

**FILE COPY**



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

Company No. 3805760

The Registrar of Companies for England and Wales hereby certifies that

**ALLIANCE & LEICESTER PRINT SERVICES LIMITED**

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

Given at Companies House, Cardiff, the 7th July 1999



\*N03805760G\*

*S.E. Whiting*

For The Registrar Of Companies



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

## Declaration on application for registration

Company Name in full

Alliance &amp; Leicester Print Services Limited



\* F 0 1 2 0 C 5 0 \*

† Please delete as appropriate

I,

Mrs Sandra J Odell

of

Brampton Cottage, Kirkhams Close, Yelvertoft, Northamptonshire NN6 6AB

do solemnly and sincerely declare that I am a ~~Solicitor engaged in the formation of the company~~ person named as director or secretary of the company in the statement delivered to the Registrar under section 10 of the Companies Act 1985† and that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with.

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

Declarant's signature

Declared at

Customer Services Centre, Carlton Park, Narborough, Leicester LE9 5XX

the

6<sup>th</sup>

day of

July

One thousand nine hundred and ninety

nine

① Please print name.

before me ①

Signed

Date

8<sup>th</sup> July 1999

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

Please give the name, address, telephone number and, if available, a DX number and Exchange of the person Companies House should contact if there is any query



A12 \*AWOQPHTJ\* 64  
COMPANIES HOUSE 07/07/99

Group Secretariat  
Alliance & Leicester plc  
Carlton Park  
Narborough  
Leicester  
LE9 5XX  
(0116) 2004377

When you have completed and signed the form please send it to the Registrar of Companies at:

**Companies House, Crown Way, Cardiff, CF4 3UZ DX 33050 Cardiff**  
for companies registered in England and Wales or  
**Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB**  
for companies registered in Scotland **DX 235 Edinburgh**



**BLUEPRINT**  
Company Secretary

Alliance / 367058 / £100  
**10**

**First directors and secretary and intended situation of registered Office**

**Company Name in full**

Alliance & Leicester Print Services Limited



\* F 0 1 0 0 C 5 0 \*

**Proposed registered office**

(PO Box numbers only, are not

Customer Services Centre

Carlton Park

Narborough

Post town

Leicester

County / Region

Leicestershire

Postcode

LE9 5XX

If the memorandum is delivered by an agent for the subscriber(s) of the memorandum mark the box opposite and give the agent's name and address.

Agent's Name

Address

Post town

County / Region

Postcode

Number of continuation sheets attached

Please give the name, address, telephone number, and if available, a DX number and Exchange, for the person Companies House should contact if there is any query

**Group Secretariat**  
**Alliance & Leicester plc**  
**Carlton Park**  
**Narborough**  
**Leicester**  
**LE9 5XX**  
**(0116) 200 4377**



A12 \*AWQQRHTL\* 66  
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or  
**Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB**  
for companies registered in Scotland **DX 235 Edinburgh**

## Company Secretary

<b>Name</b>	<b>*Style / Title</b>	Mrs	<b>*Honours etc</b>	ACIS
<b>* Voluntary details</b>	<b>Forename(s)</b>	Sandra Judith		
	<b>Surname</b>	Odell		
	<b>Previous Forename(s)</b>			
	<b>Previous Surname(s)</b>			
<b>Address</b>	Brampton Cottage			
<b>Usual residential address</b>	Kirkhams Close			
For a corporation, given the registered or principal office address.	<b>Post town</b>	Yelvertoft		
	<b>County / Region</b>	Northamptonshire	<b>Postcode</b>	NN6 6AB
	<b>Country</b>	England		

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

**Consent signature**

**Date** 6-7-99

## Directors

<b>Name</b>	<b>*Style / Title</b>		<b>*Honours etc</b>	
	<b>Forename(s)</b>			
	<b>Surname</b>	Alliance & Leicester (Holdings) Limited (Co. No. 2304244)		
	<b>Previous Forename(s)</b>			
	<b>Previous Surname(s)</b>			
<b>Address</b>	Customer Services Centre			
<b>Usual residential address</b>	Carlton Park			
For a corporation, given the registered or principal office address.	Narborough			
	<b>Post town</b>	Leicester		
	<b>County / Region</b>	Leicestershire	<b>Postcode</b>	LE9 5XX
	<b>Country</b>	England		

