

FILE COPY



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

Company No. 5016028

The Registrar of Companies for England and Wales hereby certifies that  
MASMELO 4 LIMITED

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

Given at Companies House, Cardiff, the 15th January 2004



\*N050160289\*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*  
— for the record —

## Declaration on application for registration

Please complete in typescript,  
or in bold black capitals.  
CHFP010.

Company Name in full

MASMELO 4 LIMITED

I, MARGARET LOUISE MELLOR

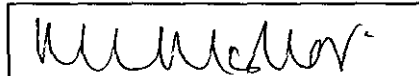
of 51 FOREST SIDE, CHINGFORD, LONDON E4 6BA

† 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



Declared at FROGMORE HALL, WATTON-AT-STONE, HERTFORDSHIRE SG14 3RU

Day Month Year

on

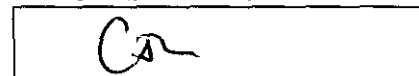
1 2 0 1 2 0 0 4

CHRISTOPHER JOHN HILL  
NOTARY PUBLIC

● Please print name

● before me

Signed



Date

12/01/04

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.

JARVIS SECRETARIES LIMITED

FROGMORE HALL, FROGMORE PARK, WATTON-AT-STONE

HERTFORDSHIRE Tel 01920 832 890

DX number DX exchange

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





5016028

10

Please complete in typescript,  
or in bold black capitals.

CHFP010.

Notes on completion appear on final page

**Company Name in full****First directors and secretary and intended situation of registered office**

MASMELO 4 LIMITED

**Proposed Registered Office**

(PO Box numbers only, are not acceptable)

Post town

County / Region

FROGMORE HALL
FROGMORE PARK
WATTON-AT-STONE,
HERTFORDSHIRE
Postcode SG14 3RU

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.

JARVIS SECRETARIES LIMITED
FROGMORE HALL, FROGMORE PARK, WATTON-AT-STONE
SG14 3RU Tel 01920 832 890
DX number DX exchange

A06  
COMPANIES HOUSED719  
15/01/04

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

**Companies House, Crown Way, Cardiff, CF14 3UZ**  
for companies registered in England and Wales

**DX 33050 Cardiff**

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			
<b>Name</b>	<b>* Style / Title</b>		<b>* Honours etc</b>
* Voluntary details.			
Forename(s)			
Surname		JARVIS SECRETARIES LIMITED	
Previous forename(s)			
Previous surname(s)			
<b>Address</b>		FROGMORE HALL	
<b>Usual residential address</b>		FROGMORE PARK	
For a corporation, give the registered or principal office address.			
Post town		WATTON-AT-STONE,	
County / Region		HERTFORDSHIRE	Postcode SG14 3RU
Country		Jarvis Secretaries Ltd	
I consent to act as secretary of the company named on page 1			
<b>Consent signature</b>		Date 07-01-04	

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

Please list directors in alphabetical order

<b>Name</b>	<b>* Style / Title</b>	MR	<b>* Honours etc</b>
Forename(s)		GEOFFREY KEITH HOWARD	
Surname		MASON	
Previous forename(s)			
Previous surname(s)			
<b>Address</b>		DOWNING HOUSE	
<b>Usual residential address</b>		LOWER ROAD, CROYDON	
For a corporation, give the registered or principal office address.			
Post town		NR ROYSTON	
County / Region		CAMBRIDGESHIRE	Postcode SG8 0EG
Country			
Date of Birth		Day 03 Month 02 Year 1954	Nationality BRITISH
Business occupation		CHARTERED SECRETARY	
Other directorships		SEE LIST	
I consent to act as director of the company named on page 1			
<b>Consent signature</b>		Date 8-1-04	

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

* Voluntary details.	<b>Name</b>	* Style / Title	Ms	* Honours etc	
		Forename(s)	MARGARET LOUISE		
		Surname	MELLOR		
		Previous forename(s)			
		Previous surname(s)			
	<b>Address</b>	51 FOREST SIDE			
	<b>Usual residential address</b>	CHINGFORD			
	For a corporation, give the registered or principal office address.	Post town	LONDON		
		County / Region		Postcode	E4 6BA
		Country			
		Day	Month	Year	
	<b>Date of Birth</b>	2	2	0	8
		1	9	6	0
		<b>Nationality</b>	BRITISH		
	<b>Business occupation</b>	CHARTERED SECRETARY			
	<b>Other directorships</b>	SEE LIST			
		I consent to act as director of the company named on page 1			
	<b>Consent signature</b>			<b>Date</b>	07-01-04

This section must be signed by Either  
an agent on behalf of all subscribers

**Signed**

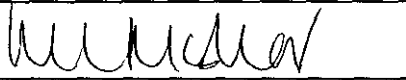
For and on behalf of  
Jarvis Secretaries Ltd

**Date**

Or the subscribers

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

**Signed**



**Date**

07-01-04

**Signed**

**Date**

**Signed**

**Date**

**Signed**

**Date**

**Signed**

**Date**

**Signed**

**Date**

# Geoffrey Keith Howard Mason

## Directorships Report

### Person Details

Name: **Geoffrey Keith Howard Mason**  
QuickRef: MASON  
Occupation: Chartered Secretary  
Nationality: British  
Date of Birth: 03/02/1954

