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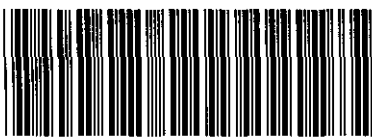
**CERTIFICATE OF INCORPORATION  
OF A PRIVATE LIMITED COMPANY**

Company No. 4349195

The Registrar of Companies for England and Wales hereby certifies that  
POCKET MONEY PLUS 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 8th January 2002



\*N04349195M\*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*  
— for the record —

HC007B



Companies House

for the record

Please complete in typescript,  
or in bold black capitals.

CHFP000

## Declaration on application for registration

JX  
12

Company Name in full

4349/15  
POCKET MONEY PLUS LIMITED

I, BARRY WARMISHAM, SIGNING FOR KEY LEGAL SERVICES (NOMINEES) LIMITED

of 76 WHITCHURCH ROAD, CARDIFF CF14 3UX

† Please 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 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

*Barry Houghton*

Declared at

76 WHITCHURCH ROAD, CARDIFF CF14 3UX

Day Month Year

On

01 12 2001

• Please print name.

before me •

BARRY HOUGHTON

Signed

*Barry Houghton*

Date

01.12.2001

† 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.

KEY LEGAL SERVICES

Tel 029 20666999

DX number 96178

DX exchange WHITCHURCH (CARDIFF)



PUB  
COMPANIES HOUSE

0217  
08/01/02

Form revised June 1998

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

Companies House, Crown Way, Cardiff, CF14 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



Companies House

for the record

Please complete in typescript,  
or in bold black capitals.

CHFP000

Notes on completion appear on final page

10

First directors and secretary and intended situation of  
registered office

Company Name in full

POCKET MONEY PLUS LIMITED

Proposed Registered Office

(PO Box numbers only, are not acceptable)

19 DENEY ROAD

Post town

PAIGNTON

County / Region

DEVON

Postcode

TQ4 5JB

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 of  
the person Companies House should  
contact if there is any query.

KEY LEGAL SERVICES LTD  
76 WHITCHURCH ROAD  
CARDIFF CF14 3LX  
Tel 02920 666999

DX number

DX exchange



PUB \*P8FRS7A8\* 0216  
COMPANIES HOUSE 08/01/02

Form revised July 1998

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

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

Company name

POCKET MONEY PLUS LIMITED

NAME

\*Style / Title

\*Honours etc

\* Voluntary details

Forename(s)

Surname

KEY LEGAL SERVICES (SECRETARIAL) LIMITED

Previous forename(s)

Previous surname(s)

Address

**Usual residential address**

For a corporation, give the registered or principal office address.

76 WHITCHURCH ROAD

Post town

CARDIFF

County / Region

Postcode

CF14 3LX

Country

WALES

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

Consent signature

AN AUTHORIZING OFFICER:  
N. W. W. W. W.

Date

01.12.2001

**Directors** (see notes 1-5)

Please list directors in alphabetical order

NAME

\*Style / Title

\*Honours etc

Forename(s)

Surname

KEY LEGAL SERVICES (NONINVEST) LIMITED

Previous forename(s)

Previous surname(s)

Address

**Usual residential address**

For a corporation, give the registered or principal office address.

76 WHITCHURCH ROAD

Post town

CARDIFF

County / Region

Postcode

CF14 3LX

Country

WALES

Day Month Year

Date of birth

1 M/A

Nationality

REGISTERED IN  
ENGLAND & WALES

Business occupation

COMPANY REGISTRATION AGENT

Other directorships

NONE

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

Consent signature

AN AUTHORIZING OFFICER:  
N. W. W. W. W.

