for exemption from the requirement to
have the name ending with 'Limited', 'Cyfyngedig' or permitted alternative

☐ I confirm that the above proposed company meets the conditions for
exemption from the requirement to have a name ending with 'Limited',
'Cyfyngedig' or permitted alternative

③ **Name ending exemption**
Only private companies that are
limited by guarantee and meet other
specific requirements are eligible to
apply for this.
For more details, please go to our
website
www.companieshouse.gov.uk

A4 Company type ④

Please tick the box that describes the proposed company type and members'
liability (only one box must be ticked)

- ☐ Public limited by shares
☒ Private limited by shares
☐ Private limited by guarantee
☐ Private unlimited with share capital
☐ Private unlimited without share capital

④ **Company type**
If you are unsure of your company's
type, please go to our website
www.companieshouse.gov.uk

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A5

Situation of registered office ①

Please tick the appropriate box below that describes the situation of the proposed registered office (only one box must be ticked)

- ☒ England and Wales
☐ Wales
☐ Scotland
☐ Northern Ireland

① Registered office

Every company must have a registered office and this is the address to which the Registrar will send correspondence

For England and Wales companies, the address must be in England or Wales

For Welsh, Scottish or Northern Ireland companies, the address must be in Wales, Scotland or Northern Ireland respectively

A6

Registered office address ②

Please give the registered office address of your company

Building name/number MOORGATE HOUSE

Street CLIFTON MOORGATE

Post town YORK

County/Region NORTH YORKSHIRE

Postcode Y 0 3 0 4 W Y

② Registered office address

You must ensure that the address shown in this section is consistent with the situation indicated in section A5

You must provide an address in England or Wales for companies to be registered in England and Wales

You must provide an address in Wales, Scotland or Northern Ireland for companies to be registered in Wales, Scotland or Northern Ireland respectively

A7

Articles of association ③

Please choose one option only and tick one box only

Option 1

I wish to adopt one of the following model articles in its entirety Please tick only one box

- ☐ Private limited by shares
☐ Private limited by guarantee
☐ Public company

Option 2

I wish to adopt the following model articles with additional and/or amended provisions I attach a copy of the additional and/or amended provision(s) Please tick only one box

- ☐ Private limited by shares
☐ Private limited by guarantee
☐ Public company

Option 3

☒ I wish to adopt entirely bespoke articles I attach a copy of the bespoke articles to this application

③ For details of which company type can adopt which model articles, please go to our website www.companieshouse.gov.uk

A8

Restricted company articles ④

Please tick the box below if the company's articles are restricted

☐

④ Restricted company articles

Restricted company articles are those containing provision for entrenchment For more details, please go to our website www.companieshouse.gov.uk

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Application to register a company

Part 2**Proposed officers**

For private companies the appointment of a secretary is optional, however, if you do decide to appoint a company secretary you must provide the relevant details. Public companies are required to appoint at least one secretary.

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

For a secretary who is an individual, go to Section B1, For a corporate secretary, go to Section C1, For a director who is an individual, go to Section D1, For a corporate director, go to Section E1

Secretary**B1****Secretary appointments ①**

Please use this section to list all the secretary appointments taken on formation.
For a corporate secretary, complete Sections C1-C5

Title*	MRS
Full forename(s)	JESSICA PENELOPE
Surname	ROBERTS
Former name(s) ②	

① Corporate appointments

For corporate secretary appointments, please complete section C1-C5 instead of section B

Additional appointments

If you wish to appoint more than one secretary, please use the 'Secretary appointments' continuation page

② Former name(s)

Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

B2**Secretary's service address ③**

Building name/number	MOORGATE HOUSE
Street	CLIFTON MOORGATE
Post town	YORK
County/Region	NORTH YORKSHIRE
Postcode	Y O 3 0 4 W Y
Country	UNITED KINGDOM

③ Service address


This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of secretaries as the company's registered office.

If you provide your residential address here it will appear on the public record.

B3**Signature ④**

I consent to act as secretary of the proposed company named in Section A1

Signature	<div style="display: flex; align-items: center;"> <div style="margin-right: 10px;">X</div> <div style="text-align: center;"> <small>Signature</small>  </div> <div style="margin-left: 10px;">X</div> </div>
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④ Signature

The person named above consents to act as secretary of the proposed company.

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Application to register a company


Corporate secretary

C1	Corporate secretary appointments ①	
	Please use this section to list all the corporate secretary appointments taken on formation	
Name of corporate body/firm		
Building name/number		
Street		
Post town		
County/Region		
Postcode	<div style="border: 1px solid black; display: inline-block; width: 15px; height: 15px;"></div> <div style="border: 1px solid black; display: inline-block; width: 15px; height: 15px;"></div> <div style="border: 1px solid black; display: inline-block; width: 15px; height: 15px;"></div> <div style="border: 1px solid black; display: inline-block; width: 15px; height: 15px;"></div> <div style="border: 1px solid black; display: inline-block; width: 15px; height: 15px;"></div> <div style="border: 1px solid black; display: inline-block; width: 15px; height: 15px;"></div> <div style="border: 1px solid black; display: inline-block; width: 15px; height: 15px;"></div>	
Country		
	① Additional appointments If you wish to appoint more than one corporate secretary, please use the 'Corporate secretary appointments' continuation page Registered or principal address This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number	
C2	Location of the registry of the corporate body or firm	
	Is the corporate secretary registered within the European Economic Area (EEA)?	
	→ Yes Complete Section C3 only → No Complete Section C4 only	
C3	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.companieshouse.gov.uk ③ This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)	
C4	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		
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	
C5	Signature ⑤	
	I consent to act as secretary of the proposed company named in Section A1	
Signature	Signature <div style="display: flex; justify-content: space-between; align-items: center;"> X X </div>	
	⑤ Signature The person named above consents to act as corporate secretary of the proposed company	