### Directorships

Company Name	O/S	Appointed
2003 Schools Services (Holdings) Limited		09/08/2002
2003 Schools Services Limited		09/08/2002
Allsigns Limited		09/03/2001
Ashburton Services Limited		13/06/2003
Braddons Limited		01/08/2002
BTM International Limited		24/08/2000
C & C Road Markings Limited		24/08/2000
Castlegate 186 Limited		28/06/2001
Colfox School Services Limited		02/08/2001
Concorde Casting Limited		30/03/2001
Defence Accommodation Services Limited		13/07/2001
Domain Services Limited		19/02/1998
DWPF Financial Arrangers Limited		06/03/2002
Engenda Education Services Limited		12/04/2000
Engenda Ltd		01/09/2003
Ensign (Education Services) Limited		06/03/2002
Fastline Engineering Ltd		30/03/2001
Fastline Holdings Ltd		30/03/2001
Fastline Ltd		30/03/2001
Fastline Soil Mechanics Ltd		30/03/2001
Fastline Track Renewals Ltd		30/03/2001
Fastline Training Ltd		30/03/2001
Hawbury Traffic Safety Systems Limited		24/08/2000
Hi Way Markings Limited		24/08/2000
Infracore JNP Limited		13/07/2001
J. Jarvis & Sons Limited		10/02/2003
J.P. Property Management Company Limited		13/09/1999
Jarvis (Hanley) Limited		02/08/2001
Jarvis (Scotland) Limited		18/02/2003
Jarvis Administration Services Limited		30/03/2001
Jarvis Airport Services Limited		24/08/2000
Jarvis Construction (UK) Limited		13/01/2003
Jarvis Corporate and Facilities Management Limited		02/08/2001
Jarvis Education Services Limited		21/10/2002
Jarvis Estates (York) Limited		02/08/2001
Jarvis Estates Limited		02/08/2001
Jarvis Facilities Limited		15/10/2001
Jarvis Facility Services Limited		24/08/2000
Jarvis Fastline Group Limited		30/03/2001
Jarvis Fastline Limited		14/09/2001
Jarvis Group Employee Share Trust Ltd		26/05/2000
Jarvis Highway Maintenance Limited		24/08/2000
Jarvis Interiors Limited		02/08/2001
Jarvis International Limited		08/05/2000
Jarvis JNP Limited		28/11/2000
Jarvis LUL Limited		26/01/2001

# Geoffrey Keith Howard Mason

## Directorships Report

Company Name	O/S	Appointed
Jarvis PFI Holdings (No.2) Limited		24/01/2003
Jarvis Plant Hire Limited		13/02/2003
Jarvis Primary Health Limited		13/06/2003
Jarvis Projects Limited		17/02/2003
Jarvis Property Company Limited		02/08/2001
Jarvis Secretaries Limited		17/09/1999
Jarvis Specialist Road Services Limited		30/03/2001
Jarvis Traffic Systems Limited		16/03/2001
Jarvis Training Management Limited		13/02/2003
Jarvis Workspace FM Limited		07/09/2000
Jarvisshelf 26 Limited		16/05/2002
Jarvisshelf 36 Limited		27/11/2002
Jarvisshelf 64 Limited		01/09/2003
Jarvisshelf 65 Limited		01/09/2003
JFM Hire Limited		16/05/2002
Jubilee Rail Limited		06/09/2002
Junopi Services Limited		01/09/2003
Kings Asphalt Limited		30/03/2001
London Student Homes Limited		19/05/2000
London Student Village Limited		19/05/2000
Luton Student Homes Limited		02/08/2001
NIMCO Limited		30/03/2001
Norfolk Schools Partnership Limited		01/09/2003
Norman Smith (Congleton) Limited		24/08/2000
Northampton Schools Partnership Limited		24/01/2003
Northern Track Renewals Company Limited		30/03/2001
NTRCO Limited		30/03/2001
Odyssey Property Services Limited		12/04/2001
Pathwedge Markings Limited		24/08/2000
PatientFirst Alliance Limited		24/01/2003
Patientfirst Limited		24/01/2003
PBS 2003 Limited		12/12/2002
Prismo Limited		01/12/2000
Prismo Markings Limited		02/08/2000
Prismo Specialist Products Limited		24/08/2000
Project Capital Limited		31/12/2002
Relayfast Limited		30/03/2001
Route Signs Limited		30/03/2001
Safety & Health Management Limited		02/08/2001
Schools PBS Limited		14/02/2001
Scotland Track Renewals Company Limited		30/03/2001
SCTRCO Limited		30/03/2001
Shephard Hill Civil Engineering Limited		10/02/2003
Somerford Equipment Limited		24/08/2000
Somerford Plastics Limited		24/08/2000
Streamline (UK) Limited		30/03/2001
Streamline ESOP Trustee Limited		24/08/2000
Streamline Europe Limited		30/03/2001
Streamline International Limited		08/05/2000
Studentvillage Dot Com Limited		12/04/2000
Techspan Systems Limited		30/06/2001
Ultramast Limited		15/05/2003
Valley Road Markings Limited		24/08/2000
Vulcanite Pension Limited		15/02/2000
WTRCO Limited		30/03/2001

# Geoffrey Keith Howard Mason

## Directorships Report

Company Name	O/S	Appointed
Zebraflex Limited		24/08/2000

### Past Directorships

Company Name	O/S	Appointed	Resigned
Agilisys Executive Search Limited		09/08/2002	31/03/2003
Agilisys OSS Limited		05/12/2001	01/06/2002
Asquith Jarvis Limited		02/05/2002	07/06/2002
Avonwood Developments Limited		04/09/2001	01/11/2001
Balfron Schools Services Limited		12/01/2000	18/03/2003
BESRES Campus Seventeen Limited		13/03/2001	26/03/2003
BESRES Campus Twenty Limited		13/03/2001	26/03/2003
BESRES Campus Twenty-One Limited		13/03/2001	26/03/2003
Birmingham Healthcare Services (Holdings) Limited		01/05/2002	06/12/2002
Birmingham Healthcare Services Limited		09/08/2002	06/12/2002
Bridlington Schools Services Limited		19/05/2000	14/02/2003
Brighton & Hove City Schools Services (Holdings) limited		18/09/2001	06/03/2002
Brighton & Hove City Schools Services Limited		13/07/2001	06/03/2002
Chippenham Offices Limited		16/11/1999	18/03/2003
Debden Schools Services Limited		10/02/2000	14/02/2003
Dundee Healthcare Services Limited		02/08/2001	18/03/2003
East Ren Schools Services Limited		12/01/2000	18/03/2003
Eccles Special High Schools Company Limited		11/12/2002	20/03/2003
Eccles Special High Schools Holding Company Limited		18/12/2002	20/03/2003
Haringey Schools Services Limited		05/06/2000	16/05/2003
Herefordshire Jarvis Services Limited		13/06/2003	01/09/2003
Housing Projects Group Limited		13/03/2001	26/03/2003
Housing Projects Group Limited		13/03/2001	18/03/2003
Jarvis PFI Holdings Limited		24/01/2003	11/09/2003
Jarvis Plant Hire (Holdings) Limited		09/08/2002	28/10/2002
Jarvis Primary Health (GPFC) Holdings Limited		12/09/2001	01/07/2002
Jarvis Primary Health (RBS) Holdings Limited		18/09/2001	01/07/2002
Jarvis Systems and Technologies Limited		12/04/2000	03/04/2002
Jarvis UPP Limited		19/05/2000	26/03/2003
Jarvisshelf 16 Limited		18/09/2001	07/10/2002
Jarvisshelf 24 Limited		01/05/2002	07/10/2002
Jarvisshelf 30 Limited		16/05/2002	17/09/2002
Jarvisshelf 49 Limited		24/01/2003	26/03/2003
JPH (Burnley) Limited		06/03/2002	01/07/2002
JPH (Chafford Hundred) Limited		01/05/2002	01/07/2002
JPH (Chalford) Limited		01/05/2002	01/07/2002
JPH (Consett) Limited		01/05/2002	01/07/2002
JPH (Darlington) Limited		01/05/2002	01/07/2002
JPH (Hornchurch) Limited		01/05/2002	01/07/2002
JPH (Ipswich) Limited		01/05/2002	01/07/2002
JPH (Leith) Limited		01/05/2002	01/07/2002
JPH (Lydney) Limited		06/03/2002	01/07/2002
JPH (Watlington) Limited		01/05/2002	01/07/2002
Kenton School Services Limited		01/11/2000	14/02/2003
Kirklees Schools Services Limited		05/06/2000	15/09/2003
Laybond Products Limited		24/08/2000	29/09/2000



