

**G**

COMPANIES FORM No. 12

**12****Statutory Declaration of compliance  
with requirements on application  
for registration of a company**Please do not  
write in  
this margin

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

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

To the Registrar of Companies

For official use

For official use

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Name of company

\* **ACRAMAN (103) LIMITED**\* insert full  
name of CompanyI, **ROBIN MARK STAUNTON**of **BUSH HOUSE****72 PRINCE STREET****BRISTOL BS99 7JZ**† delete as  
appropriate

do solemnly and sincerely declare that I am a [Solicitor engaged in the formation of the company]†  
[person named as director or secretary of the company in the statement delivered to the registrar  
under section 10(2)]† and that all the requirements of the above Act in respect of the registration of the  
above company and of matters precedent and incidental to it have been complied with,

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the  
provisions of the Statutory Declarations Act 1835

Declared at **Bush House**

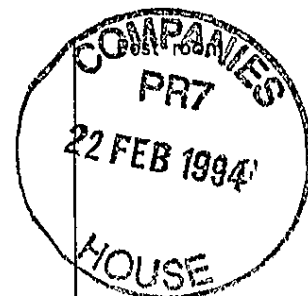
Declarant to sign below

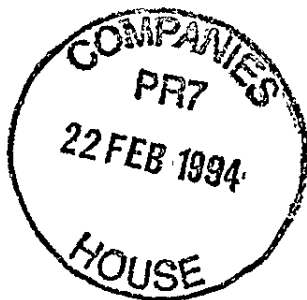
**72 Prince Street****Bristol BS99 7JZ**the **22** day of **February**One thousand nine hundred and **ninety four**before me **[Signature]**

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

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

**Lawrence Tucketts  
Bush House  
72 Prince Street  
Bristol BS99 7JZ  
GAN**

For official Use  
New Companies Section



10

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

This form should be completed in black.

Company name (in full)

**CN**

For official use ☐

ACRAMAN (103) LIMITED

Registered office of the company on  
incorporation.

**RO**

Bush House

72 Prince Street

Post town Bristol

County/Region Avon

Postcode BS99 7JZ

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

☐

Name

**RA**

Post town

County/Region

Postcode

Number of continuation sheets attached

☐

To whom should Companies House  
direct any enquiries about the  
information shown in this form?

Lawrence Tucketts

Bush House 72 Prince Street

Bristol

Postcode BS99 7JZ

Telephone 0272 295295

Extension GAN/2259

**Company Secretary** (See notes 1-5)

Name \*Style/Title

Forenames

Surname

\*Honours etc

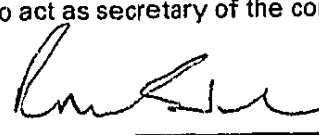
Previous forenames

Previous surname

**Address**

Usual residential address must be given.  
In the case of a corporation, give the  
registered or principal office address.

**Consent signature**

<b>CS</b>	MR
ROBIN MARK	
STAUNTON	
<b>AD</b>	WOODSIDE
BATTLE LANE	
Post town	CHEW MAGNA
County/Region	AVON
Postcode	BS18 8PX
Country	ENGLAND
I consent to act as secretary of the company named on page 1	
Signed	
Date	21-2-94

**Directors** (See notes 1-5)*Please list directors in alphabetical order.*

Name \*Style/Title

Forenames

Surname

\*Honours etc

Previous forenames

Previous surname

**Address**

Usual residential address must be given.  
In the case of a corporation, give the  
registered or principal office address.

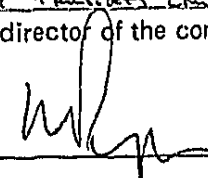
Date of birth

Business occupation

Other directorships

\* Voluntary details

**Consent signature**

<b>CD</b>	MR
TIMOTHY EDWARD	
PYPER	
<b>AD</b>	STOCK FARM
LITTLETON UPON SEVERN	
Post town	BRISTOL
County/Region	AVON
Postcode	
Country	ENGLAND
<b>DO</b>	2   8   1   1   4   4
Nationality	<b>NA</b> BRITISH
<b>OC</b>	SOLICITOR
<b>OD</b>	LAWRENCE TUCKETTS LIMITED, LAWRENCE TUCKETTS SERVICE LTD, <del>SHAWDON COURT TRUSTEES LIMITED THE LAW SOCIETY</del>
I consent to act as director of the company named on page 1	
Signed	
Date	21/2/94

**Directors (continued)**

(See notes 1 - 5)

Name

\*Style/Title

Forenames

Surname

\*Honours etc

Previous forenames

Previous surname

Address

Usual residential address must be given.  
In the case of a corporation, give the  
registered or principal office address.

Date of birth

Business occupation

Other directorships

\* Voluntary details

Consent signature

**CD** MR

ROBIN MARK

STANTON

**AD** WOODSIDE

BATTLE LANE

Post town CHEW MAGNA

County/Region AVON

Postcode BS18 8PX

Country ENGLAND

**DO** 2 1 0 5 5 7Nationality **NA** BRITISH**OC** SOLICITOR**OD**

I consent to act as director of the company named on page 1

Signed



Date 21-2-94

Delete if the form  
is signed by the  
subscribers.

Signature of agent on behalf of all subscribers

Date 21-2-94

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

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

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

of

ACRAMAN (103) LIMITED



1. The name of the Company is "ACRAMAN (103) LIMITED" 2902986

2. The registered office of the company will be situated in England.

3. (a) The Company is a general commercial company.