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Director

D1	Director appointments ①		<p>① Appointments Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.</p> <p>② Former name(s) Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.</p> <p>③ Country/State of residence This is in respect of your usual residential address as stated in section D4.</p> <p>④ Business occupation If you have a business occupation, please enter here. If you do not, please leave blank.</p> <p>Additional appointments If you wish to appoint more than one director, please use the 'Director appointments' continuation page.</p>
Please use this section to list all the director appointments taken on formation. For a corporate director, complete Sections E1-E5.			
Title*	MR		
Full forename(s)	JAMES PHILIP		
Surname	LEWIS OGDEN		
Former name(s) ②			
Country/State of residence ③	UNITED KINGDOM		
Nationality	BRITISH		
Date of birth	<div> <div>d0</div> <div>d3</div> <div>m1</div> <div>m0</div> <div>y1</div> <div>y9</div> <div>y6</div> <div>y1</div> </div>		
Business occupation (if any) ④	SOLICITOR		
D2	Director's service address ⑤		<p>⑤ Service address This is the address that will appear on the public record. This does not have to be your usual residential address.</p> <p>Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.</p> <p>If you provide your residential address here it will appear on the public record.</p>
Please complete the service address below. You must also fill in the director's usual residential address in Section D4.			
Building name/number	MOORGATE HOUSE		
Street	CLIFTON MOORGATE		
Post town	YORK		
County/Region	NORTH YORKSHIRE		
Postcode	Y O 3 0 4 W Y		
Country	UNITED KINGDOM		
D3	Signature ⑥		<p>⑥ Signature The person named above consents to act as director of the proposed company.</p>
I consent to act as director of the proposed company named in Section A1.			
Signature	<div> <div>Signature</div>  <div>X</div> </div>		

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Application to register a company

Director**D1****Director appointments ①**

Please use this section to list all the director appointments taken on formation
For a corporate director, complete Sections E1-E5

Title*												
Full forename(s)												
Surname												
Former name(s) ②												
Country/State of residence ③												
Nationality												
Date of birth	d	d	m	m	y	y	y	y				
Business occupation (if any) ④												

① Appointments

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

② Former name(s)

Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

③ Country/State of residence

This is in respect of your usual residential address as stated in Section D4.

④ Business occupation

If you have a business occupation, please enter here. If you do not, please leave blank.

Additional appointments

If you wish to appoint more than one director, please use the 'Director appointments' continuation page.

D2**Director's service address ⑤**

Please complete the service address below. You must also fill in the director's usual residential address in Section D4.

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 your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.

If you provide your residential address here it will appear on the public record.

D3**Signature ⑥**

I consent to act as director of the proposed company named in Section A1.

Signature	Signature  
-----------	--

⑥ Signature

The person named above consents to act as director of the proposed company.

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Application to register a company

Corporate director

E1 Corporate director appointments	
Please use this section to list all the corporate directors taken on formation	
Name of corporate body or firm	
Building name/number	
Street	
Post town	
County/Region	
Postcode	
Country	
<p>Additional appointments If you wish to appoint more than one corporate director, please use the 'Corporate director appointments' continuation page</p> <p>Registered or principal address This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number</p>	
E2 Location of the registry of the corporate body or firm	
Is the corporate director registered within the European Economic Area (EEA)?	
<p>→ Yes Complete Section E3 only</p> <p>→ No Complete Section E4 only</p>	
E3 EEA companies	
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	
Registration number	
<p>EEA A full list of countries of the EEA can be found in our guidance www.companieshouse.gov.uk</p> <p>This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)</p>	
E4 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	
If applicable, the registration number	
<p>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>	
E5 Signature	
I consent to act as director of the proposed company named in Section A1	
Signature	<p>Signature</p> <p>X</p>
<p>Signature The person named above consents to act as corporate director of the proposed company</p>	

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Part 3**Statement of capital**

Does your company have share capital?

→ Yes Complete the sections below

→ No Go to Part 4 (Statement of guarantee)

F1**Share capital in pound sterling (£)**

Please complete the table below to show each class of shares held in pound sterling

If all your issued capital is in sterling, only complete Section F1 and then go to Section F4

Class of shares (E g Ordinary/Preference etc)	Amount paid up on each share ❶	Amount (if any) unpaid on each share ❶	Number of shares ❷	Aggregate nominal value ❸
ORDINARY		£1 00	1	£ 1 00
				£
				£
				£
Totals				£

F2**Share capital in other currencies**

Please complete the table below to show any class of shares held in other currencies

Please complete a separate table for each currency

Currency				
Class of shares (E g Ordinary/Preference etc)	Amount paid up on each share ❶	Amount (if any) unpaid on each share ❶	Number of shares ❷	Aggregate nominal value ❸
Totals				

Currency				
Class of shares (E g Ordinary/Preference etc)	Amount paid up on each share ❶	Amount (if any) unpaid on each share ❶	Number of shares ❷	Aggregate nominal value ❸
Totals				

F3**Totals**

Please give the total number of shares and total aggregate nominal value of issued share capital

Total number of shares

Total aggregate
nominal value ❸

❸ Total aggregate nominal value
Please list total aggregate values in
different currencies separately For
example £100 + €100 + \$10 etc

❶ Including both the nominal value and any
share premium❷ Number of shares issued multiplied by
nominal value of each share

❸ Total number of issued shares in this class

Continuation PagesPlease use a Statement of Capital continuation
page if necessary

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Application to register a company

F4

Statement of capital (Prescribed particulars of rights attached to shares)

Please give the prescribed particulars of rights attached to shares for each class of share shown in the statement of capital share tables in **Sections F1 and F2**

Class of share

ORDINARY

Prescribed particulars
1

ALL SHARES HAVE FULL VOTING RIGHTS AND FULL RIGHTS TO DIVIDEND AND ALL OTHER DISTRIBUTION

THE SHARES ARE NON REDEEMABLE

1 Prescribed particulars of rights attached to shares

The particulars are

- a particulars of any voting rights, including rights that arise only in certain circumstances,
- b particulars of any rights, as respects dividends, to participate in a distribution,
- c particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and
- d whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares

A separate table must be used for each class of share

Continuation pages

Please use the next page or a 'Statement of Capital (Prescribed particulars of rights attached to shares)' continuation page if necessary

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Application to register a company

Class of share	
Prescribed particulars ❶	

❶ Prescribed particulars of rights attached to shares

The particulars are

- a particulars of any voting rights, including rights that arise only in certain circumstances,
- b particulars of any rights, as respects dividends, to participate in a distribution,
- c particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and
- d whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares

A separate table must be used for each class of share

Continuation pages

Please use a 'Statement of capital (Prescribed particulars of rights attached to shares)' continuation page if necessary

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Application to register a company

F5

Initial shareholdings

This section should only be completed by companies incorporating with share capital

Please complete the details below for each subscriber

The addresses will appear on the public record. These do not need to be the subscribers' usual residential address

Initial shareholdings

Please list the company's subscribers in alphabetical order

Please use an 'Initial shareholdings' continuation page if necessary

Subscriber's details	Class of share	Number of shares	Currency	Nominal value of each share	Amount (if any) unpaid	Amount paid
Name JAMES PHILIP LEWIS OGDEN	ORDINARY	1	STERLING	1 00	1 00	
Address MOORGATE HOUSE CLIFTON MOORGATE YORK NORTH YORKSHIRE						
Name						
Address						
Name						
Address						
Name						
Address						
Name						
Address						

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Application to register a company

Part 4**Statement of guarantee**

Is your company limited by guarantee?

→ Yes Complete the sections below

→ No Go to Part 5 (Statement of compliance)

G1**Subscribers**

Please complete this section if you are a subscriber of a company limited by guarantee. The following statement is being made by each and every person named below.

I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for

- payment of debts and liabilities of the company contracted before I cease to be a member,
- payment of costs, charges and expenses of winding up, and,
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below

1 Name

Please use capital letters

2 Address

The addresses in this section will appear on the public record. They do not have to be the subscribers' usual residential address.

3 Amount guaranteed

Any valid currency is permitted

Continuation pages

Please use a 'Subscribers' continuation page if necessary.

Subscriber's details

Forename(s) 1

Surname 1

Address 2

Postcode

Amount guaranteed 3

Subscriber's details

Forename(s) 1

Surname 1

Address 2

Postcode

Amount guaranteed 3

Subscriber's details

Forename(s) 1

Surname 1

Address 2

Postcode

Amount guaranteed 3

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Application to register a company

Subscriber's details

Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	
Amount guaranteed ❸	

Subscriber's details

Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	
Amount guaranteed ❸	

Subscriber's details

Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	
Amount guaranteed ❸	

Subscriber's details

Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	
Amount guaranteed ❸	

Subscriber's details

Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	
Amount guaranteed ❸	

❶ Name

Please use capital letters

❷ Address

The addresses in this section will appear on the public record. They do not have to be the subscribers' usual residential address.

❸ Amount guaranteed

Any valid currency is permitted

Continuation pages

Please use a 'Subscribers' continuation page if necessary

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Application to register a company

Part 5

Statement of compliance

This section must be completed by all companies

Is the application by an agent on behalf of all the subscribers?

- No Go to Section H1 (Statement of compliance delivered by the subscribers)
- Yes Go to Section H2 (Statement of compliance delivered by an agent)


H1

Statement of compliance delivered by the subscribers ^①

Please complete this section if the application is not delivered by an agent for the subscribers of the memorandum of association

I confirm that the requirements of the Companies Act 2006 as to registration have been complied with

① Statement of compliance delivered by the subscribers
Every subscriber to the memorandum of association must sign the statement of compliance

Subscriber's signature	Signature 	X
Subscriber's signature	Signature X	X
Subscriber's signature	Signature X	X
Subscriber's signature	Signature X	X
Subscriber's signature	Signature X	X
Subscriber's signature	Signature X	X
Subscriber's signature	Signature X	X
Subscriber's signature	Signature X	X

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Application to register a company

Subscriber's signature	Signature X	X	Continuation pages Please use a 'Statement of compliance delivered by the subscribers' continuation page if more subscribers need to sign
Subscriber's signature	Signature X	X	
Subscriber's signature	Signature X	X	
Subscriber's signature	Signature X	X	

H2

Statement of compliance delivered by an agent

Please complete this section if this application is delivered by an agent for the subscribers to the memorandum of association

Agent's 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><td></td><td></td> </tr> </table>										
Country											
	I confirm that the requirements of the Companies Act 2006 as to registration have been complied with										
Agent's signature	Signature X										

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Application to register a company

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 **NICOLA FIELDING**

Company name **HARROWELLS LLP**

Address **MOORGATE HOUSE**

CLIFTON MOORGATE

Post town **YORK**

County/Region **NORTH YORKSHIRE**

Postcode **Y O 3 0 4 W Y**

Country **UNITED KINGDOM**

DX **61464 HAXBY**

Telephone **01904 690111**

Certificate

We will send your certificate to the presenters address (shown above) or if indicated to another address shown below

- ☐ At the registered office address (Given in Section A6)
- ☐ At the agents address (Given in Section H2)

Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ You have checked that the proposed company name is available as well as the various rules that may affect your choice of name. More information can be found in guidance on our website
- ☐ If the name of the company is the same as one already on the register as permitted by The Company and Business Names (Miscellaneous Provisions) Regulations 2008, please attach consent
- ☐ You have used the correct appointment sections
- ☐ Any addresses given 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
- ☐ The document has been signed, where indicated
- ☐ All relevant attachments have been included
- ☐ You have enclosed the correct fee

Important information

Please note that all information on this form will appear on the public record, apart from information relating to usual residential addresses

How to pay

A fee of £20 is payable to Companies House to register a company

Make cheques or postal orders payable to 'Companies House'

Where to send

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

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

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

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

Section 243 exemption

If you are applying for, or have been granted a section 243 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.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