# Geoffrey Keith Howard Mason

## Directorships Report

Company Name	O/S	Appointed	Resigned
Liverpool Schools Services Limited		29/01/2001	04/10/2001
Luton Student Village Limited		26/01/2001	18/03/2003
Maplestone Limited		13/03/2001	26/03/2003
Richmond Upon Thames Schools Services (Holdings) Limited		06/03/2002	06/06/2002
Richmond Upon Thames Schools Services Limited		18/09/2001	06/06/2002
Student UK Limited		28/06/2001	07/09/2001
Student Village Limited		13/03/2001	26/03/2003
Summer Village Limited		19/05/2000	18/03/2003
Sunderland CLC School Services Limited		25/01/2001	17/08/2001
The Shared Sourcing Company Limited		16/05/2002	03/10/2002
Torbay Schools Services Limited		15/02/2000	14/02/2003
TW Accommodation Services (Holdings) Limited		24/01/2003	28/03/2003
TW Accommodation Services Limited		11/12/2002	28/03/2003
UPP (Aberdeen) Limited		22/08/2001	14/09/2001
UPP (Broadgate Park) Holdings Limited		24/01/2003	04/06/2003
UPP (Broadgate Park) Limited		24/01/2003	04/06/2003
UPP (Exmouth) Limited		18/09/2001	26/03/2003
UPP (Gill Street) Holdings Limited		13/06/2003	15/10/2003
UPP (Gill Street) Limited		13/06/2003	15/10/2003
UPP (Lancaster) Limited		16/05/2002	26/03/2003
UPP (Miller Street) A Limited		15/03/2001	20/08/2001
UPP (Miller Street) B Limited		15/03/2001	17/08/2001
UPP (Nottingham) Limited		18/09/2001	20/03/2002
UPP (Oxford Brookes) Limited		28/11/2000	01/06/2001
UPP (Rachel Macmillan) Limited		27/06/2001	04/10/2002
UPP (Reading St George's) Limited		24/01/2003	04/06/2003
UPP (York) Limited		28/11/2000	19/02/2001
UPP Plymouth (Holdings) Limited		13/07/2001	14/03/2003
Vapotherm (UK) Limited		24/08/2000	29/09/2000
Wirral Schools Services Limited		28/11/2000	27/03/2001

### External Directorships

Company Name	O/S	Appointed
Domain Services Limited		18/02/2002
Jarvisshelf 11 Limited		13/07/2001

### Past External Directorships

Company Name	O/S	Appointed	Resigned
Amey LUL 2 Limited		21/11/2002	26/06/2003
Amey Tube Limited		27/11/2002	26/06/2003
Automatic revenue Controls Limited		29/07/1991	01/02/1995
Baesemdorm No 1 Limited		27/11/1997	30/04/1999
Baesemdorm No 2 limited		27/11/1997	30/04/1999
Bridge Street Holdings Limited		08/09/1995	30/04/1999
Cap -CPP Micro Products Limited		20/09/1994	09/09/1995
CAP-DBE range Systems limited		01/03/1995	30/04/1999
Data Recovery limited		07/09/1995	30/04/1999
JNP Ventures 2 Limited		27/11/2002	26/06/2003
Kendrick Computing PLC		29/07/1991	30/04/1999
Meridian Information Systems limited		09/11/1998	30/04/1999
Metra Hos limited		15/11/1953	30/04/1999
Mouncey & Partners limited		03/12/1997	30/04/1999
Panther Systems Limited			30/04/1999
Principia Mecanica Limited		28/10/1991	30/04/1999
Sema Group Canada Limited			30/04/1999

# Geoffrey Keith Howard Mason

## Directorships Report

Company Name	O/S	Appointed	Resigned
Sema Group International Limited		25/07/1991	30/04/1999
Semdorm No 1 Limited		20/09/1994	30/04/1999
Semdorm No 3 Limited		01/12/1993	30/04/1999
Semdorm No 4 Limited		31/10/1991	30/04/1999
Threegrade Limited		29/07/1991	08/09/1995
UIC Transport Tube Limited		27/11/2002	13/12/2002
Yard software systems Limited		31/12/1992	30/04/1999
Yarrow limited		04/10/1991	30/04/1999

# Margaret Louise Mellor

## Directorships Report

### Person Details

Name: **Margaret Louise Mellor**  
 QuickRef: MELLOR  
 Occupation: Chartered Secretary  
 Nationality: British  
 Date of Birth: 22/08/1960