(b) The Company may by Special Resolution alter its Memorandum with respect to the statement of the Company's object; except, where the Company is a charity, any exercise of this power must comply with Section 30A of the Companies Act 1985, as amended by Section 111 of the Companies Act 1989

4. The liability of the Members is limited.

5. The share capital of the Company is £100 divided into 100 shares of £1 each.

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company, in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Names, addresses and description of Subscribers

Number of  
shares taken  
by each  
Subscriber

TIMOTHY EDWARD PYPER  
Bush House  
72 Prince Street  
Bristol BS99 7JZ

One

ROBIN MARK STAUNTON  
Bush House  
72 Prince Street  
Bristol BS99 7JZ


One

179382

Dated this 21 day of February 1994

Witness to the above signature

Lawrence Tucketts  
Bush House  
72 Prince Street  
Bristol BS99 7JZ

 GILES NELSON  
TRAINING SOLICITOR

**THE COMPANIES ACT 1985**  
**COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**  
**of**  
**ACRAMAN (103) LIMITED**

**PRELIMINARY**

Trainee Solicitor

1. The Company is a private company and, subject as hereinafter provided and except where the same are varied or excluded by or inconsistent with these Articles, the Regulations contained or incorporated by reference in Table A in the Companies (Tables A to F) Regulations 1985 (such Table being hereinafter called "Table A") shall apply to the Company and shall be deemed to form part of these Articles. References herein contained to "Regulations" are to Regulations in Table A and references herein to "the Act" are references to the Companies Act 1985 unless otherwise stated.

**SHARE CAPITAL**

2. The share capital of the Company on incorporation is £100 divided into 100 Ordinary Shares of £1 each.

**ALLOTMENT OF SHARES**

3. (a) The Directors are generally and unconditionally authorised for the purposes of Section 80 of the Act to exercise any power to allot Ordinary Shares of £1 each (being relevant securities within the meaning of that Section) to such persons, on such terms and in such manner as they think fit, up to an aggregate nominal amount of the share capital of the Company on incorporation at any time or times during the period of one year from the date of the Company's incorporation. The authority contained in this paragraph shall extend to the allotment of such shares (within such limit) after the expiry of such period of one year pursuant to an offer or agreement so to do made by the Company within that period.

(b) After the authority to allot shares referred to in paragraph (a) hereof has been exhausted or has expired any further 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 declined or 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; the further offer shall be made in the same manner and limited by a like

period as the original offer. Any shares not accepted pursuant to such offers or not capable of being offered except by way of fractions and any shares released from the provisions of this Article by Special Resolution 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, but no shares offered to but not accepted by the Members under this paragraph shall be disposed of on terms more favourable to the subscriber thereof than the terms on which it was offered to the Members.

(c) In accordance with Section 91 of the Act sub-section (1) of Section 89 and sub-sections (1) to (6) of Section 90 shall be excluded from applying to the Company.

#### TRANSFER OF SHARES

4. The Board may, in its absolute discretion, and without giving any reason therefor, decline to register a transfer of any share, whether or not it is a fully paid share. Regulation 24 shall not apply to the Company.

#### TRANSMISSION OF SHARES

5. The Directors may at any time give notice requiring any person entitled to a share by reason of the death or bankruptcy of the holder thereof to elect either to be registered himself in respect of the share or to transfer the share and if the notice is not complied with within sixty days the Board may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the share until the requirements of the notice have been complied with. Regulation 31 shall be modified accordingly.

#### GENERAL MEETINGS AND RESOLUTIONS

6. Every notice conveying a General Meeting shall contain a statement that a Member entitled to attend and vote is entitled to appoint a proxy to attend and vote instead of him and that a proxy need not also be a Member; and notice of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Directors and to the Auditor for the time being of the Company.

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

8. A resolution in writing signed by all Members for the time being entitled to receive notice of and to attend and vote at General Meetings (or being corporations by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held. Any such resolution in writing may consist of two or more documents in like form each signed by one or more of such members. Regulation 53 shall not apply to the Company.



## APPOINTMENT OF DIRECTORS

9. (a) Regulation 64 shall not apply to the Company.

(b) The number of the Directors shall be determined by Ordinary Resolution of the Company but unless and until so fixed there shall be no maximum number of Directors and the minimum number of Directors shall be two.

(c) The Directors shall not be required to retire by rotation and accordingly regulations 73 to 80 inclusive shall not apply to the Company.

(d) The Members may by Ordinary Resolution passed at any General Meeting of the Company appoint a person who is willing to act to be a Director either to fill a vacancy or as an additional Director.

(e) The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with these Articles as the maximum number of Directors. A Director so appointed shall hold office only until the next following annual general meeting and if not reappointed at such meeting, he shall vacate office at the conclusion thereof.

## ALTERNATE DIRECTORS

10. (a) Each Director shall have the power at any time to appoint as an alternate Director either another Director or any other person approved for that purpose by a resolution of the Directors and, at any time, to terminate such appointment. Every appointment and removal of an alternate Director shall be in writing signed by the appointor.

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

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

(d) The appointment of an alternate Director shall

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

(e) A Director or any other person may act as alternate Director to represent more than one Director and an alternate Director shall be entitled at meetings of the Directors or any committee of the Directors to one vote for every Director who he represents 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.

(f) regulations 65 to 69 inclusive shall not apply to the Company.