THE COMPANIES ACT 2006

A PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM & ARTICLES OF ASSOCIATION

of

HARROWELLS (NO. 166) LIMITED

Incorporated the day of 2010

COMPANY NUMBER:



THE COMPANIES ACT 2006

A PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

of

HARROWELLS (NO.166) LIMITED

Incorporated the day of 2010

COMPANY NUMBER:

THE COMPANIES ACT 2006

A PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

HARROWELLS (NO. 166) LIMITED

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company and to take at least one share

Name of Subscriber

James Philip Lewis Ogden

Authentication by each Subscriber



Dated 2 February 2010

THE COMPANIES ACT 2006

A PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

HARROWELLS (NO. 166) LIMITED

Incorporated the day of 2010

COMPANY NUMBER:

THE COMPANIES ACT 2006

A PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

HARROWELLS (NO. 166) LIMITED

PRELIMINARY

- 1 (a) In the Articles the following words and expressions shall have the meaning prescribed to it below -

"Act"	means the Companies Act 2006,
"Articles"	means the Company's Articles of Association,
"Company"	means Harrowells (No 165) Limited,
"Director"	means a director of the Company and includes any person occupying the position of director by whatever name called,
"Electronic Form"	means by email, fax or by any other means while in electronic form (e g by disk sent in the post)
"Member"	means the person whose name appears in the Company's register of members as the holder of Shares,

"Ordinary Resolution" means a resolution that is passed by a simple majority,

"Secretary" means the person who may be appointed as secretary to the Company or any other person appointed to perform the duties of the secretary of the Company,

"Special Resolution" means a resolution that is passed by a majority of not less than 75%,

"Transmittee" means, the person to whom a Member's shares are transmitted following the death of a Member

- (b) Unless the context otherwise requires other words or expressions contained in these Articles bear the same meaning as in the Act as in force on the date on which these Articles become binding on the Company
- (c) A reference to one gender includes a reference to the other
- (d) A reference to any statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time

LIABILITY

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

OBJECTS

- 3 The objects of the Company shall include, but shall not be limited to those set out in this Article below and it is hereby declared that, save as otherwise expressly provided, each of the paragraphs of this Article shall be regarded as specifying separate and independent objects and accordingly shall not be in any way limited by reference to or inference from any other paragraph or the name of the Company and the provisions of each such paragraph shall, save as

aforesaid, be carried out in as full and ample a manner and construed in as wide a sense as if each of the paragraphs defined the objects of a separate and distinct company. Provided always that this Article shall be for illustrative purposes only and no paragraph shall prejudice or limit the activities of the Company as a general commercial company.

The Company's object is to carry on business as a general commercial company and to do all such things as are incidental or conducive to the carrying on of any trade or business, and the Company, without being limited by, shall have the power,

- (a) To purchase, take on lease, exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof
- (b) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's business and to contribute to or subsidise the erection, construction and maintenance of any of the above
- (c) To borrow or raise or secure the payment of money in such manner as the Company shall think fit for the purposes of or in connection with the Company's business, and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society
- (d) For the purposes of or in connection with the business of the Company to mortgage and charge the undertaking and all or any of the real and personal property and assets, present and future, and all or any of the uncalled capital for the time being of the Company and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurances. To

issue and deposit any securities which the Company has power to issue by way of mortgage and also to secure any sum less the nominal amount of such securities, by way of security for the performance of any contracts or obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly

- (e) To receive money on deposit or loan upon such terms as the Company may approve
- (f) To lend money to any company, firm or person and to give all kinds of indemnities either with or without the Company receiving any consideration or advantage, direct or indirect, for giving any such guarantee and whether or not such guarantee is given in connection with or pursuant to the attainment of the objects herein stated To guarantee either by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets present and future and uncalled capital of the Company or by both such methods, the performance of the obligations and the payment of the capital or principal (together with any premium) of and dividends or interest on any debenture, stocks, shares or other securities of any company, firm or person and in particular (but without limiting the generality of the foregoing) any company which is for the time being the Company's holding or subsidiary company or otherwise associated with the Company in business
- (g) To establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension or superannuation funds for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances or emoluments to 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 Company's Holding or Subsidiary company or otherwise associated with the Company in business or who are or were at any time Directors or officers of the Company or of any such other company as aforesaid and the wives, widows, families and dependants of any such persons, and also to establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company as aforesaid, or of any such persons as aforesaid and to make payments for or towards the insurance of any such

persons as aforesaid, and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object, and to establish, set up, support and maintain share purchase schemes or profit sharing schemes for the benefit of any employees of the Company or of any company which is for the time being the Company's Holding or Subsidiary company and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid

- (h) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.
- (i) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined
- (j) 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 or special rights or restrictions in respect of dividend, repayment of capital, voting 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
- (k) 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 or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one kind and partly in another, and generally on such terms as the Company may determine and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired
- (l) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities

of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company

- (m) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company, and to acquire and hold or dispose of shares, stock or securities and guarantee the payment of dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company
- (n) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on or is possessed of property suitable for the purposes of the Company, or which can be carried on in conjunction therewith or which is capable of being conducted so as to directly or indirectly benefit the Company
- (o) To sell, improve, manage, develop, turn to account, exchange, let on rent, grant royalty, share profits or otherwise grant licences, easements and other rights in or over and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit
- (p) To amalgamate with any other company whose objects are or include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner
- (q) To subscribe for, purchase or otherwise acquire and hold shares, stock debentures or other securities of any other company

- (r) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal 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
- (s) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others and either by or through agents, trustees, sub-contractors or otherwise
- (t) To do all such things as are incidental or conducive to the above objects or any of them

SHARE CAPITAL

- 4 (a) Subject to the provisions of the Act and these Articles, but without prejudice to the rights attached to any existing share, the Company may issue shares with such rights or restrictions as may be determined by Ordinary Resolution
- (b) The Company may issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or the Member on such terms and in such manner as the Directors may determine
- (c) No share shall be issued for less than the aggregate of the nominal value and any premium to be paid to the Company in consideration for its issue, save in respect of shares taken by the subscribers to the memorandum of association on formation of the Company
- (d) No person shall be recognised by the Company as holding any share upon any trust except as otherwise required by law or these Articles and the Company shall not in anyway be bound by or recognise any interest in a share other than the Member's absolute ownership of it and all the rights attaching to it