### Directorships

Company Name	O/S	Appointed
2003 Schools Services (Holdings) Limited		09/08/2002
2003 Schools Services Limited		09/08/2002
Ashburton Services Limited		13/06/2003
Engenda Education Services Limited		04/12/2003
Engenda Ltd		01/09/2003
Infraco JNP Limited		02/10/2002
Jarvis PFI Holdings (No.2) Limited		24/01/2003
Jarvis Primary Health Limited		13/06/2003
Jarvis Secretaries Limited		13/02/2002
Jarvisshelf 26 Limited		16/05/2002
Jarvisshelf 64 Limited		01/09/2003
Jarvisshelf 65 Limited		01/09/2003
JFM Hire Limited		16/05/2002
Norfolk Schools Partnership Limited		01/09/2003
Northampton Schools Partnership Limited		24/01/2003
PatientFirst Alliance Limited		24/01/2003
Patientfirst Limited		24/01/2003
PBS 2003 Limited		12/12/2002
Project Capital Limited		31/12/2002
Studentvillage Dot Com Limited		04/12/2003

### Past Directorships

Company Name	O/S	Appointed	Resigned
Agilisys Executive Search Limited		09/08/2002	31/03/2003
Asquith Jarvis Limited		02/05/2002	07/06/2002
Birmingham Healthcare Services (Holdings) Limited		01/05/2002	06/12/2002
Birmingham Healthcare Services Limited		09/08/2002	06/12/2002
Eccles Special High Schools Company Limited		11/12/2002	20/03/2003
Eccles Special High Schools Holding Company Limited		18/12/2002	20/03/2003
Herefordshire Jarvis Services Limited		13/06/2003	01/09/2003
Jarvis PFI Holdings Limited		24/01/2003	11/09/2003
Jarvis Plant Hire (Holdings) Limited		09/08/2002	28/10/2002
Jarvisshelf 24 Limited		01/05/2002	07/10/2002
Jarvisshelf 30 Limited		16/05/2002	17/09/2002
Jarvisshelf 36 Limited		27/11/2002	10/12/2002
Jarvisshelf 49 Limited		24/01/2003	26/03/2003
Jarvisshelf 62 Limited		01/09/2003	07/11/2003
JPH (Chafford Hundred) Limited		01/05/2002	31/05/2002
JPH (Chalford) Limited		01/05/2002	31/05/2002
JPH (Consett) Limited		01/05/2002	31/05/2002

# Margaret Louise Mellor

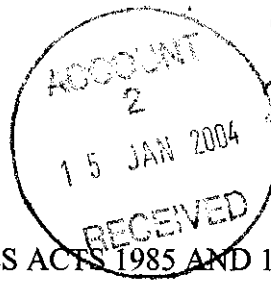
## Directorships Report

Company Name	O/S	Appointed	Resigned
JPH (Darlington) Limited		01/05/2002	31/05/2002
JPH (Hornchurch) Limited		01/05/2002	31/05/2002
JPH (Ipswich) Limited		01/05/2002	31/05/2002
JPH (Leith) Limited		01/05/2002	31/05/2002
JPH (Watlington) Limited		01/05/2002	31/05/2002
The Shared Sourcing Company Limited		16/05/2002	03/10/2002
TW Accommodation Services (Holdings) Limited		24/01/2003	28/03/2003
TW Accommodation Services Limited		11/12/2002	28/03/2003
UPP (Broadgate Park) Holdings Limited		24/01/2003	04/06/2003
UPP (Broadgate Park) Limited		24/01/2003	04/06/2003
UPP (Gill Street) Holdings Limited		13/06/2003	15/10/2003
UPP (Gill Street) Limited		13/06/2003	15/10/2003
UPP (Lancaster) Limited		16/05/2002	26/03/2003
UPP (Reading St George's) Limited		24/01/2003	04/06/2003

### Past External Directorships

Company Name	O/S	Appointed	Resigned
Amey LUL 2 Limited		21/11/2002	13/12/2002
Amey Tube Limited		27/11/2002	13/12/2002
JNP Ventures 2 Limited		27/11/2002	13/12/2002
UIC Transport Tube Limited		27/11/2002	16/12/2002

Company No



272322

272322

00400103

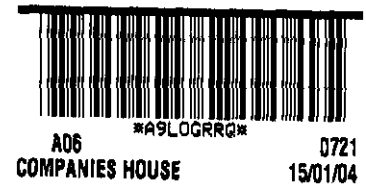
THE COMPANIES ACTS 1985 AND 1989

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

of

**MASMELO 4 LIMITED**



1. The Company's name is MASMELO 4 LIMITED
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:
  - (A) To carry on business as designers, suppliers, assemblers, engineers, facilities manager, contractors and consultants and to be otherwise concerned in the construction, installation, maintenance, repair, renewal and replacement of infrastructure (including, but not limited to track and signalling), electrification, telecommunications, buildings, fixed plant, structures and other assets of all kinds and in particular, but without limitation, to carry out, whether as main contractors or subcontractors or to subcontract others to carry out, infrastructure projects involving any of the skills and activities above described and to survey, audit and manage such works as described above which are carried out by other parties.
  - (B) To operate transport services and to own, hire and maintain locomotives, coaches, containers, wagons and other vehicles appropriate for the carriage of goods and burdens of every description.
  - (C) To build, re-build, renew, erect, construct, lay down, enlarge, alter, remove, replace and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, stations, engines, works, offices, depots, factories, buildings, works, plant and machinery and all things of all kinds necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction, maintenance and renewal of any of the aforesaid or to join with any person, firm or company in doing any of the things aforesaid and to work, manage and control the same or join with others in so doing.
  - (D) To manufacture, buy, sell, let on hire and deal in plant, machinery, tools, implements, materials, articles and things of all kinds necessary or convenient for carrying on the Company's business.