#### POWERS OF DIRECTORS

11. The quorum necessary for the transaction of the business of the Directors shall be two.

12. (a) 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:-

- (i) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is in any way interested;
- (ii) may be a Director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is in any way interested;
- (iii) may, or any firm or company of which he is a principal may, act in a professional capacity for the Company or any body corporate in which the Company is in any way interested;
- (iv) shall not, by reason of his office, be accountable to the Company for any benefit which he derives from such office, service or employment 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; and
- (v) shall be entitled to vote and be counted in the quorum on any matter concerning paragraph (i) to (iv) above

(b) For the purposes of this Article:-

- (i) a general notice to the Directors that a Director is to be regarded as having an interest in a particular transaction or arrangement shall be

deemed to be a disclosure that the Director has an interest in any such transaction of the nature and to the extent specified in such general notice;

- (ii) an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his; and
- (iii) an interest of a person who is, for any purpose of the Act, 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 the prejudice to any interest which the alternate director has otherwise.

(c) Regulations 85, 86 and 94 to 96 inclusive shall not apply to the Company.

13. The Directors may exercise the powers of the Company conferred in the Memorandum to provide for pensions and other benefits and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers. Accordingly Clause 87 in Table A shall not apply to the Company.

#### DISQUALIFICATION OF DIRECTORS

14. (a) The office of a Director shall be vacated if:-

- (i) he ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a Director; or
- (ii) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (iii) he becomes incapable by reason of mental disorder, illness or injury of managing and administering his property and affairs; or
- (iv) he resigns his office by notice to the Company.

(b) Regulation 81 shall not apply to the Company.

#### INDEMNITY

15. Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or 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, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 310 of the Act. Accordingly, Regulation 118 shall not apply to the Company.

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Names, Addresses and Descriptions of Subscribers

---

TIMOTHY EDWARD PYPER  
Bush House  
72 Prince Street  
Bristol BS99 7JZ

Solicitor



ROBIN MARK STAUNTON  
Bush House  
72 Prince Street  
Bristol BS99 7JZ

Solicitor



---

Dated this 21 day of February 1994

Witness to the above Signatures:

  
Trainee Solicitor

Bush House  
72 Prince Street  
Bristol BS99 7JZ

Trainee Solicitor

FILE COPY



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

No. 2902986

I hereby certify that

**ACRAMAN (103) LIMITED**

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

Given under my hand at the Companies Registration Office,  
Cardiff the 28 FEBRUARY 1994

  
I. M. LEWIS

an authorised officer

**G**

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

For official use Company number

--	--	--	--	--

2902986

Name of company

\* ACRAMAN (103) LIMITED

\*Insert full name  
of company

gives notice in accordance with section 123 of the above Act that by resolution of the company  
dated 30<sup>th</sup> March 1994 the nominal capital of the company has been  
increased by £ 100 beyond the registered capital of £ 100

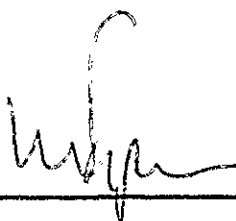
†The copy must be  
printed or in some  
other form approved  
by the registrar

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

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

Please tick here if  
continued overleaf☐†Insert Director,  
Secretary,  
Administrator,  
Administrative  
Receiver or Receiver  
(Scotland) as  
appropriate

Signed



Designation

Director

Date

30 March 94

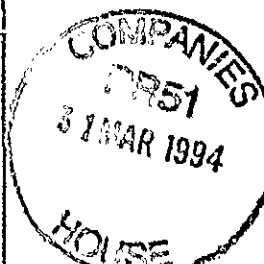
Presentor's name, address and  
reference (if any):

LAWRENCE TUCKETTS  
BUSH HOUSE  
72 PRINCE STREET  
BRISTOL BS99 7JZ

For official use

General section

Post room

**Oyez**

The Solicitors' Law Stationery Society Ltd., Oyez House, 27 Crimscott Street, London SE1 5TS.

Companies G123

1987 Edition  
660 F17244  
5017157  
★ ★

Company Number 2902986

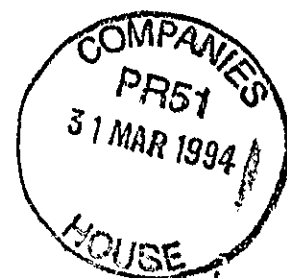
THE COMPANIES ACT 1985  
COMPANY LIMITED BY SHARES  
SPECIAL RESOLUTION  
of  
ACRAMAN (103) LIMITED

The following Special Resolution was passed on 30th March 1994 as a resolution signed by all the members of the above named Company.

That:-

- (a) the authorised share capital of the Company be and is hereby increased to £200 by the creation of 100 Ordinary Shares of £1 each
- (i) for the purpose of Section 80 Companies Act 1985 the Directors of the Company be authorised to allot shares up to the amount and number of such increased share capital at any time or times during the period of five years from the date of this Resolution; and
- (ii) pursuant to Section 95(1) of the Companies Act 1985 Section 89(1) of that Act shall not apply to any such allotment

.....  
Certified to be a true copy  
of the Resolution passed.





FILE COPY



**CERTIFICATE OF INCORPORATION  
ON CHANGE OF NAME**

Company No. 2902986

The Registrar of Companies for England and Wales hereby certifies that  
ACRAMAN (103) LIMITED

having by special resolution changed its name, is now incorporated  
under the name of  
AVON PHOTOTYPESETTING LIMITED

Given at Companies House, Cardiff, the 27th April 1994

A handwritten signature in dark ink, followed by a circular official stamp of the Registrar of Companies.