ALLOTMENT OF SHARES

- 5 (a) The Directors shall be authorised to allot shares to existing Members of the Company where shares to be allotted are of the same class and in the same proportions as those already held by existing Members. The Directors may, subject to Article 5(b) and only where authorised by the Company, allot shares in the Company, or grant rights to subscribe for, or convert any security into Shares in the Company and (subject to Article 5(b)) during the period of five years commencing with the date of adoption of these Articles, the Directors shall have authority to allot shares in the company or grant rights to subscribe for or convert any security into, shares in the Company to such persons and for such consideration and upon such terms and conditions as they may determine PROVIDED THAT the shares allotted shall not exceed ten percent (10%) of the issued share capital of the company at the time of the proposed allotment. The authority hereby given may at any time be renewed revoked or varied by ordinary resolution of the Company
- (b) All shares which the Directors propose to issue shall first be offered to the Members in proportion as nearly as may be to the number of the existing shares held by them respectively unless the Company shall by Special Resolution otherwise direct. The offer shall be made by notice specifying the number of shares offered and limiting a period (not being less than fourteen days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period those shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the said period, accepted all the shares offered to them, such further offer shall be made in like terms in the same manner and limited by a like period as the original offer. Any shares not accepted pursuant to such offer or further offer as aforesaid or not capable of being offered as aforesaid except by way of fractions and any shares released from the provisions of this Article by any such Special Resolution as aforesaid shall be under the control of the Directors who may allot, grant options over or otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit, provided 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 therefor than the terms on which they were offered to the Members. The foregoing provisions of this paragraph (b) shall have effect subject to Section 549 of the Act.

- (c) In accordance with Section 567(1) of the Act, Sections 561 and 562 (inclusive) of the Act shall not apply to the Company.

LIENS ON SHARES

- 6 (a) The Company shall have a first and paramount lien on every share whether fully paid or not and to all shares standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all moneys (whether previously 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 Article. The Company's lien shall extend to any amount payable in respect of it.
- (b) If the Company has given a lien enforcement notice in respect of a share, and the person to whom the notice is given has failed to comply with it, the Company may sell that share in such manner as the Directors shall decide. Where shares are sold under this Article the Directors may authorise any person to execute an instrument of transfer of the shares.

PARTLY PAID SHARES

- 7 (a) The Company may issue shares which are partly paid, or unpaid and (save in respect of the subscriber shares) any amount outstanding to the Company in respect of such share shall be considered a debt owing to the Company.
- (b) Subject to the terms on which the shares are allotted the Directors may make calls upon the Members in respect of any moneys unpaid on their shares (whether in respect of the nominal value or premium) by serving a notice with not less than fourteen (14) clear days notice specifying when and where payment is to be made. On receipt of the notice the

Member shall pay to the Company the amount specified, which may not be an amount exceeding the total sum unpaid on that Member's share

- (c) The Company before receipt of any sum due may revoke in whole or in part the call, or postpone payment in whole or in part. A Member upon whom a call is made shall remain liable for calls made upon him
- (d) Liability to pay a call is not extinguished or transferred by transferring the shares in respect of which it is required to be paid. Joint holders of a share are jointly and severally liable to pay all calls in respect of that share
- (e) If a Member is liable to pay a call and fails to do so by the date so stated in the notice, the Directors may issue a notice of intended forfeiture to that Member and until the call is paid, that Member must pay the Company interest on the call from that date at a rate of so fixed by the Directors. The Directors may at any time waive any obligation to pay interest on a call wholly or in part
- (f) The Company may send to the holder of any share in respect of which a call has not been paid as required by the call notice, or to any person entitled to it by reason of the holder's death, bankruptcy or otherwise, a notice of intended forfeiture, requiring payment of the call and any accrued interest by a date which is not less than fourteen (14) days after the date of the notice, stating how payment is to be made and that if such notice is not complied with the shares in respect of which the call is payable will be liable to be forfeited
- (g) If a notice of intended forfeiture is not complied with before the date by which payment of the call is required in the notice of intended forfeiture, the directors may decide that any share in respect of which it was given is forfeited and the forfeiture is to include all dividends or other moneys, payable in respect of the forfeited shares and not paid before the forfeiture
- (h) Subject to the Articles, the forfeiture of a share extinguishes all interests in that share and all claims and demands against the Company in

respect of it and all other rights and liabilities incidental to the shares as between the Member whose share it was prior to the forfeiture and the Company. A Member shall remain liable to the Company for all sums payable by that Member at the date of forfeiture, including any interest accrued notwithstanding that the Directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.

- (i) If a forfeited share is to be disposed of by being transferred, the Company may receive the consideration for the transfer and the Directors may authorise any person to execute the instrument of transfer. A statutory declaration by a Director that the declarant is a Director and that a share has been forfeited is conclusive evidence of the facts stated in it and, subject to compliance with any other formalities of transfer, constitutes good title to the share.
- (j) A Member may surrender any share, the effect of such surrender being the same as the effect of forfeiture and the share may be dealt with in the same way as a share which has been forfeited.

SHARE CERTIFICATES

- 8 (a) The Company must, when requested to do so, issue to each Member, free of charge one or more certificates in respect of the Shares which the Member holds of any class specifying in each case -
 - (i) the number of shares issued and of what class,
 - (ii) the nominal value of those shares,
 - (iii) that the shares are fully paid, and
 - (iv) any distinguishing numbers assigned to them
- (b) If shares are jointly held by more than one Member only one certificate shall be issued in respect of that share or shares.
- (c) A certificate must be issued in respect of each class of shares.