Day Month Year

**Date of birth**

**Nationality**

**Business occupation**

**Other directorships**

None

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

**Consent signature**

**Date** 6-7-99

pp. Alliance & Leicester  
(Holdings) Limited

## Directors (continued)

<b>Name</b>	<b>*Style / Title</b>		<b>*Honours etc</b>	
<b>* Voluntary details</b>	<b>Forename(s)</b>			
	<b>Surname</b>			
	<b>Previous Forename(s)</b>			
	<b>Previous Surname(s)</b>			
<b>Address</b>				
<b>Usual residential address</b>				
For a corporation, given the registered or principal office address.				
	<b>Post town</b>			
	<b>County / Region</b>		<b>Postcode</b>	
	<b>Country</b>			
	<b>Date of birth</b>	<b>Day</b>	<b>Month</b>	<b>Year</b>
	<b>Nationality</b>			
	<b>Business occupation</b>			
	<b>Other directorships</b>			

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

**Consent signature**

**Date**

### This section must be signed by

**Either**

**an agent on behalf  
of all subscribers**

**Signed**

**Date**

**Or the subscribers**

**Signed**

**Date**

**(i.e those who signed  
as members on the  
memorandum of  
association).**

**Signed**

**Date**

**Signed**

**Date**

**Signed**

**Date**

**Signed**

**Date**

**Signed**

**Date**

367058

3805760

SAME DAY

7.7.99



093579

**ALLIANCE & LEICESTER PRINT SERVICES LIMITED**

**COMPANY No.**

**Incorporated on**

**THE COMPANIES ACTS 1985 and 1989**

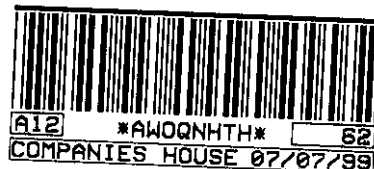
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**A Company Limited by Shares**

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**MEMORANDUM OF ASSOCIATION OF  
ALLIANCE & LEICESTER PRINT SERVICES LIMITED**

1. The name of the Company is Alliance & Leicester Print Services Limited.
2. The Registered Office of the Company will be situated in England and Wales.
3. The Company's objects are:
  - a) To carry on all or any of the businesses of printers, journalists and literary agents, silk screen printers, publishers, stationers, lithographers, typefounders, stereotypers, electrotypers, photographic printers, photo-lithographers, engravers, die-sinkers, bookbinders, designers, artists and graphic artists, window dressers, shop fitters, distributors of advertising media, draughtsmen, paper and ink manufacturers, booksellers, advertising agents, publicity contractors, public relations officers, retail and wholesale newsagents, engineers, manufacturers of and dealers in posters, showcards, displays, festive cards, complementary and fancy cards, and dealers in or manufacturers of office supplies and machinery and any other articles similar or analogous to the foregoing or any of them, or connected therewith.
  - b) To provide all office services, printing, duplicating, photo-copying, calculating, typing, book-keeping, vari-typing, block and plate making, and furnishings and equipment on sale or hire; consultants in respect of computers, office machines, methods and works study; to equip offices, to provide staff of all kinds on a permanent, temporary or relief basis, to conduct an employment bureau, to provide agency services for clients, wholesale and retail dealers of and in office equipment and supplies; to carry out advertising and publicity campaigns, and act as advertising agents; to provide cleaning and maintenance services of all kinds; consultants in design and layout of offices, shops, factories, and for all types of printed and duplicated material and the like; management, organisation, methods, works study, financial and commercial consultants.
  - c) to carry on any other business or activity of any nature whatsoever which may seem to the Directors to be capable of being conveniently or advantageously carried on in connection or conjunction with any business of the Company hereinbefore or hereinafter authorised or to be expedient with a view directly or indirectly to enhancing the value of or to rendering profitable or more profitable any of the Company's assets or businesses or utilising its skills, know-how, expertise or resources;