Date

01.12.2001

**Directors** (continued) (see notes 1-5)

<b>NAME</b>	<b>*Style / Title</b>	<input type="text"/>	<b>*Honours etc</b>	<input type="text"/>						
<b>* Voluntary details</b>	<b>Forename(s)</b>	<input type="text"/>								
	<b>Surname</b>	<input type="text"/>								
	<b>Previous forename(s)</b>	<input type="text"/>								
	<b>Previous surname(s)</b>	<input type="text"/>								
	<b>Address</b>	<input type="text"/>								
<b>Usual residential address</b>	<input type="text"/>									
For a corporation, give the registered or principal office address.										
	<b>Post town</b>	<input type="text"/>								
	<b>County / Region</b>	<input type="text"/>	<b>Postcode</b>	<input type="text"/>						
	<b>Country</b>	<input type="text"/>								
	<b>Date of birth</b>	<table border="1"><tr><td>Day</td><td>Month</td><td>Year</td></tr><tr><td><input type="text"/></td><td><input type="text"/></td><td><input type="text"/></td></tr></table>	Day	Month	Year	<input type="text"/>	<input type="text"/>	<input type="text"/>	<b>Nationality</b>	<input type="text"/>
Day	Month	Year								
<input type="text"/>	<input type="text"/>	<input type="text"/>								
	<b>Business occupation</b>	<input type="text"/>								
	<b>Other directorships</b>	<input type="text"/>								
		<input type="text"/>								
I consent to act as director of the company named on page 1										
	<b>Consent signature</b>	<input type="text"/>	<b>Date</b>	<input type="text"/>						

**This section must be signed by****Either****an agent on behalf  
of all subscribers****Signed****Date****Or the subscribers****( i.e those who signed  
as members on the  
memorandum of  
association).****Signed****FOR KET LEGAL SERVICES  
(NORWICH) LTD: [Signature]****Date****01.12.2001****Signed****Date****Signed****Date****Signed****Date****Signed****Date****Signed****Date**



006845

006845

**THE COMPANIES ACTS 1985 to 1989**

**PRIVATE COMPANY LIMITED BY SHARES**

**MEMORANDUM OF ASSOCIATION OF**

**POCKET MONEY PLUS LIMITED**

1. The Company's name is Pocket Money Plus Limited.
2. The Company's Registered Office is to be situated in England and Wales.
3. The objects for which the Company is established are:  
  
(A) To carry on business as a general commercial company. Without prejudice to the generality of this object and the powers of the Company derived from Section 3A of the Act, the Company has power to do all or any of the following things:



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COMPANIES HOUSE

\*P8FR97AT\*

0215  
08/01/02

BARCLAYS £330-00  
107808

(B) To carry on any other business of any description which may be capable of being advantageously carried on in connection with or ancillary to the objects of the Company.

(C) To register, apply for, purchase, or by other means acquire and protect, prolong and renew any patents, patent rights, brevets d'invention, designs, trade marks, secret processes, licences, inventions and concessions and to use and turn to account the same or grant licences or privileges in respect thereof or otherwise turn the same to the advantage of the Company.

(D) To borrow or raise money in such manner as the Company thinks fit and secure the repayment thereof by the creation and issue of debentures, mortgages or in any other way.

(E) To purchase, or by any other means acquire, freehold, leasehold, or any other property for any estate or interest whatever, moveable or immovable, or any interest in such property and to sell, lease, let or hire, develop such property, or otherwise turn the same to the advantage of the Company.

(F) To erect, alter or maintain any buildings, 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.

(G) To take part in the formation, management, supervision or control of the business or operation of any company or undertaking and for that purpose to appoint and remunerate any directors, consultants, accountants, solicitors, experts or agents.

(H) To purchase or otherwise acquire, take over and undertake all or part of the business, property, liabilities and transactions of any person or company carrying on any business the carrying on of which is calculated to benefit the Company or to advance its interests.

(I) To enter into arrangements for joint working in business or amalgamate with or enter into any arrangement or partnership for sharing profits, union of interests, reciprocal concession or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of the Company or which is capable of being carried on so as directly or indirectly to benefit the Company.