- (d) The certificates must be issued by authority of the Directors and shall (where applicable) have affixed to them the Company seal or shall otherwise be executed in accordance with the Act

TRANSFER OF SHARES

- 9 (a) Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the Directors executed by or on behalf of the transferor and until such time as the name of the transferee is entered into the Company's register of members the transferor shall remain the registered holder of the shares
- (b) The Directors may, whether acting under their obligations in accordance with the Act or these Articles, or using their absolute discretion in good faith and for the benefit of the Company decline to register any transfer of a share, whether or not it is a fully paid share, provided that they give reasons for doing so, and if they do so, and unless the Directors suspect that the proposed transfer may be fraudulent they must return the instrument of the transfer to the transferee with the notice of refusal within two months of the date of the purported transfer
- (c) No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share

TRANSMISSION OF SHARES

- 10 (a) Where a Member dies or becomes bankrupt and title to a share passes to a Transmitttee, the Company may only recognise the Transmitttee as having any title to that share
- (b) A Transmitttee, on production of such evidence of entitlement to shares as the Directors shall require, may -
 - (i) subject to the Articles, choose either to become the registered holder of those shares or have them transferred to another person, or

- (ii) subject to the Articles and pending any transfer of shares to another person have the same rights in respect of the shares to which the Member was entitled
- (c) Save that, he shall not be entitled to attend or vote at a general meeting of the Company, or agree to a proposed written resolution, in respect of the shares to which he is entitled by reason of the Member's death or bankruptcy or otherwise, unless and until he becomes the registered holder of those shares
- (d) A Transmittree who wishes to become the holder of shares to which he has become entitled must notify the Company in writing of that wish and a Transmittree wishing to transfer shares to another person must execute an instrument of transfer (which shall be treated as being executed by the Member from whom the Transmittree has derived rights in respect of the shares) in respect of it
- (e) If a notice is given to a Member in respect of shares and a Transmittree is entitled to those shares, the Transmittree is bound by the notice as if it was given to the Member before the Transmittree's name has been entered into the Company's register of members

GENERAL MEETINGS AND RESOLUTIONS

- 11
- (a) All Qualifying Persons may attend, speak, vote and demand a poll at a general meeting For the purpose of this Article 11 a Qualifying Person means a Member of the Company either in person or by appointment of one or more proxies or, in the case of a corporation, the appointment of a corporate representative Under no circumstances will the appointment of a proxy or corporate representative afford the appointer greater voting rights than if he were present in person
 - (b) Members' resolutions may be passed at a general meeting of the Company or by written resolution passed in accordance with the provisions of the Act A written resolution may be requested by the Directors or by Members holding at least 5% of the voting rights of the Company A Member will have the same number of votes in relation

to a resolution passed on a poll as he has when passed as a written resolution

- (c) No business shall be transacted at a general meeting unless a quorum is present. Where the Company has a sole member, a quorum shall be one Qualifying Person and in any other circumstance (save for a meeting at which the resolution shall relate to the variation of class rights) the quorum shall be two Qualifying Persons.
- (d) If the Directors have appointed a chairman the chairman shall chair all general meetings if present and willing to do so and where the Directors have not appointed a chairman, or the chairman is not present within 15 minutes of the time at which the meeting was due to start, any member (present in person) and willing to act may be appointed chairman of the meeting. Any Qualifying Person attending only as proxy and not himself a member shall be ineligible to be chairman.
- (e) A resolution put to the vote at a general meeting shall be decided on a show of hands unless a poll is demanded in accordance with the Act and each Qualifying Person shall, on a show of hands have one vote, provided always that, in the event that a proxy shall have been appointed by more than one member and that proxy is instructed to vote in opposing ways by each member, the proxy is entitled to one vote for and one vote against the resolution and when more than one proxy is appointed by a member votes by such proxies shall be counted together.
- (f) On a vote by way of poll duly demanded in accordance with the Act each Qualifying Person shall be entitled to one vote per share and where a member has appointed more than one proxy (or corporate representative) to vote in respect of different classes of shares each proxy may vote in accordance with their instructions regarding those classes of shares over which they are authorised to exercise their voting rights provided that in exercising such rights the appointer shall be afforded no greater voting rights than if he were present in person.

- (g) No objection may be raised to the qualification of any Qualifying Person voting at a general meeting except at a meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid. Any such objection must be referred to the chairman of the meeting whose decision is final.
- (h) A member may only validly appoint a proxy (or proxies) by notice in writing ("the proxy notice") which -
- states the name and address of the member appointing the proxy,
 - identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed,
 - is signed by or on behalf of the member appointing the proxy or is authenticated in such manner as the Directors may determine, and
 - is delivered to the Company in accordance with these Articles and any instructions contained in the notice of the general meeting.

The Company may require proxy notices to be delivered in a particular form and may specify different forms for different purposes and where a member appoints more than one proxy a separate proxy notice shall be required for each proxy.

Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions. Unless a proxy notice indicates otherwise it must be treated as -

- allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary procedural resolutions put to the meeting, and
- appointing that person as a proxy in relation to any adjournment of a general meeting to which it relates as well as the meeting itself.

- (i) Unless the chairman is appointed proxy, or the proxy notice specifies which way the proxy is to vote, the Company shall not be required to take any steps to ensure that a proxy is voting in accordance with instructions and no vote shall be considered invalid in the event that such instructions shall not be followed
- (j) A person who is entitled to attend speak or vote at a general meeting remains so entitled in respect of that meeting or any adjournment of it even though a valid proxy notice has been delivered to the Company by or on behalf of that person, provided that any vote cast on behalf of a member may only be counted once whether cast in person or by proxy

Any appointment of a proxy may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given. A notice revoking the proxy appointment only takes effect when it is delivered before the start of the meeting or adjourned meeting to which it relates. If a proxy notice is executed by way of power of attorney a copy of such power shall be provided to the Company together with the proxy notice

- (k) An ordinary resolution to be proposed at a general meeting may be amended at any time if the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution. A special resolution to be proposed at a general meeting may be amended if -