- d) to purchase, or otherwise acquire for any estate or interest any property (real or personal) or assets or any concessions, licenses, grants, patents, trade marks, copyrights or other exclusive or non-exclusive rights of any kind and to hold, develop and turn to account and deal with the same in such manner as may be thought fit and to make experiments and tests and to carry on all kinds of research work;
- e) to purchase or otherwise acquire and undertake all or any part of the business, property and liabilities of any company, firm, person or body carrying on any business which the Company is authorised to carry on or possessed of any property suitable for the purposes of the Company
- f) to borrow and raise money and to secure or discharge any debt or obligation of or binding on the Company in such manner as may be thought fit and in particular by mortgages and charges upon all or any part of the undertaking, property and assets (present and future) and the uncalled capital of the Company, or by the creation and issue of debentures, debenture stock or other securities of any description
- g) to undertake and perform the office and duties of trustee, custodian trustee, executor, administrator, attorney or nominee of or for any person, corporation, association, scheme, unit trust, pension or other trust fund, government, state, local authority or other body either gratuitously or otherwise; to undertake and execute any trust or discretion, and the distribution amongst the beneficiaries, pensioners or other persons entitled to it, of any income, capital or annuity, and whether in money or specie, in furtherance of any discretion, obligation or permission, for the above purposes to hold, deal with, manage, direct the management of, buy, sell, exchange, mortgage, charge, lease dispose of, or grant any right or interest in, over or upon any real or personal property of any kind, including contingent and reversionary interests in any property, and to undertake and carry on any business undertaking or transaction;
- h) to procure the registration, recognition or incorporation of the company in or under the laws of any territory outside England;
- i) to distribute among members of the Company in specie or otherwise, by way of dividend or bonus or by way of reduction of capital, all or any of the property or assets of the Company, or any proceeds of sale or other disposal of any property or assets of the Company, with and subject to any incident authorised and consent required by law;
- j) to do all or any of the things and matters aforesaid in any part of the world and either as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents, subsidiary companies or otherwise, and either alone or in conjunction with others;
- k) to do all such other things as may be considered by the directors to be incidental or conducive to any of the above objects;

4. The liability of the members is limited.

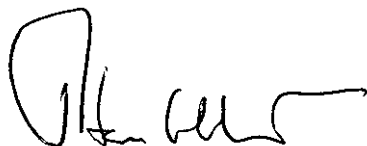
5. The share capital of the Company is £100 divided into 100 shares of £1 each, and the Company shall have the power to divide the original or any increased capital into several classes, and to attach thereto any preferential, deferred, qualified or other special rights, privileges, restrictions or conditions.

WE, the Subscribers to this Memorandum of Association which to be formed into a Company pursuant to this Memorandum; and we agree to take the number of shares shown opposite our respective names

Names and Addresses of Subscribers	Number of Shares taken by each subscriber
------------------------------------	--

Alliance & Leicester plc  
49 Park Lane  
London  
W1Y 4EQ


One



J. Hepplewhite – Secretary  
for and on behalf of  
Alliance & Leicester plc

DATED this 6<sup>th</sup> day of July 1999

WITNESS to the above signature:

  
.....  
Solicitor

c/o: Customer Services Centre  
Narborough  
Leicester  
LE9 5XX



**ALLIANCE & LEICESTER PRINT SERVICES LIMITED**

**COMPANY No.**

**Incorporated on**

**THE COMPANIES ACTS 1985 and 1989**

---

**A Company Limited by Shares**

---

**ARTICLES OF ASSOCIATION OF  
ALLIANCE & LEICESTER PRINT SERVICES LIMITED**

**PRELIMINARY**

1. The regulations contained in Table A in the Companies (Tables A to F) Regulations 1985 (as amended so as to affect companies first registered on the date of incorporation of the Company) shall, except as hereinafter provided and so far as not inconsistent with the provisions of these Articles, apply to the Company to the exclusion of all other regulations or Articles of Association.

References herein to regulations are to regulations in the said Table A unless otherwise stated.

2. Words and expressions which bear particular meanings in the context of the Companies Acts and throughout Table A shall bear the same respective meanings in these Articles.

The word "transfer" in relation to shares or debentures of the Company does not include a transfer to a person to whom the right to any shares or debentures has been transmitted by operation of law.