(J) To lend money with or without security and to invest money of the Company upon such terms as the Company may approve and to guarantee the dividends, interest and capital of the shares, stocks or securities of any company of or in which the Company is a member or is otherwise interested and generally as the Directors think fit.

(K) To invest with and deal with the money of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.

(L) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, and other negotiable instruments.

(M) To pay or remunerate any person, firm or company for rendering services to the Company.

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

(O) To subscribe to or otherwise aid the establishment and support of any schools and any educational, scientific, literary, religious or charitable institutions or trade societies, whether such institutions or societies be solely connected with the business carried on by the Company or not.

(P) To sell or otherwise dispose of the whole or any part of the business or property of the Company for any consideration, shares or debentures as the Company may think fit.

(Q) To distribute among the Members in specie any property of the Company or any proceeds of sale 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.

(R) To sell, improve, manage, develop, exchange, let or rent, royalty, share of 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.

(S) To enter into any arrangement with any Government or other authority and to obtain from any such body all rights, concessions and privileges which may seem conducive to any of the Company's business.

(T) To do all or any of the above things in any part of the world and either as principals, agents, trustees, contractors or otherwise.

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

And it is declared that the foregoing objects of the Company shall be separate and distinct objects of the Company and none of the said objects shall be deemed to be subsidiary to or limited in any way by any other object or objects.

4. The liability of the Members is limited.

5. The Share Capital of the Company is £10,000 divided into 10,000 shares of £1 each.

The subscriber to this Memorandum of Association wishes to be formed into a Company pursuant to this Memorandum; and agrees to take the number of shares shown opposite its name.



---

Name and address of Subscriber

Number of shares taken by Subscriber

---

Key Legal Services (Nominees) Limited  
76 Whitchurch Road  
Cardiff  
CF14 3LX.

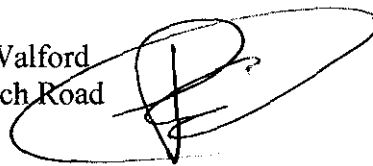


One

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Dated the 1st December 2001

Witness to the above signature:- Peter Neal Walford  
76 Whitchurch Road  
Cardiff  
CF14 3LX.



# **THE COMPANIES ACTS 1985 to 1989**

## **PRIVATE COMPANY LIMITED BY SHARES**

### **ARTICLES OF ASSOCIATION OF**

### **POCKET MONEY PLUS LIMITED**

#### **1. PRELIMINARY**

a) The Regulations contained in Table A in the Schedule to The Companies (Tables A to F) Regulations 1985, hereinafter referred to as Table A, shall apply to the Company subject as hereinafter provided.

b) In these Articles "The Act" means the Companies Act 1985 and every statutory modification and re-enactment thereof for the time being in force.

#### **2. PRIVATE COMPANY**

a) The Company is a private company and accordingly the Company shall not offer, allot or agree to allot any shares in or debentures of the Company to the public with a view to all or any of such shares or debentures being offered for sale to the public.

#### **3. ALLOTMENT OF SHARES**

a) Shares which are comprised in the authorised share capital with which the Company is incorporated shall be under the control of the Directors who may (subject to Section 80 of the Act and paragraph c) below) allot, grant options over or otherwise dispose of the same, to such persons, on such terms and in such manner as they think fit.

b) All unissued shares of the Company, whether forming part of the original or any increased capital, and which the Directors propose to issue shall first be offered to the Members in proportion as nearly as may be to the number of existing shares held by them respectively unless the Company in General Meeting shall by Special Resolution otherwise direct. Such offer shall be made by notice in writing specifying the number of shares to which the Member is entitled and limiting a time (being not less than 21 days) within which the offer if not accepted will be deemed to have been declined and after the expiry of such time or upon receipt of an intimation from the Member to whom notice is given that he declines to accept the shares offered, the Directors may, subject to these Articles, allot or otherwise dispose of the same to such persons and upon such terms as they think most beneficial to the Company. The foregoing provisions of this paragraph b) shall have effect subject to Section 80 of the Act.