- the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
- the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution

If the chairman of the meeting, acting in good faith, wrongly agrees to an amendment, the chairman's error does not invalidate the vote on that resolution

(l) The Directors shall maintain records of

- all proceedings at meetings of the Company, of the holders of any class of shares of the Company, and of the Directors, and committees of Directors, including the names of the Directors present at each such meeting
- all appointments of officers made by the directors,
- a memorandum of all decisions taken by a sole member when the company has only one member which may have been taken by the company in a general meeting and which have effect as if agreed in a general meeting,
- all written resolutions passed by the Company,
- all resolutions of members passed otherwise than at a general meeting,
- the minutes of proceedings of a general meeting

Such records shall be retained for at least 10 years from the date of the resolution

APPOINTMENT OF DIRECTORS

- 12 (a) The maximum number and minimum number respectively of the Directors may be determined from time to time by Ordinary Resolution of the Company or by decision of the Directors. Subject to and in default of any such determination the minimum number of Directors shall be one, and a sole Director shall have authority to exercise all the powers and discretions expressed by the Act and by these Articles to be vested in the Directors generally. There shall be no maximum number of Directors.
- (b) In any case where, as a result of death the Company has no Members and no Directors the personal representatives of the last Member shall have the right to appoint himself or another person as a Director of the Company.

BORROWING POWERS

- 13 The Directors may exercise all the powers of the Company to borrow money of unlimited amount and upon such terms and in such manner as they think fit and subject (in the case of any security convertible into shares) to Sections 549-551 and 312 of the Act to grant any mortgage, charge or security over its undertaking, property and uncalled capital, or any part thereof and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party

ALTERNATE DIRECTORS

- 14 (a) Any Director (not himself an alternate director) may appoint another Director or any other person approved by resolution of the board of Directors, and who is willing to act, to be an alternate Director and may remove from office an alternate Director so appointed by him. If the Director appointing an alternate director shall cease to be a Director, the appointment of the alternate director shall also cease.
- (b) An alternate director shall be entitled to receive notice of all meetings of Directors or committees of directors of which his appointer 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 appointer as a Director in his absence but shall not be entitled to receive any remuneration from the Company save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointer or such part as his appointer shall by notice in writing to the Company from time to time direct.
- (c) Any appointment or removal of an alternate director shall be by notice to the Company signed by the Director making or revoking the appointment or in any other manner approved by the Directors.
- (d) Save as may otherwise be provided by 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 an agent of the Director appointing him.

DISQUALIFICATION OF DIRECTORS

15 A person shall vacate his office as Director if -

- (a) he ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from becoming a Director, or
- (b) a bankruptcy order is made against him, or
- (c) a composition is made with that persons creditors generally, or
- (d) by reason of his mental health an order is made by a court having jurisdiction in matters concerning mental disorder which wholly or partly prevents him from personally exercising any powers or rights which that person would otherwise have, or
- (e) a registered medical practitioner who is treating the person gives a written opinion to the Company stating that he has become physically or mentally incapable of acting as a Director and may remain so for more than three months, or
- (f) he shall resign from office by serving notice to the Company, or
- (g) he shall for more than six consecutive months have been absent without permission of the Directors from meetings of the Directors, or any committee of the Directors of which he is a member, held during that period and the Directors resolve that his office shall be vacated, or
- (h) where he shall have been appointed by a resolution of the Directors, by resolution of a majority of the Directors

PROCEEDINGS OF DIRECTORS

- 16 (a) Subject to any other provision of these Articles the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company

- (b) Notwithstanding Article 16(a) above, the Members may, by Special Resolution, direct the Directors to take, or refrain from taking, specified action and no such Special Resolution shall invalidate anything which the Directors have done before the passing of the Special Resolution
- (c) The Directors may delegate any of the powers conferred upon them by the Act or the Articles to any such person or committee, to such extent as they shall see fit and the Directors may at any time vary or revoke, in whole or in part the terms of such delegation
- (d) Notice of a meeting of Directors shall be deemed to be properly given to a Director if it is served in accordance with these Articles
- (e) Unless a quorum is present at the meeting no proposal is to be voted on, except a proposal to call another meeting. The quorum for directors meetings shall be fixed from time to time by a decision of the Directors and unless otherwise fixed, or unless the Company has a sole Director, the quorum shall be two. Where a quorum is not present the Directors must not pass any resolution other than to appoint further Directors or to call a general meeting at which the Members may appoint further Directors
- (f) If any situation, actual or potential exists or arises, such that a Director may have a conflict of interest (and for the purposes of this Article 16 an interest of any person connected to the Director, or an alternate Director shall be treated as a interest of the Director), such situation may, when proposed to the board of Directors, be authorised by resolution of the independent Directors acting in good faith provided that in considering the situation of conflict the Director so concerned, and any Director connected to him shall not be counted for quorum or voting purposes and any authority given by the independent Directors shall be subject to such limitations or conditions as the Company may from time to time impose
- (g) If a proposed decision of the Directors or any committee of the Directors is concerned with an existing or proposed transaction or arrangement

with the Company in which a Director is interested, subject to disclosing prior to entry into the transaction his interest therein, a Director may vote on any resolution notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly any kind of interest whatsoever, and if he shall vote on any such resolution as aforesaid his vote shall be counted, and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting, and where the Company has a sole director the declaration of that sole Director shall be reported in writing

- (h) where authority has been granted pursuant to Article 16(a) or a declaration made pursuant to Article 16(b) a Director will not be deemed in breach of his general duties when acting in accordance with any such authority given
- (i) 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 other means of telephone radio or televisual communication whereby all the persons participating in the meeting can hear each other and any Director or member of a committee participating in such a meeting will be deemed to be present in person at such meeting
- (j) For the avoidance of doubt, the provisions of Article 16(b) above shall apply to resolutions of sole Directors authorising transactions or arrangements which would otherwise amount to a breach of the duty to avoid a conflict of interest pursuant to section 175 of the Act and the authorisation of such sole Director shall be valid quorate authority for entry into the said transactions or arrangements