- (E) To carry on any other trade or business whatsoever of any kind and description which can in the opinion of the directors be advantageously carried on by the Company in connection with or as ancillary to any of the businesses of the Company.
- (F) To enter into contracts, agreements and arrangements with any other company for the carrying out by such other company of any of the objects for which the Company is formed whether on behalf of the Company or on its own account.
- (G) To acquire, undertake and carry on the whole or any part of the business, property and liabilities of any person or company carrying on any business which may in the opinion of the directors be capable of being conveniently carried on or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights, or any property suitable for the purposes of the Company.
- (H) To enter into any arrangements with any government or authority national, international, supreme, municipal, local or otherwise, that may in the opinion of the directors be conducive to the Company's objects or any of them, and to obtain from any such government or authority any rights, privileges, and concessions which in the opinion of the directors is desirable, and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
- (I) To apply for, or join in applying for, purchase or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, service marks, copyrights, registered designs, protections, concessions and the like, and to use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting and testing and making researches, and in improving or seeking to improve any patents, inventions or rights which the Company may acquire or propose to acquire.
- (J) To acquire an interest in, amalgamate with or enter into partnership or into any arrangement for the sharing of profits, union of interests, co-operation, joint venture, reciprocal concession, or otherwise with any company, or with any employees of the Company. To lend money to, guarantee the contracts of, or otherwise assist any such company, and to take or otherwise acquire shares or securities of any such company, and to sell, hold, re-issue, with or without guarantee, or otherwise deal with the same.
- (K) To lend money to, to subsidise and assist any persons or companies and to act as agents for the collection, receipt or payment of money and generally to act as agents or brokers for and render services to any company, and to undertake and perform sub-contracts.
- (L) To enter into any guarantee, contract of indemnity or suretyship and in particular (without prejudice to the generality of the foregoing) to guarantee or otherwise provide security for, with or without the Company receiving any consideration therefor or advantage therefrom, directly or indirectly, by personal covenant or by mortgage, charge or lien over all or any part of the undertaking, property and assets present and future and uncalled capital of the Company or by any other means whatsoever, the performance of the obligations and the payment of any moneys (including but not limited to capital or

principal, premiums, dividends or interest, commissions, charges, discount and any related costs or expenses whether on any stocks, shares or securities or in any other manner) by any company, firm or person including but not limited to any company which is for the time being the Company's holding company or a subsidiary of the Company each as defined by Section 736 of the Companies Act 1985 or of the Company's holding company as so defined or any company, firm or person who is for the time being a member or otherwise has any interest in the Company or is associated with the Company in any business or venture, or any other person firm or company whatsoever. For the purposes of this paragraph (L) "guarantee" includes any other obligation howsoever described to pay, satisfy, provide funds (whether by advance of money, the purchase of or the subscription of shares or other securities, the purchase of assets or services, or otherwise) for the payment or satisfaction of or to indemnify against the consequences of default in the payment of or otherwise be responsible for any indebtedness of any other company, firm or person.

- (M) To promote, finance or assist any company for the purpose of acquiring all or any of the property rights or undertaking or assuming the liabilities of the Company, or for any other purpose which may be in the opinion of the directors directly or indirectly calculated to benefit the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any party of the shares or securities of such company as aforesaid.
- (N) To remunerate any person, firm or company rendering service to the Company whether by cash payment or by the allotment to him or them of shares or securities of the Company credited as paid up in full or in part or otherwise.
- (O) Generally to purchase, take on lease or exchange, hire or otherwise acquire any real or personal property and any rights or privileges over or in respect of it.
- (P) To receive money on deposit on such terms as the directors may approve.
- (Q) To invest and deal with the moneys of the Company in such manner as may from time to time be determined by the directors.
- (R) To lend money or give credit with or without security.
- (S) To borrow or raise or secure the payment of money in such manner as the Directors shall approve, and in particular by the issue of debentures or debenture stock, perpetual or otherwise charged upon all or any of the Company's property (both present and future), including its uncalled capital, and to purchase, redeem or pay off any such securities.
- (T) To remunerate any company for services rendered or to be rendered, in placing, or assisting to place, or guaranteeing the placing or procuring the underwriting of any of the shares or debentures, or other securities of the Company or of any company in which this Company may be interested or propose to be interested, or in or about the conduct of the business of the Company, whether by cash payment or by the allotment of shares, or securities of the Company credited as paid up in full or in part, or otherwise.

- (U) To subscribe for either absolutely or conditionally or otherwise acquire and hold shares, stocks, debentures, debenture stock or other obligations of any other company and to co-ordinate, finance and manage the business and operation of any company in which the Company holds any such interest.
- (V) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (W) To sell, lease, exchange, let on hire, or dispose of any real or personal property or the undertaking of the Company, or any part or parts thereof for such consideration as the directors shall approve and, in particular, for shares whether fully or partly paid up, debentures or securities of any other company, whether or not having objects altogether, or in part, similar to those of the Company, and to hold and retain any shares, debentures or securities so acquired, and to improve, manage, develop, sell, exchange, lease, mortgage, dispose of, grant options over or turn to account or otherwise deal with all or part of the property or rights of the Company.
- (X) To adopt such means of making known the businesses and products of the Company as may in the opinion of the directors seem expedient, and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest by publication of books and periodicals, and by granting prizes, rewards and donations.
- (Y) To support, subscribe or contribute to any charitable or public object or any institution, society or club which may for the benefit of the Company or its directors, officers or employees, or the directors, officers and employees of its predecessors in business or of any subsidiary, allied or associated company, or which may be connected with any town or place where the Company carries on business and to subsidise or assist any association of employers or employees or any trade association. To grant pensions, gratuities, annuities, other benefits on retirement or charitable aid and generally to provide advantages, facilities and services to any person (including any directors or former directors) who may have served the Company or its predecessors in business or any subsidiary, allied or associated company or to the wives, children or other dependants or relatives of such persons, to make advance provision for the payment of such pensions, gratuities, annuities or other benefits on retirement as aforesaid by establishing or acceding to such trusts, schemes or arrangements (whether or not capable of approval by the Commissioners of Inland Revenue under any relevant legislation for the time being in force) as may seem expedient, to appoint or remove trustees or director of a trustee company or to act as trustee of any such schemes or arrangements and to make payments towards insurance for the benefit of such persons or to their wives, children, or other dependants or relatives and to make arrangements for the transfer of funds or arrangements in relation to the payment of such pensions, gratuities, annuities, or other benefits on retirement.
- (Z) To establish and contribute to any scheme for the purchase or subscription by trustees of shares in the Company to be held for the benefit of the employees of the Company or any subsidiary, allied or associated company, and to lend money to such employees or to trustees on their behalf to enable them to purchase or subscribe for shares in the



Company and to formulate and carry into effect any scheme for sharing the profits of the Company with employees or any of them.