c) The Directors are generally and unconditionally authorised for the purposes of Section 80 of the Act, to exercise any power of the Company to allot and grant rights to subscribe for or convert securities into shares of the Company up to the amount of the authorised share capital with which the Company is incorporated at any time or times during the period of five years from the date of incorporation and the Directors may, after that period, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company within that period. The authority hereby given may at any time (subject to the said Section 80) be renewed, revoked or varied by Ordinary Resolution of the Company in General Meeting.

#### **4. SHARES**

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

b) The liability of any Member in default in respect of a call shall be increased by the addition at the end of the first sentence of Clause 18 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

c) Subject to the provisions of Chapter VII of Part V of the Act any shares may be issued on the terms that they are, or at the option of the Company are liable, to be redeemed.

d) Subject to Chapter VII of Part V of the Act the Company may purchase its own shares (including redeemable shares) whether out of distributable profits or the proceeds of a fresh issue of shares or otherwise.

e) Subject to Chapter VI of Part V of the Act the Company may give financial assistance for the purpose of or in connection with any acquisition of shares made or to be made in the Company or its Holding Company for the time being.

#### **5. TRANSFER OF SHARES**

The following provisions shall apply unless in respect of a particular transfer all the Members for the time being of the Company shall otherwise agree; such agreement being evidenced by one or more notices to the Company signed by such Members:-

a) Any person (hereinafter called "the proposing transferor") proposing to transfer any shares shall give notice in writing (hereinafter called "the transfer notice") to the Company that he desires to transfer the same and specify the price per share which in his opinion constitutes the fair value thereof. The transfer notice shall constitute the Company the agent of the proposing transferor for the sale of all (but not some of) the shares comprised in the transfer notice to any Member or Members willing to purchase the same (hereinafter called "the purchasing Members") or to the Company at the price specified therein or at the fair value certified in accordance with paragraph c) below (whichever shall be the lower). A transfer notice shall not be revocable except with the sanction of the Directors.

b) The shares comprised in any transfer notice shall be offered to the Members (other than the proposing transferor) as nearly as may be in proportion to the number of shares held by them respectively. Such offer shall be made by notice in writing (hereinafter called "the offer notice") within seven days after the receipt by the Company of the transfer notice. The offer notice shall state the price per share specified in the transfer notice and shall limit the time in which the offer may be accepted, not being less than twenty-one days nor more than forty-two days after the date of the offer notice, provided that if a certificate of fair value is requested under paragraph c) below the offer shall remain open for acceptance for a period of fourteen days after the date on which notice of the fair value certified in accordance with that paragraph shall have been given by the Company to the Members or until the expiry of the period specified in the offer notice whichever is the later. For the purpose of this Article an offer shall be deemed to be accepted on the day on which the acceptance is received by the Company. The offer notice shall further invite each Member to state in his reply the number of additional shares (if any) in excess of his proportion which he desires to purchase and if all the Members do not accept the offer in respect of their respective proportions in full the shares not so accepted shall be used to satisfy the claims for additional shares as nearly as may be in proportion to the number of shares already held by them respectively, provided that no Member shall be obliged to take more shares than the number for which he shall have applied. If any shares shall not be capable without fractions of being offered to the Members in proportion to their existing holdings, the same shall be offered to the Members, or some of them in such proportions or in such manner as may be determined by lots drawn in regard thereto, and the lots shall be drawn in such manner as the Directors may think fit.