For the Registrar of Companies



C O M P A N I E S H O U S E

HC006B

290298

27/4

THE COMPANIES ACTS 1985 AND 1989

WRITTEN SPECIAL RESOLUTION

OF

ACRAMAN (103) LIMITED



We, MICHAEL JOHN GWYTHYR and PAUL RALPH NEWTON and HURST PUBLISHING LIMITED being all of the members of the Company hereby pass the following resolution as a special resolution in writing pursuant to Regulation 53 in Table A in the Schedule to The Companies (Tables A to F) Regulations 1985 (which regulation forms part of the Articles of Association of the Company):

IT IS RESOLVED that the name of the Company be changed from  
ACRAMAN (103) LIMITED

to

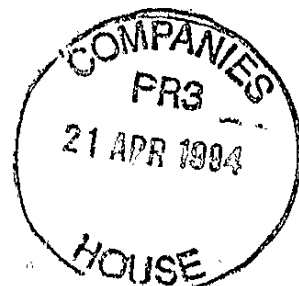
AVON PHOTOTYPESETTING LIMITED.

Dated 18-4-1994

Signed M. J. Gwyther  
M J Gwyther

Signed P. R. Newton  
P R Newton

Signed [Signature]  
the duly authorised representative for and on behalf of  
Hurst Publishing Limited



# G

COMPANIES FORM No. 224

## Notice of accounting reference date (to be delivered within 9 months of incorporation)

# 224

Please do not  
write in  
this margin

Pursuant to section 224 of the Companies Act 1985  
as inserted by section 3 of the Companies Act 1989

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

To the Registrar of Companies  
(Address overleaf)

Company number

2902986

Name of company

\* Insert full name  
of company

\* AVON PHOTOTYPESETTING LIMITED

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

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

Day Month

3 1 0 3

5 April  
Day Month

0 5 0 4

30 June  
Day Month

3 0 0 6

31 December  
Day Month

3 1 1 2

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

Signed



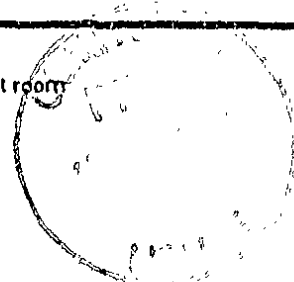
Designation Director

Date 13-5-94

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

For official use  
D.E.B.

Post room



Company No 2902986

THE COMPANIES ACTS 1985 AND 1989

WRITTEN SPECIAL RESOLUTION

OF

ACRAMAN (103) LIMITED

We, MICHAEL JOHN GWYTHYR and PAUL RALPH NEWTON and LINDA ANN GWYTHYR and ELAINE MARY NEWTON being all of the members of the Company hereby pass the following resolution as a special resolution in writing pursuant to Regulation 53 in Table A in the Schedule to The Companies (Tables A to F) Regulations 1985 (which regulation forms part of the Articles of Association of the Company):

IT IS RESOLVED that the Regulations annexed hereto and initialled for the purposes of identification be approved and adopted as the Articles of Association of the Company and that the existing Articles of Association of the Company shall henceforth cease to apply.

Dated 31st March 1994

Signed *P.R. Newton*  
M J Gwyther

Signed *P.R. Newton*  
P R Newton

Signed *P.R. Newton*  
L A Gwyther

Signed *P.R. Newton*  
E M Newton



\*AKROS2ZH\*

RECEIPT DATE: 16/07/94

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY SHARES

NEW ARTICLES OF ASSOCIATION OF ACRAMAN (103) LIMITED  
(Adopted by Special Resolution dated 31st March 1994)

PRELIMINARY

1. The regulations of the Company shall be the regulations contained in Table A in the Schedule to The Companies (Tables A to F) Regulations 1985 as amended by The Companies (Tables A to F) (Amendment) Regulations 1985 ("Table A") subject to the exclusions and modifications and together with the additional provisions set out in the Articles hereinafter contained.

SHARES

2. (a) The Directors may allot, grant rights to subscribe for or to convert any security into shares comprised in the authorised share capital with which the Company is incorporated to such persons, in such proportions and upon such terms and in such manner as they think fit provided that at any time when the Directors exercise any power conferred by this paragraph there is in existence appropriate authority in accordance with Section 80 of the Act.  
(b) In accordance with Section 91 (1) of the Act Sub-section (1) of Section 89 and Sub-sections (1) to (6) inclusive of Section 90 of the Act shall not apply to any allotment of shares comprised in the authorised share capital with which the Company is incorporated.
3. (a) In accordance with Section 80 of the Act the Directors are generally and unconditionally authorised to exercise any power of the Company to allot shares in the Company and grant rights to subscribe for or convert any security into shares in the Company up to the maximum amount (as hereinafter defined) throughout the period expiring on and including the termination date (as hereinafter defined) but after that date the Directors may allot any shares and grant rights to subscribe for or to convert any security into shares in pursuance of an offer or agreement made before that date.

For the purposes of this Article -

"maximum amount" shall mean the amount of the authorised share capital of the Company at the date of adoption of these Articles namely £200 divided into 200 shares of £1 each.

and

"termination date" shall mean the day immediately preceding the fifth anniversary of the date of incorporation of the Company.

- (b) Subject to Section 80 of the Act the authority given in paragraph (a) of this Article may be varied, revoked or renewed by ordinary resolution.

#### LIEN

4. The lien conferred by Clause 8 in Table A shall also attach to every fully paid share and shall attach to a share (whether fully or partly paid) in respect of all monies owing to the Company by any registered holder of such share or by his estate whether such registered holder be a sole registered holder or one of two or more joint holders.

Clause 8 in Table A shall be modified accordingly.