DIRECTORS REMUNERATION AND EXPENSES

- 17 (a) The Directors shall be entitled to such remuneration as the Directors shall determine or as the Company shall by Ordinary Resolution determine and unless the Directors shall decide otherwise, Directors remuneration shall accrue from day to day

- (b) Unless the Company shall by Ordinary Resolution otherwise determine Directors shall be accountable to the Company for any remuneration which they receive as Directors or other officers or employees of any subsidiary of the Company or any other body corporate in which the Company is interested
- (c) The Directors may be paid all reasonable expenses properly incurred by them in connection with their attendance of meetings of Directors, committees of Directors, general meetings or meetings of any class of Members or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company

DIRECTORS INDEMNITY AND INSURANCE

- 18
- (a) Subject to Section 532 of the Act and Article 18(b) a relevant Director of the Company or an associated company may be indemnified out of the Company's assets against any liability incurred by that Director in the actual or purported exercise of his powers of office including defending any proceedings, civil or criminal which relate to any act or omission by him as an officer or employee of the Company or any liability incurred by that Director in connection with the activities of the Company or an associated company in his capacity as Director or any other liability incurred by that Director as an officer of the Company or an associated company in which judgment is given in his favour or proceedings are otherwise disposed of without finding of any material breach of duty on his part
 - (b) This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law or in respect of any liability of a Director arising from a breach of duty owed by a Director to the Company and its members or arising from the wilful misconduct of the Director
 - (c) The Directors may decide to purchase and maintain insurance at the expense of the Company for the benefit of any relevant Director in respect of any relevant loss

- (d) In this Article,
- companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate,
 - a "relevant director" means any Director or former Director of the Company or an associated company, and
 - a "relevant loss" means any loss or liability which has been or may be incurred by a relevant director in connection with that Director's duties or powers in relation to the Company, any associated company or any pension fund or employee share scheme of the Company or associated company

COMPANY SEAL

- 19 (a) The Company shall not be required to, but may, at the discretion of the Directors, keep a common seal. If such a seal is kept, it shall only be used by the authority of the Directors, or of a committee of the Directors authorised by the Directors, and 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 the Secretary (where applicable) or a second Director.
- (b) Nothing in Article 19(a) above shall require the company seal to be affixed and the Directors may resolve to execute any document in any manner provided for in the Act.

DISTRIBUTIONS AND DIVIDENDS

- 20 (a) The Company may by Ordinary Resolution declare dividends and the Directors may decide to pay interim dividends but a dividend must not be declared unless the Directors have made a recommendation as to its amount and must not exceed that amount.
- (b) No dividend may be declared or paid unless in accordance with the provisions of the Act and must unless there are any requirements to the

contrary, be paid to Members in proportion with the nominal value of their shareholding

- (c) If the Company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears
- (d) The Directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profit available for distribution justifies the payment
- (e) In paying a dividend the Directors must act in good faith and in accordance with their duties to the Company, and where they do so act, 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 shares with deferred or non-preferred rights
- (f) Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by any means of payment as shall be agreed between the Directors and the person entitled to receive such payment
- (g) Interest shall not be payable on any dividend or other sum payable in respect of a share unless provided for by the terms on which the share was issued or any other agreement between the Member and the Company
- (h) All dividends or other sums payable which are unclaimed after being declared and/or becoming payable may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed and the payment of such sum into a separate account shall not make the Company a trustee in respect of it
- (i) Subject to the terms of issue of the shares in question, the Company may resolve to pay all or part of the dividend or other distribution payable by way of non-cash assets of equivalent value (including without limitation shares or other securities in the Company)

- (j) A Member (or other person entitled to receive a dividend or other distribution) may waive their entitlement to such payment by giving notice in writing, of such waiver and if the waiver is for nil consideration such notice shall be executed as a deed

CAPITALISATION OF PROFITS

- 21 (a) Subject to any other provision of these Articles, the Directors may, with the authority of an Ordinary Resolution -
- (i) decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve, and
 - (ii) appropriate any such sum which they so decide to capitalise (a "Capitalised Sum") to the persons who would have been entitled to it if it were distributed by way of dividend ("the Persons Entitled") and in the same proportions
- (b) A Capitalised Sum must be applied to the Persons Entitled in the same proportions as a dividend would have been distributed to them
- (c) A Capitalised Sum may be applied in paying up new shares of a nominal amount equal to the Capitalised Sum which are then allotted credited as fully paid to the Persons Entitled or as they may direct
- (d) A Capitalised Sum which was appropriated from profit available for distribution may be applied in paying up new debentures of, the Company which are then allotted credited as fully paid to the Persons Entitled or as they may direct
- (e) Subject to these Articles the Directors may -
- (i) apply any Capitalised Sum in accordance with Articles 21(c) and 21(d) partly in one way and partly in another,
 - (ii) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this Article (including the issuing of fractional certificates or the making of cash payments), and

- (iii) authorise any person to enter into an agreement with the Company on behalf of all Persons Entitled which is binding on them in respect of the allotment of shares and debentures to them under this Article

NOTICES

- 22 (a) Any notice sent or supplied by or to the Company under the Articles may be sent or supplied either -
- (i) personally,
 - (ii) by post addressed to the Member at his address as shown in the Company's register of members,
 - (iii) in Electronic Form,
 - (iv) by any other means instructed in writing by the Member concerned and agreed by the Company
- (b) In the case of joint holders of shares, service or delivery of any notice or other document on or to one of the joint holders shall for all purposes be deemed a sufficient service on or delivery to all the joint holders
- (c) Any notice or other document which is sent by post shall be deemed to have been served or delivered 24 hours after posting and in providing such service or delivery it shall be sufficient to prove that the notice or document was properly addressed, stamped and posted Any notice sent personally shall be deemed served or delivered when it was so left and any notice sent in Electronic Form shall be deemed delivered 48 hours after it was sent