c) Any Member may, not later than eight days after the date of the offer notice, serve on the Company a notice in Writing requesting that the Auditor for the time being of the Company (or at the discretion of the Auditor, a person nominated by the President for the time being of the Institute of Chartered Accountants in the Country of the situation of its Registered Office) certify in writing the sum at which in his opinion represents the fair value of the shares comprised in the transfer notice as at the date of the transfer notice and for the purpose of this Article reference to the Auditor shall include any person so nominated. Upon receipt of such notice the Company shall instruct the Auditor to certify as aforesaid and the costs of such valuation shall be apportioned among the proposing transferor and the purchasing Members or borne by any one or more of them as the Auditor in his absolute discretion shall decide. In certifying the fair value as aforesaid the Auditor shall be considered to be acting as an expert and not as an arbitrator or arbiter and accordingly any provisions of law or statute relating to arbitration shall not apply. Upon receipt of the certificate of the Auditor, the Company shall by notice in writing inform all Members of the fair value of each share and of the price per share (being the lower of the price specified in the transfer notice and the fair value of each share) at which the shares comprised in the transfer notice are offered for sale.

d) If purchasing Members shall be found for all the shares comprised in the transfer notice within the appropriate period specified in paragraph b) above, the Company shall not later than seven days after the expiry of such appropriate period give notice in writing (hereinafter called "the sale notice") to the proposing transferor specifying the purchasing Members and the proposing transferor shall be bound upon payment of the price due in respect of all the shares comprised in the transfer notice to transfer the shares to the purchasing 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 of such shares in favour of the purchasing Members. The receipt of the Company for the purchase money shall be a good discharge to the purchasing Members. The Company shall pay the purchase money into a separate bank account.

f) If purchasing Members shall not be found for all the shares comprised in the transfer notice within forty-two days after the date of the offer notice, then the Directors may, subject to the provisions of the Act, resolve to recommend to the Members that the Company purchase those shares for which buyers have not been found. Notice in writing of the passing of such resolution (hereinafter called "the resolution notice") shall be given to the proposing transferor within seven days after the appropriate period specified in paragraph d) above and shall state the number of shares for which purchasing Members have been found and the date on which it is proposed that the Members in general meeting will be asked to authorise the recommended purchase by the Company of its own shares. The proposing transferor may by notice in writing to the Company (hereinafter called "the completion notice") elect to complete the sale of shares to purchasing Members without delay and if he does so elect then the provisions of paragraphs d) and e) above shall have immediate effect in relation to those shares notwithstanding that the purchase by the Company of the remaining shares comprised in the transfer notice cannot proceed unless and until duly authorised by the Company in general meeting.

g) The proposing transferor shall be at liberty to sell or transfer to any person or persons all or any of the shares comprised in a transfer notice and which are not purchased by purchasing Members or by the Company in accordance with the preceding paragraphs of this Article at any time during the six months commencing with the last permissible date for giving of a sale notice in accordance with paragraph d) above or (where relevant) the date on which a resolution to authorise purchase of those shares by the Company was considered and lost PROVIDED THAT in that event the Directors may in their absolute discretion and without assigning any reason therefor decline to register any such transfer and Clause 24 in Table A shall for these purposes be modified accordingly.

h) In the application to the Company of Clauses 29 to 32 (inclusive) in Table A:-

i) Any person becoming entitled to a share in consequence of the death or bankruptcy of a Member shall give a transfer notice before he elects in respect of any share to be registered himself or to execute a transfer;

ii) If a person so becoming entitled shall not have given a transfer notice in respect of any share within six months of the death or bankruptcy, the Directors may at any time thereafter upon resolution passed by them give notice requiring such person within thirty days of such notice 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 given a transfer notice and if he does not do so he shall at the end of such thirty days be deemed to have given a transfer notice pursuant to paragraph a) of this Article relating to those shares in respect of which he has still not done so;

iii) Where a transfer notice is given or deemed to be given under this paragraph h) and no price per share is specified therein the transfer notice shall be deemed to specify the sum which shall, on the application of the Directors, be certified in writing by the Auditors in accordance with paragraph c) of this Article as the fair value thereof.