**SHARE CAPITAL**

3. The share capital of the Company is £100 divided into 100 Ordinary shares of £1.00 each.
- 4.1 Subject to Section 80 of the Act, all unissued shares be at the disposal of the Directors and they may allot, grant options over or otherwise dispose of them to such persons at such times, and on such terms as they think proper.

4.1.1. Pursuant to and in accordance with Section 80 of the Act, the Directors shall be generally and unconditionally authorised to exercise during the period of five years from the date of incorporation of the Company all the powers of the Company to allot relevant securities up to an aggregate nominal amount of £250,000,000;



4.1.2. by such authority the Directors may take offers or agreements which would or might require the allotment of relevant securities after the expiry of such period.

4.2 Any allotment made pursuant to clause 4.1(et seq) of these Articles may be made as if Section 89(1) of the Act did not apply.

4.3 Words and expressions defined in the or for the purposes of the said Section 80 or the said Section 89 shall bear the same meanings in this Article.

### **PROCEEDINGS AT GENERAL MEETINGS**

5. In the case of a corporation a resolution in writing may be signed on its behalf by a Director of the Secretary thereof or by its duly appointed attorney or duly authorised representative. Regulation 53 shall be extended accordingly. Regulation 53 (as so extended) shall apply mutatis mutandis to resolutions in writing of any class of members of the Company.

### **VOTES OF MEMBERS**

6. An instrument appointing a proxy (and, where it is signed on behalf of the appointor by an attorney, the letter or power of attorney or a duly certified copy thereof) must either be delivered at such place or one of such places (if any) as may be specified for that purposes in or by way of note to the notice convening the meeting (or, if no place is so specified, at the registered office) before the time appointed for holding the meeting or adjourned meeting or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting for the taking of the poll at which it is to be used or be delivered to the Secretary (or the chairman of the meeting) on the day and at the place of, but in any event before the time appointed for holding the meeting or adjourned meeting of poll. The instrument may be in the form of a facsimile or other machine made copy and shall, unless the contrary is stated thereon, be valid as well for any adjournment of the meeting to which it relates. An instrument of proxy relating to more than one meeting (including any adjournment thereof) having once been so delivered for the purposes of any meeting shall not require again to be delivered for the purposes of any subsequent meeting to which it relates. Regulation 62 shall not apply.

### **ALTERNATE DIRECTORS**

7.1 Any director (other than an alternate director) may by notice in writing to the Company appoint any other director, or any other person who is willing to act, to be an alternate director and remove from office any alternate director so appointed by him. Regulation 65 of Table A shall not apply.

7.2 An alternate Director shall be entitled to receive notices of meetings of the Directors and of any committee of the Directors of which his appointor is a member and shall be entitled to attend and vote as a Director and be counted in the quorum at any such meeting at which his appointor is not personally present and generally at such meeting to perform all functions of his appointor as a Director and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he were a Director. If he shall be himself a Director or shall attend any such meeting as an alternate for more than one

Director, his voting rights shall be cumulative but he shall not be counted more than once for the purposes of the quorum. If his appointor is for the time being absent from the United Kingdom or temporarily unable to act through ill health or disability his signature to any resolution in writing of the Directors shall be as effective as the signature of his appointor. An alternate Director for the purposes of these Articles, nor shall he be deemed to be the agent of his appointor. Regulations 66 and 69 shall not apply.

- 7.3 An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be repaid expenses and to be indemnified to the same extent *mutatis and mutandis* as if he were a Director but he shall not be entitled to receive from the Company in respect of his appointment as alternate Director any remuneration except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct.

### **DELEGATION OF DIRECTORS' POWERS**

- 8 In addition to the powers to delegate contained in Regulation 72, the Directors may delegate any of their powers or discretions (including without prejudice to the generality of the foregoing all powers and discretions whose exercise involves or may involve the payment or remuneration to or the conferring of any other benefit on all or any of the Directors) to committees consisting of one or more Directors and (if thought fit) one or more other named persons or persons to be co-opted as hereinafter provided. Insofar as any such power or discretion is delegated to a committee, any reference in these Articles to the exercise by the Directors of the power or discretion so delegated shall be read and construed as if it were a reference to the exercise thereof by such committee. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations which may from time to time be imposed by the Directors. Any such regulations may provide for members who are not Directors to have voting rights as members of the committee but so that (a) the number of members who are not Directors shall be less than one-half of the total number of members of the committee and (b) no resolutions of the committee shall be effective unless passed by a majority including at least one member of the committee who is a Director. Regulation 72 shall be modified accordingly.