#### TRANSFER AND TRANSMISSION OF SHARES

5. Notwithstanding any other provision of these Articles, the Directors may, in their absolute discretion and without assigning any reason therefor, decline to register the transfer of any share whether a fully paid share or not.

The first sentence of Clause 24 in Table A shall not apply to the Company.

6. (a) Any person ("the proposing transferor") proposing to transfer any share shall give notice in writing ("the transfer notice") to the Company that he desires to transfer the same and specifying whether he is prepared to accept a sale of part only of such shares. A transfer notice shall constitute the Company the agent of the proposing transferor for the sale of the shares comprised in the transfer notice to any Member or Members found in accordance with the following provisions of this Article willing to purchase same ("the purchasing Member" and "purchasing Members") at the price calculated in accordance with paragraph (b) below provided that the Company shall comply with any requirement in the transfer notice that the shares may only be disposed of in whole and not in part.

- (b) The price at which shares comprised in the transfer notice shall be offered for sale pursuant to this Clause shall be calculated as follows -

$$P = \frac{3A + 2B + 1C}{6} \times 4 \times \frac{S}{I}$$

Where:

A = The pre-tax profits of Avon less all such profits as are derived from any work carried out by Avon in typesetting the first 220 pages per week of North London Auto Trader as shown in the latest audited accounts of Avon available upon the date of the notice exercising the option pursuant to which the purchase is being made provided that if the said accounts are for a period of more or less than 365 days then the pre-tax profits shown in such accounts less all such profits as are derived from any work carried out by Avon in typesetting the first 220 pages per week of North London Auto Trader shall be adjusted by dividing the actual pre-tax profits shown in such accounts by the total number of days comprised in the period of such accounts and multiplying the result by 365 and the result of such calculation shall be A. In case of any doubt or dispute as to what profits (if any) are derived from any work carried out by Avon in typesetting the North London Auto Trader the view of the Auditor for the time being of Avon acting as an expert and not as an arbitrator shall be final and binding on both parties.

B = The pretax profits of Avon less all such profits as are derived from any work carried out by Avon in typesetting the first 220 pages per week of North London Auto Trader as shown in the penultimate audited accounts of Avon available upon the date of the notice exercising the option pursuant to which the purchase is being made provided that if the said accounts are for a period of more or less than 365 days then the pre-tax profits shown in such accounts less all such profits as are derived from any work carried out by Avon in typesetting the first 220 pages per week of North London Auto Trader shall be adjusted by dividing the actual pretax profits shown in such accounts by the total number of days

comprised in the period of such accounts and multiplying the result by 365 and the result of such calculation shall be A. In case of any doubt or dispute as to what profits (if any) are derived from any work carried out by Avon in typesetting the North London Auto Trader the view of the Auditor for the time being of Avon acting as an expert and not as an arbitrator shall be final and binding on both parties.

C = The pretax profits of Avon less all such profits as are derived from any work carried out by Avon in typesetting the first 220 pages per week of North London Auto Trader as shown in the antepenultimate audited accounts of Avon available upon the date of the notice exercising the option pursuant to which the purchase is being made provided that if the said accounts are for a period of more or less than 365 days then the pre-tax profits shown in such accounts less all such profits as are derived from any work carried out by Avon in typesetting the first 220 pages per week of North London Auto Trader shall be adjusted by dividing the actual pretax profits shown in such accounts by the total number of days comprised in the period of such accounts and multiplying the result by 365 and the result of such calculation shall be A. In case of any doubt or dispute as to what profits (if any) are derived from any work carried out by Avon in typesetting the North London Auto Trader the view of the Auditor for the time being of Avon acting as an expert and not as an arbitrator shall be final and binding on both parties.

I = The aggregate nominal value of the total issued share capital of Avon at the date of the notice exercising the option pursuant to which the purchase is being made.

S = The aggregate nominal value of the SUBJECT SHAREHOLDING.

P = The aggregate purchase price of the SUBJECT SHAREHOLDING.

Provided that in case the above calculation shall result in the aggregate purchase price being less than £1 (one pound) then the aggregate purchase price shall be £1 (one pound).

The price of a single share comprised in the transfer notice shall be P divided by S.



(c) Not later than fourteen days after receipt by the Company of the transfer notice the shares comprised in the transfer notice shall be offered to the Members (other than the proposing transferor). Such offer shall be made by notice in writing ("the offer notice"). The offer notice shall state the price at which each share is offered for sale (being the price calculated in accordance with (b) above) and whether the proposing transferor requires that all of the shares comprised in the transfer notice should be disposed of or is willing to dispose of only part of such shares. The offer notice shall request each Member upon whom it is served to accept the offer by stating the maximum number of shares comprised in the offer notice which that Member wishes to purchase. The offer notice shall limit the time in which the offer may be accepted to a period not being less than twenty-one days nor more than forty-two days after the date of the offer notice. For the purpose of this paragraph an offer shall be deemed to be accepted on the day on which an unequivocal acceptance in writing is received by the Company. After the expiry of the acceptance period the shares comprised in the transfer notice shall be used to satisfy acceptances as follows -

- (i) Hurst Publishing Limited shall be entitled to purchase all shares comprised in the transfer notice up to the maximum number of such shares which Hurst Publishing Limited has signified its wish to purchase
- (ii) any shares comprised in the transfer notice not allocated to Hurst Publishing Limited as aforesaid shall be allocated amongst Members other than Hurst Publishing Limited who wish to purchase such shares as nearly as may be in proportion to the number of shares as are already held by such Members respectively, except that no Member shall be obliged to take more shares than he shall have applied for.