- (AA) To apply for, promote and obtain any Act of Parliament, order or licence of the Department of Trade and Industry or other authority for enabling the Company to carry any of its objects into effect or for effecting any modifications of the Company's constitution or for any other purposes which may in the opinion of the directors seem calculated directly or indirectly to prejudice the Company's interests.
- (BB) To establish, grant and take up agencies in any part of the world, and to do all such other things as the Company may deem conducive to the carrying on of the Company's business, either as principals, or agents, and to remunerate any persons in connection with the establishment or granting of such agencies upon such terms and conditions as the Company may think fit.
- (CC) To distribute among the shareholders in specie any other property of the Company or any proceeds of sale or disposal of any property of the Company and for such purpose to distinguish and separate capital from profits, but so that no distribution amounting to a reduction of capital shall be made except with the sanction (if any) for the time being required by law.
- (DD) To purchase and maintain insurance for the benefit of any person who is an officer or employee, or former officer or employee, of the Company or of a subsidiary of the company or in which the Company has an interest whether direct or indirect or who is or was trustee of any retirement benefits scheme or any other trust in which any such officer or employee or former officer or employee is or has been interested indemnifying such person against liability for negligence, default, breach of duty or breach of trust or any other liabilities which may legally be insured against.
- (EE) To amalgamate with any other company.
- (FF) To do all or any of the above things in any part of the world and as principals, agents, contractors, trustees or otherwise, and either alone or in conjunction with others and to procure the Company to be registered or recognised in any foreign country or place.
- (GG) To do all such other things as are in the opinion of the directors incidental or conducive to the attainment of all or any of the Company's objects, or the exercise of all or any of its powers.
- (HH) The objects specified in each paragraph of this clause shall, except where otherwise expressed in such paragraph, be regarded as independent objects, and are not limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company. None of the paragraphs of this clause or the objects or powers specified or conferred in or by them are deemed subsidiary or ancillary to the objects or powers mentioned in any other paragraph, but the Company has as full a power to exercise all or any of the objects and powers provided in each paragraph as if each paragraph contained the objects of a separate company.

The word "company" in this clause (except where used in reference to the Company) is deemed to include any person or partnership or other body of persons whether domiciled in the United Kingdom or elsewhere and whether incorporated or unincorporated, and words denoting the singular number only shall include the plural number and vice versa. The word "Act" in this Clause means the Companies Act 1985, and any reference in this clause to any provision of the Act is deemed to include a reference to any modification or re-enactment of that provision for the time being in force.

4. The liability of the members is limited.
5. The Company's share capital is £1,000 divided into 1,000 shares of £1 each.

We, the subscriber to this memorandum of association, wish to be formed into a company pursuant to this memorandum and we agree to take the number of shares shown opposite our name.

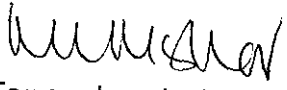
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**Name and address of subscriber**

**Number of Shares taken by subscriber**

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Jarvis Secretaries Limited  
Frogmore Park  
Watton-at-Stone  
Hertfordshire  
SG14 3RU


  
For and on behalf of  
Jarvis Secretaries Ltd

Two

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Date: 8/1/04

WITNESS to the above signature:



Tom Fuller, company secretary Assistant.  
Frogmore Park  
Watton-at-Stone  
Hertfordshire  
SG14 3RU

**COMPANY NO:**

**THE COMPANIES ACT 1985 AND 1989**

**COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION  
OF**

**MASMELO 4 LIMITED**

**PRELIMINARY AND INTERPRETATION**

The regulations contained in Table A ('Table A') in the schedule to the Companies (Tables A to F) Regulations 1985 (as amended) shall apply to the Company save insofar as they are varied hereby or excluded. The following regulations contained in Table A ('Table A') in the schedule to the Companies (Tables A to F) Regulations 1985 (as amended) are excluded: regulations 41, 44, 60, 61, 62, 67, 73, 74, 75, 76, 77, 80, 94, 111, 112, 115.

1. In these regulations and in the regulations of Table A that apply to the Company:

'the Act' means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force.

'the Articles' means the articles for the time being of the Company.

'clear days' in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.

'executed' includes any mode of execution.

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

'office' means the registered office of the Company.

'a person of unsound mind' means a person who is, or may be, suffering from mental disorder and either:

he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in England & Wales an application for admission under the Mental Health (England & Wales) Act 1960; or an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis of other person to exercise powers with respect to his property or affairs.

'the seal' means the common seal of the Company.

'secretary' means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary.

'the United Kingdom' means Great Britain and Northern Ireland.

Unless the context otherwise requires, words or expressions contained in these regulations and in the regulations of Table A that apply to the Company bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these regulations become binding on the Company, words importing the singular only shall include the plural and vice versa, words importing the masculine gender shall include the feminine gender and words importing natural persons shall include also corporations.

The headings in these regulations are for convenience only and shall be ignored in construing the language or meaning of the Articles.

## **PRIVATE COMPANY**

2. The Company is a private Company within the meaning of Section 1 of the Act and accordingly no shares in or debentures of the Company shall be offered to the public (whether for cash or otherwise) and the Company shall not allot or agree to allot (whether for cash or otherwise) any shares in or debentures of the Company with a view to all or any of those shares or debentures of the company being offered for sale to the public.