### **APPOINTMENT AND RETIREMENT OF DIRECTORS**

- 9 The Directors shall not be subject to retirement by rotation. Regulations 73 to 75 and the second and third sentences of Regulation 79 shall not apply, and other references in the said Table A to retirement by rotation shall be disregarded.

### **DISQUALIFICATION AND REMOVAL OF DIRECTORS**

- 10 The office of Director shall be vacated in any of the events specified in Regulation 81 and also if he shall in writing offer to resign and the Directors shall resolve to accept such offer or if he shall be removed from office by notice in writing signed by all his co-Directors (being at least two in number) removing him from office as Director, but so that if he holds an appointment to an executive office which thereby automatically determines such removal shall be deemed an act of the Company and shall have effect independently of and

without prejudice to any claim for damages for breach of any contract of service between him and the Company.

- 11 Any provision of the Act which, subject to the provisions of the articles, would have the effect of rendering any person ineligible for appointment or election as a Director or liable to vacate office as a Director on account of his having reached any specified age or of requiring special notice or any other special formality in connection with the appointment or election of any Director over a specified age, shall not apply to the Company.

### **REMUNERATION OF DIRECTORS**

- 12 Any Director who serves on any committee, or who otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a Director, may be paid such extra remuneration by way of salary, commission or otherwise as the Directors may determine. Regulation 82 shall be extended accordingly.

### **PROCEEDINGS OF DIRECTORS**

- 13 On any matter in which a Director is in any way interested he may nevertheless vote and be taken into account for the purposes of a quorum and (save as otherwise agreed) may retain for his own absolute use and benefit all profits and advantages directly or indirectly accruing to him thereunder or in consequence thereof. Regulations 94 to 98 shall not apply.

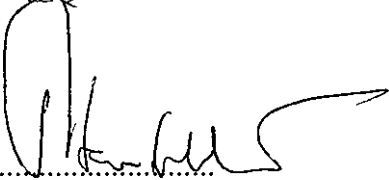
### **INDEMNITY**

- 14.1 Subject to the provisions of and so far as may be consistent with Statutes, every Director, Secretary or other officer by the Company out of its own funds against and/or exempted by the Company from all costs, charges, losses, expenses and liabilities incurred by him in the of the Company shall be indemnified actual or purported execution and/or discharge of his duties and/or otherwise in relation to or in connection with his duties, powers or office including (without prejudice to the generality of the foregoing) any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgement is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him by the Court.
- 14.2 Without prejudice to any part of these Articles the Directors shall have power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time Directors, officers or employees of any Relevant Company (as defined in paragraph 14.3 of this Article) or who are or were at any time trustees of any pension fund or employee share scheme in which employees or any Relevant Company are interested, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or

discharge of their duties and/or in the exercise or purported exercise of their powers and/or otherwise in relation to their duties, powers or offices in relation to any Relevant Company, or any such pension fund or employee share scheme.

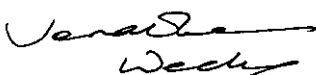
- 14.3 For the purposes of these Articles "Relevant Company" shall mean the Company, any holding company of the Company or any other body, whether or not incorporated, in which the Company or such holding company or any of the predecessors of the Company or of such holding company has or had any interest whether direct or indirect or which is in any way allied to or associated with the Company, or any subsidiary undertaking of the Company or of such other body.

**WE**, the Subscribers to these Articles of Association which to be formed into a Company pursuant to these Articles; and we agree to take the number of shares shown opposite our respective names

Names and Addresses of Subscribers	Number of Shares taken by each subscriber
Alliance & Leicester plc 49 Park Lane London W1Y 4EQ 	One
..... J. Hepplewhite – Secretary for and on behalf of Alliance & Leicester plc	

DATED this 6<sup>th</sup> day of July 1999

WITNESS to the above signature:

  
.....  
Solicitor

c/o: Customer Services Centre  
Narborough  
Leicester  
LE9 5XX