If the number of shares comprised in the transfer notice is such that it is impossible to allocate shares to Members pursuant to (ii) above in proportion to their existing holdings without allocating fractions of shares then the balance of shares not capable of being so allocated shall be allocated to such one or more of the Members referred to in (ii) above and in such numbers as the Directors may in their absolute discretion think fit.

(d) If a purchasing Member or purchasing Members -

- (i) Shall have been found for all the shares comprised in the transfer notice within the period specified in paragraph (c) above; or
- (ii) In the case of a transfer notice in which the proposing transferor has indicated his willingness to transfer part only of the shares comprised in the transfer notice shall have been found for some of the shares comprised in the transfer notice within the period specified in paragraph (c) above;

then the Company shall not later than seven days after the expiry of the period specified in paragraph (c) above give notice in writing ("the sale notice") to the proposing transferor identifying the purchasing Member or Members and the numbers of shares to be purchased by each and the proposing transferor shall be bound upon payment of the price due in respect of all the shares for which a purchasing Member or Members has or have been specified in the sale notice to transfer the shares to the purchasing Member or Members.

(e) If in any case the proposing transferor after having become bound as aforesaid makes default in transferring any shares the Company may receive the purchase money on his behalf, and may authorise some person to execute a transfer or transfers of such shares in favour of the purchasing Member or Members. The receipt of the Company for the purchase money shall be a good discharge to the purchasing Member or Members. The Company shall pay the purchase money into a separate bank account.

(f) If at the expiration of six calendar months after the receipt by the Company of the transfer notice the proposing transferor has not received a sale notice from the Company in respect of all of the shares comprised in the transfer notice then the proposing transferor shall be at liberty during the period of six calendar months immediately following the aforesaid period of six calendar months:

- (1) in case the proposing transferor specified in the transfer notice that he was not willing to accept a sale of part only of the shares comprised in the transfer notice, to transfer all of the shares comprised in the transfer notice to any person or persons or, where the transfer notice has been given or deemed to have been given pursuant to Article 7 below to elect in respect of such shares himself to be registered as the holder; or

- (2) in case the proposing transferor specified in the transfer notice that he was willing to accept a sale of part only of the shares comprised in the transfer notice, to transfer those shares for which no sale notice has been received to any person or persons or where the transfer notice has been given or deemed to have been given pursuant to Article 7 below, to elect in respect of such shares himself to be registered as the holder;

Provided that:

- (i) if the proposing transferor shall have specified in the transfer notice that he was not willing to transfer part only of the shares comprised in the transfer notice then the proposing transferor shall only be entitled to dispose of such shares pursuant to this paragraph if he dispose of all of such shares; and
- (ii) except in the case of an election by the proposing transferor himself to be registered as the holder the proposing transferor shall not be entitled to dispose of shares pursuant to this paragraph except for a genuine cash consideration of not less than the price per share at which such shares were offered to Members under paragraph (c) of this Article.
- (iii) the provisions of Article 5 shall apply to any transfer pursuant to this paragraph (f).

7. Any person becoming entitled to any shares in consequence of the death or bankruptcy of a Member shall give a transfer notice pursuant to Article 6 in respect of all such shares before such person may elect to be registered himself as holder of or to execute a transfer of any such shares. If a person so becoming entitled shall not have given a transfer notice in respect of all shares to which he is entitled within six months of the death or bankruptcy, the Directors may at any time thereafter give notice in writing requiring such person within thirty days to give a transfer notice in respect of all the shares to which he has so become entitled and for which he has not previously done so and if he does not comply with such notice he shall at the end of such thirty days be deemed to have given a transfer notice pursuant to Article 6 in respect of any shares for which he still has not given a transfer notice.

Clauses 29, 30 and 31 in Table A shall be read and construed subject to the provisions of this Article.

## PROCEEDINGS AT GENERAL MEETINGS

8. Clause 41 in Table A shall be read and construed as if the following were added at the end -

" , and if at the adjourned Meeting a quorum is not present within half an hour from the time appointed for the Meeting, the Meeting shall be dissolved".

## NUMBER OF DIRECTORS

9. Except as the Company may by Ordinary Resolution in General Meeting from time to time otherwise determine, there shall be no maximum number of Directors and the minimum number of Directors shall be one. If and whenever the minimum number of Directors is one then a sole Director may exercise all the powers, authorities and discretions vested in the Directors by Table A and these Articles.

Clause 64 in Table A shall not apply to the Company.

## ALTERNATE DIRECTORS

10. Any Director (other than an alternate director) may appoint any other Director, or any other person approved by resolution of the Directors and willing to act, to be an alternate director so appointed by the appointor Director. If for whatever reason the Board shall resolve that an appointed alternate director shall no longer be acceptable as an alternate director then such alternate director shall be removed from his office as alternate director forthwith upon the passing of such resolution but without prejudice to the appointor's right to appoint a further alternate under the provisions of this Article.

Clause 65 in Table A shall not apply to the Company.

## POWERS OF DIRECTORS

11. Without prejudice to the generality of Clause 70 in Table A the Directors may exercise all of the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and subject to Section 80 of the Act to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.
12. DELETED.