i) Whenever any Member of the Company who is employed by the Company in any capacity (whether or not he is also a Director) ceases to be employed by the Company otherwise than by reason of his death the Directors may at any time not later than six months after his ceasing to be so employed resolve that such Member do retire, and thereupon he shall (unless he has already served a transfer notice) be deemed to have served a transfer notice pursuant to paragraph a) of this Article and to have specified therein the fair value to be certified in accordance with paragraph c) of this Article. Notice of the passing of any such resolution shall forthwith be given to the Member affected thereby. The resignation or retirement from office of a Director (otherwise than a retirement and immediate re-election in accordance with these Articles or the Act) shall for the purpose of this regulation be treated as the cessation of employment of that Director unless he continues to be employed by the Company in some other capacity and the foregoing provisions of this paragraph shall have effect accordingly.

## **6. MEETINGS**

a) In accordance with Section 372(3) of the Act, 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 be a Member of the Company.

b) If the quorum prescribed by Regulation 40 of Table A is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place or such time and place as the Directors may determine.

c) If at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting, one person entitled under Regulation 40 of Table A to be counted in a quorum present at the meeting shall be a quorum.

## **7. VOTES OF MEMBERS**

a) Subject to any rights or restrictions for the time being attached to any class or classes of shares, on a show of hands every Member present in person shall have one vote, and on a poll every Member shall have one vote for each share of which he is the holder.

## **8. DIRECTORS**

a) The maximum number and minimum number respectively of the Directors may be determined from time to time by Ordinary Resolution in General Meeting of the Company. Subject to and in default of any such determination there shall be no maximum number of Directors and the minimum number of Directors shall be one. Accordingly Clause 64 in Table A shall not apply to the Company. Whenever the minimum number of Directors shall be one, a sole Director shall have authority to exercise all the powers and discretions by Table A and by these Articles expressed to be vested in the Directors generally, and Clause 89 in Table A shall be modified accordingly.

b) No person other than a Director retiring by rotation shall be elected a Director at any General Meeting unless:

i) he is recommended by the Directors; or

ii) not less than fourteen nor more than thirty five clear days before the date of the meeting, a notice in writing signed by a Member qualified to vote at the meeting has been given to the Company of the intention to propose that person for election, together with a notice in writing signed by that person of his willingness to be elected.

c) The Company shall not be subject to Section 293 of the Act, and accordingly any person may be appointed or elected as a Director whatever his age, and no Director shall be required to vacate his office of Director by reason of his attaining or having attained the age of seventy years or any other age.

d) The office of a Director shall be vacated:-

i) in any of the circumstances specified in Article 81 of Table A, with any resignation of office being by notice in writing; or

ii) if he is removed from office by a resolution duly passed under Section 303 of the Act.

## **9. POWERS OF DIRECTORS**

a) In addition to and without prejudice to the generality of the powers conferred by Regulation 70 of Table A the Directors may mortgage or charge all the undertaking and property of the Company including the 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.

## **10. PROCEEDINGS OF DIRECTORS**

a) A Director may vote at any meeting of the Directors or of any committee of the Directors, 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.

## **11. SECRETARY**

a) Subject to the provisions of the Act, the Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them.

## **12. THE SEAL**

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

b) 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.

## **13. INDEMNITY**

a) In addition to the indemnity conferred by Regulation 118 of Table A and subject to the provisions of the Act, every such person as is mentioned in the said Regulation shall be entitled to be indemnified out of the assets of the Company against all expenses, losses or liabilities incurred by him as agent of the Company or for the Company's benefit or intended benefit or in or about the discharge or intended discharge of his duties in relation to the Company.



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Name and address of Subscriber

---

Key Legal Services (Nominees) Limited  
76 Whitchurch Road  
Cardiff  
CF14 3LX



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Dated the 1st December 2001

Witness to the above signature:- Peter Neal Walford  
76 Whitchurch Road  
Cardiff  
CF14 3LX.