## **SHARE CAPITAL**

3. The share capital of the Company at the date of adoption of these Articles of Association is £1,000 divided into 1,000 ordinary shares of £1 each.
4. Subject to the provisions of the Act and without prejudice to Article 6 any shares may be issued which are to be redeemed or are liable to be redeemed at the option of the Company or the holder of such shares on such terms and in such manner as may be provided by the Articles or as the Company may by resolution determine.
5. The unissued shares in the capital of the Company for the time being shall be under the control of the Directors, who are hereby generally and unconditionally authorised to allot, grant options over, or otherwise dispose of or deal with any unissued shares and relevant securities (as defined in Section 80(2) of the Act) to such persons, on such terms and in such manner as they think fit, but subject to any agreement binding on the Company, provided that the authority contained in this Article insofar as the same relates to relevant securities (as defined as aforesaid) shall, unless revoked or varied in accordance with Section 80 of the Act:
  - (i) be limited to the amount of unissued authorised share capital in existence at the date of adoption of these Articles of Association; and
  - (ii) expire on the fifth anniversary of the date of adoption of these Articles of Association but without prejudice to any offer or agreement made before that anniversary which would or might require the exercise by the Directors after such anniversary of their powers in pursuance of the said authority.

In exercising their authority under this Article the Directors shall not be required to have regard to Sections 89(1) and 90(1) to (6) (inclusive) of the Act which Sections shall be excluded from applying to the Company.

6. The Company may exercise the powers of paying commissions conferred by the Act, any such commission may be satisfied by the payment of cash or by the allotment of fully or partly paid shares or partly in one way and partly in the other.
7. Except as required by law, no person shall be recognised by the Company as holding any share upon any trust and (except as otherwise provided by the articles or by law) the Company shall not be bound by or recognise any interest in any share except an absolute right to the entirety thereof in the holder.

### **SHARE CERTIFICATES**

8. Every member, upon becoming the holder of any shares, shall be entitled without payment to one certificate for all the shares of each class held by him (and, upon transferring a part of his holding) or several certificates each for one or more of his shares upon payment for every certificate after the first of such reasonable sum as the directors may determine. Every certificate shall specify the number and class of the shares to which it relates and the amount or respective amounts paid up thereon. The Company shall not be bound to issue more than one certificate for shares held jointly by several persons and delivery of a certificate to one joint holder shall be sufficient delivery to all of them.
9. If a share certificate is defaced, worn-out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and payment of the expenses reasonably incurred by the Company in investigating evidence as the directors may determine but otherwise free of charge, and (in the case of defacement or wearing-out) on delivery up of the old certificate.

### **LIEN**

10. The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) payable at a fixed time or called in respect of that share. The directors may at any time declare any share to be wholly or in part exempt from the provisions of this regulation. The Company's lien on a share shall extend to any amount payable in respect of it.
11. The Company may sell in such manner as the directors determine any shares on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within fourteen clear days after notice has been given to the holder of the share or to the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the shares may be sold.
12. To give effect to a sale the directors may authorise some person to execute an instrument of transfer of the shares sold to, or in accordance with the directions of, the purchaser. The title of the transferee to the shares shall not be affected by any irregularity in or invalidity of the proceedings in reference to the sale.
13. The net proceeds of the sale, after payment of the costs, shall be applied in payment of so much of the sum for which the lien exists as is presently payable,

and any residue shall (upon surrender to the Company for cancellation of the certificate for the shares sold and subject to a like lien for any moneys not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.

#### **CALLS ON SHARES AND FORFEITURE**

14. Subject to the terms of allotment, the directors may make calls upon the members in respect of any moneys unpaid on their shares (whether in respect of nominal value or premium) and each member shall (subject to receiving at least fourteen clear days' notice specifying when and where payment is to be made) pay to the company as required by the notice the amount called on his shares. A call may, before receipt by the Company of any sum due thereunder, be revoked in whole or part and payment of a call may be postponed in whole or part. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect whereof the call was made.
15. A call shall be deemed to have been made at the time when the resolution of the directors authorising the call was passed.
16. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
17. If a call remains unpaid after it has become due and payable the person from whom it is due and payable shall pay interest on the amount unpaid from the day it became due and payable until it is paid at the rate fixed by the terms of allotment of the share or in the notice of the call or, if no rate is fixed, at the appropriate rate (as defined by the Act) but the directors may waive payment of the interest wholly or in part.
18. An amount payable in respect of a share on allotment or at any fixed date, whether in respect of nominal value or premium or as an instalment of a call, shall be deemed to be a call and if it is not paid the provisions of the Articles shall apply as if that amount had become due and payable by virtue of a call.
19. Subject to the terms of allotment, the directors may make arrangements on the issue of shares for a difference between the holders in the amounts and times of payment of calls on their shares.
20. If a call remains unpaid after it has become due and payable the directors may give to the person from whom it is due not less than fourteen clear days' notice requiring payment of the amount unpaid together with any interest which may have accrued. The notice shall name the place where payment is to be made and shall state that if the notice is not complied with the shares in respect of which the call was made will be liable to be forfeited.
21. If the notice is not complied with any share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the directors and the forfeiture shall include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.
22. Subject to the provisions of the Act, a forfeited share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the directors

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

23. A person any of whose shares have been forfeited shall cease to be a member in respect of them and shall surrender to the company for cancellation the certificate for the shares forfeited but shall remain liable to the company for all moneys which at the date of forfeiture were presently payable by him to the company in respect of those shares with interest at the rate at which interest was payable on those moneys before the forfeiture or, if no interest was so payable, at the appropriate rate (as defined in the Act) from the date of forfeiture until payment but the directors may waive payment wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.
24. A statutory declaration by a director or the secretary that a share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share and the declaration shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the share and the person to whom the share is disposed of shall not be bound to see to the application of the consideration, if any, nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings in reference to the forfeiture or disposal of the share.

#### **TRANSFER OF SHARES**

25. The instrument of transfer of a share may be in any usual form or in any other form which the directors may approve and shall be executed by or on behalf of the transferor and, unless the share is fully paid, by or on behalf of the transferee.
26. The directors may, in their absolute discretion and without assigning any reason therefore, decline to register any transfer of any share, whether or not it is a fully paid share. Without prejudice to the generality of the foregoing the Directors may refuse to register a transfer unless:
  - (i) it is lodged at the office or at such other place as the directors may appoint and is accompanied by the certificate for the shares to which it relates and such other evidence as the directors may reasonably require to show the right of the transferor to make the transfer;
  - (ii) it is in respect of only one class of shares; and
  - (iii) it is in favour of not more than four transferees
27. No share shall be transferred to any infant, bankrupt or person of unsound mind.