#### EXCLUSION OF PROVISIONS FOR RETIREMENT OF DIRECTORS BY ROTATION

13. The Directors shall not be required to retire by rotation and accordingly -
- (i) Clauses 73, 74, 75 and 80 in Table A shall not apply to the Company; and
  - (ii) Clause 76 in Table A shall be read and construed as though the words "other than a director retiring by rotation" were omitted therefrom; and
  - (iii) Clause 77 in Table A shall be read and construed as though the words "(other than a director retiring by rotation at the meeting)" were omitted therefrom; and
  - (iv) Clause 78 in Table A shall be read and construed as though the words "and may also determine the rotation in which any additional directors are to retire" were omitted therefrom; and
  - (v) Clause 79 in Table A shall be read and construed as though the words "and shall not be taken into account in determining the directors who are to retire by rotation at the meeting" were omitted therefrom; and
  - (vi) Clause 84 in Table A shall be read and construed as though the final sentence were omitted therefrom.

#### DIRECTORS' INTERESTS

14. (a) A Director may vote at a meeting of Directors or of a committee of Directors on any resolution concerning any matter and even though such matter may be one in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company provided that -
- (i) he shall have declared the nature of his interest in accordance with Section 317 of the Act; and
  - (ii) where proposals are under consideration concerning the appointment of two or more Directors to offices or employment with the Company or any body corporate in which the Company is interested the proposals shall be divided and considered in relation to each Director separately and each of the Directors concerned shall only be entitled to vote and be counted in the quorum in respect of a resolution other than one concerning his own appointment.

- (b) Clauses 94 and 97 in Table A shall not apply to the Company.

#### QUORUM FOR TRANSACTION OF BUSINESS OF DIRECTORS

15. The quorum necessary for the transaction of the business of the Directors shall be four.

Clause 89 in Table A shall not apply to the Company.

#### THE SEAL

16. (a) The Directors may from time to time and at any time determine whether the Company shall or shall not have a Seal. Even if the Company shall have a Seal the Directors shall be at liberty to sanction the execution by the Company of a document intended to be executed as a Deed either by the affixing of the Company Seal or otherwise. Any Seal of the Company shall only be used by the authority of the Directors or of a committee of Directors authorised by the Directors. The Directors may determine who shall sign any instrument to which the Seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary or by a second Director.
- (b) The obligation under Clause 6 of Table A relating to the sealing of share certificates shall apply only if the Company has a Seal.
- (c) Clause 101 of Table A shall not apply to the Company.
- (d) The Company may exercise the powers conferred by Section 39 of the Act with regard to having an official seal for use abroad and such powers shall be vested in the Directors.

#### INDEMNITY

17. In addition to the indemnity provided in Clause 118 of Table A every Director or officer of the Company shall be indemnified out of the assets of the Company against any charge, cost, expense, liability and loss incurred by him in or about the exercise of his powers or the execution of his duties and shall not be liable for any loss or damage occasioned to the Company by the exercise of his powers or the execution of his duties insofar as any such charge, cost, expense, liability and loss incurred by him or any such loss or damage occasioned to the Company does not result from any negligence, default, breach of duty or breach of trust of which that Director is guilty in relation to the Company.

## HOLDING COMPANY

18. Whenever and for so long as another company (in this Article referred to as "the holding company") is the registered holder of shares entitling the holder to exercise more than 50% of the total voting rights exercisable in General Meeting of the Company the following provisions shall apply:
- (a) If the holding company shall deliver to the Company a notice in writing signed by the Chairman, Secretary or any Director of the holding company and stating that any share or shares in the Company is/are held by the registered holder thereof as the nominee of the holding company (or, in the case of a share or shares registered in the name of a deceased or bankrupt holder, was/were so held at the time of his death or bankruptcy) and naming some other person as having been authorised by the holding company to sign a transfer in the place of the holder or the deceased or bankrupt holder the Directors shall be entitled and bound to give effect to any instrument of transfer of such share or shares or any of same signed by the person so named as transferor in all respects as if the instrument were signed by the registered holder of the share or shares or by his personal representatives or trustee in bankruptcy.
  - (b) A resolution in writing executed by or on behalf of the holding company shall be deemed to have been executed as an ordinary resolution on behalf of all members who would have been entitled to vote upon it if it had been proposed at a General Meeting at which all Members were present and accordingly shall be as effectual as if it had been proposed at a General Meeting duly convened and held.
  - (c) The holding company shall be entitled to appoint Directors of the Company. Any person so appointed shall be subject to the provisions of Clause 31 in Table A and may be removed from office by the holding company and another person may be appointed in his place. Every appointment or removal hereunder shall be by instrument in writing and such instrument shall only take effect on the service thereof at the registered office of the Company. If and when the holding company shall cease to be the registered holder of shares entitling the holder to exercise not less than 50% of the total voting rights exercisable in General Meeting of the Company, any Director appointed in pursuance to this Article and then holding office shall ipso facto vacate the same.

(d) The Directors shall have power to appoint any person to be a Director either to fill a casual vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with the Articles as the maximum number of Directors and any Director so appointed shall (subject to Clause 81 of Table A) hold office until he is removed pursuant to this Article.

(e) Clauses 53 and 76 to 79 inclusive in Table A shall not apply to the Company.

In the case of conflict between the provisions of this Article and the provisions of any other Article or regulation of the Company the provisions of this Article shall apply.



THE COMPANIES ACTS 1985 and 1989



COMPANY NUMBER 2902986

SPECIAL RESOLUTION OF AVON PHOTOTYPESETTING LIMITED

WE, the undersigned, being, as at the date of this resolution, all the members of the above-named company entitled to receive notice of and attend and vote at General Meetings HEREBY PASS the following resolution as a SPECIAL RESOLUTION pursuant to Regulation 53 in Table A in the Schedule to The Companies (Tables A to F) Regulations 1985 (which regulation forms part of the Articles of Association of the Company):

IT IS RESOLVED that the present Clause 3 of the Company's Memorandum shall cease to apply and that a new Clause 3 shall forthwith be adopted in its stead in the form attached hereto and initialled by us both.

Dated 9th August 1994

Signed M. J. Gwyther  
Michael John Gwyther

Signed P. R. Newton  
Paul Ralph Newton

Signed [Signature]  
the duly authorised representative of Hurst Publishing Limited

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3. The object of the Company is to carry on business as a general commercial company.

In addition to and without derogation from all powers of the Company as expressed or implied by law the Company shall have the following powers:

- (a) To carry on any other business which may in the opinion of the Directors be advantageously carried on with any of the businesses of the Company.
- (b) To purchase or otherwise acquire any property and any licences, options, rights or privileges in respect of any property.
- (c) To sell or otherwise dispose of and to grant licences, options, rights and privileges in respect of or otherwise deal with all or any part of the property and rights of the Company.
- (d) To construct, develop, alter, maintain, repair and manage any property of or which may in the opinion of the Directors be of benefit to the Company.
- (e) To apply for, register, purchase or otherwise acquire, obtain and grant licences to use, protect, prolong, renew and exploit, abandon and modify patents, trade marks, designs, trading styles and names, secret processes and any other intellectual or industrial property rights.
- (f) To promote or concur in the promotion of any company for the purpose of acquiring all or any of the assets and liabilities of the Company or for any purpose which may directly or indirectly benefit the Company, its officers or employees and to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire all or any of the shares or securities of any such company.
- (g) To subscribe for, take, purchase or otherwise acquire and hold, deal with, sell or otherwise dispose of shares, stocks, debentures, bonds or other securities in any company.
- (h) To amalgamate, enter into partnership or into any other relationship or arrangement with any individual or company carrying on or about to carry on any business which the Company is authorised to carry on.
- (i) To acquire and undertake the whole or any part of the business, property and liabilities of any individual or company carrying on or proposing to carry on any business which the Company is authorised to carry on

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and to pay for such acquisition in any manner including the issue of shares, debentures or other securities of the Company and to assume any liability or obligation of such individual or company.

- (j) To direct, assist or otherwise become involved in the affairs of any individual or company in which the Company has any financial or commercial interest.
- (k) To sell or otherwise dispose of the whole or any part of the assets or undertaking of the Company for such consideration as the Company may think fit including shares, debentures or other securities.
- (l) To invest and deal with the moneys of the Company not immediately required in any manner.
- (m) To lend and advance money or give credit to any individual or company on such terms as may seem expedient, to give any guarantee, security or indemnity in respect of any obligation of any individual or company including but not limited to any holding, subsidiary or associated company.
- (n) To receive money on deposit or loan and borrow or raise money in such manner as the Company shall think fit and in particular by the issue of debentures or debenture stock and to secure the repayment of any money borrowed raised or owing or any other obligation of the Company by mortgage, charge, lien or any other security upon all or any part of the assets and undertaking of the Company (both present and future) including its uncalled capital.
- (o) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (p) To apply for, promote and obtain any Act of Parliament, charter, order, privilege, concession, licence or authorisation of any central or local governmental or quasi-governmental body for enabling the Company to carry any of its objects into effect or for effecting any modification of the constitution of the Company or for any other purpose which may seem expedient, and to oppose any proceeding or application which may be directly or indirectly detrimental to the interests of the Company.
- (q) To enter into any arrangement with any central or local governmental or quasi-governmental body or any person or company which may seem conducive to the attainment of any of the Company's objects.

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- (r) To pay for any rights or property acquired by the Company and to remunerate any person or company for services rendered or to be rendered to the Company either in cash or by the allotment of any shares in the Company credited as paid up to any extent or by the issue of any other securities in the Company or in any other manner.
- (s) To distribute any property of the Company among the Members of the Company in kind.
- (t) Subject to any restriction imposed by law to take out and maintain any policy or policies of insurance for insuring the officers and Auditor for the time being or from time to time of the Company or any of them against all or any liability which may be incurred by them in respect of any negligence, default, breach of duty or breach of trust of which the insured officers or officer and/or Auditor may be guilty in relation to the Company.
- (u) To establish, maintain and assist pension, superannuation and other funds and schemes (whether contributory or non-contributory) for the benefit of persons who are or have been Directors, officers, employees or servants or predecessors in business of the Company or of any holding, subsidiary or associated company of the Company and their spouses, children and other relatives and dependents and to give pensions, superannuation, annuities, gratuities and other benefits (whether in cash or in kind) and to provide facilities and services for and to insure any such persons; to establish, maintain and assist profit sharing and share purchase schemes for the benefit of any Director, officer, employee or servant of the Company or of any holding, subsidiary or associated company of the Company.
- (v) To make donations towards or otherwise assist any charitable, benevolent or public object.
- (w) To act as agents or brokers and as trustees for any person or company and to undertake and perform sub-contracts.
- (x) To pay any expenses in respect of the promotion and registration of the Company and the issue of its capital including brokerage and commissions for obtaining applications for or taking, placing or underwriting or procuring the underwriting of shares, debentures or other securities of the Company.

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- (y) To exercise or pursue any power or object of the Company (express or implied) in any part of the world.
- (z) To do all such other things as are incidental or conducive to the attainment of the Company's objects or any of them.

And it is hereby declared that the word "company" in this Clause, except where referring to this Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated, and whether domiciled in the United Kingdom or elsewhere.