28. If the directors refuse to register a transfer of a share, they shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal.
29. The registration of transfers of shares or of transfers of any class of shares may be suspended at such times and for such periods (not exceeding thirty days in any year) as the directors may determine.
30. No fee shall be charged for the registration of any instrument of transfer or other document relating to or affecting the title to any share.
31. The Company shall be entitled to retain any instrument of transfer which is registered, but any instrument of transfer which the directors refuse to register shall be returned to the person lodging it when notice of the refusal is given.

#### **TRANSMISSION OF SHARES**

32. If a member dies the survivor or survivors where he was a joint holder, and his personal representatives where he was a sole holder or the only survivor of joint holders, shall be the only persons recognised by the Company as having any title to his interest; but nothing herein contained shall release the estate of a deceased member from any liability in respect of any share which had been jointly held by him.
33. A person becoming entitled to a share in consequence of the death or bankruptcy of a member may, upon such evidence being produced as the directors may properly require, elect either to become the holder of the share or to have some person nominated by him registered as the transferee. If he elects to become the holder he shall give notice to the Company to that effect. If he elects to have another person registered he shall execute an instrument of transfer of the share to that person. All the articles relating to the transfer of shares shall apply to the notice or instrument of transfer as if it were an instrument of transfer executed by the member and the death or bankruptcy of the member had not occurred.
34. A person becoming entitled to a share in consequence of the death or bankruptcy of a member shall have the rights to which he would be entitled if he were the holder of the share, except that he shall not, before being registered as the holder of the share, be entitled in respect of it to attend or vote at any meeting of the Company or at any separate meeting of the holders of any class of shares in the Company.

#### **ALTERATION OF SHARE CAPITAL**

35. The Company may by ordinary resolution—
  - (i) increase its share capital by new shares of such amount as the resolution prescribes;
  - (ii) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
  - (iii) subject to the provisions of the Act, sub-divide its shares, or any of them, into shares of smaller amount and the resolution may determine that, as between the shares resulting from the

sub-division, any of them may have any preference or advantage as compared with the others; and

- (iv) cancel shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.

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

#### **VARIATION OF RIGHTS**

- 38. If at any time the share capital is divided into different classes of shares, the rights attached to any class may, whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of an Extraordinary Resolution passed at a separate general meeting of the holders of the shares of the class. To every such separate general meeting the provisions of these regulations relating to general meetings shall apply, but so that the necessary quorum shall be two persons at least holding or representing by proxy one-third of the issued shares of the class, save as where only one person holds shares of that class, the quorum shall be one, and that any holder of shares of the class present in person or by proxy may demand a poll.

#### **PURCHASE OF OWN SHARES**

- 39. Subject to the provisions of the Act, the company may purchase its own shares (including any redeemable shares) and, if it is a private company, make a payment in respect of the redemption or purchase of its own shares otherwise than out of distributable profits of the company or the proceeds of a fresh issue of shares.

#### **GENERAL MEETINGS**

- 40. All general meetings other than annual general meetings shall be called extraordinary general meetings.
- 41. The directors may call general meetings and, on the requisition of members pursuant to the provisions of the Act, shall forthwith proceed to convene an extraordinary general meeting for a date not later than eight weeks after receipt of the requisition. If there are not within the United Kingdom sufficient

directors to call a general meeting, any director or any member of the company may call a general meeting.

42. An annual general meeting and an extraordinary general meeting called for the passing of a Special Resolution shall be called by at least twenty-one clear days' notice. All other extraordinary general meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed.
  - (i) in the case of an annual general meeting, by all the members entitled to attend and vote thereat; and
  - (ii) in the case of any other meeting by a majority in number of the members having a right to attend and vote being a majority together holding not less than ninety-five per cent in nominal value of the shares giving that right.
43. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the Meeting as such.
44. Subject to the provisions of the Articles and to any restrictions imposed on any shares, the notice shall be given to all the members, to all persons entitled to a share in consequence of the death or bankruptcy of a member and to the directors and auditors.
45. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

#### **PROCEEDINGS AT GENERAL MEETINGS**

46. No business shall be transacted at any meeting unless a quorum is present. Two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum. In the event that the Company is a single member company the quorum shall be one.
47. The chairman, if any, of the board of directors or in his absence some other director nominated by the directors shall preside as chairman of the meeting, but if neither the chairman nor such other director (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the directors present shall elect one of their number to be chairman and, if there is only one director present and willing to act, he shall be chairman.
48. If no director is willing to act as chairman, or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be chairman.
49. The chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days'

notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

50. A resolution put to the vote of a meeting shall be decided on a show of hands unless before or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded—
- (i) by the chairman; or
  - (ii) by at least two members having the right to vote at the meeting; or
  - (iii) by a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; or
  - (iv) by a member or members holding shares conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right; and a demand by a person as proxy for a member shall be the same as a demand by the member.
51. Unless a poll is duly demanded a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
52. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
53. A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
54. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall be entitled to a casting vote in addition to any other vote he may have.
55. A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

56. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
57. A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more members. In the case of a corporation, the signature of a director or secretary thereof and in the case of joint holders of a share, the signature of any one of such joint holders shall be sufficient for the purposes of passing resolutions in writing pursuant to this Article.

### **VOTES OF MEMBERS**

58. Subject to any rights or restrictions attached to any shares, on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative, not being himself a member entitled to vote, shall have one vote and on a poll every member shall have one vote for every share of which he is the holder. In the case of a single member company a proxy for the sole member of the Company may vote on a show of hands and regulation 54 of Table A shall be modified accordingly. In the case of a corporation, a director, the secretary or any individual so nominated by the corporation shall be deemed to be a duly authorised representative for the purpose of this Article.
59. In the case of joint holders the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders' and seniority shall be determined by the order in which the names of the holders stand in the register of members.
60. A member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person authorised in that behalf appointed by that court, and any such receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the directors of the authority of the person claiming to exercise the right to vote shall be deposited at the office, or at such other place as is specified in accordance with the articles for the deposit of instruments of proxy, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.
61. No member shall vote at any general meeting or at any separate meeting of the holders of any class of shares in the company, either in person or by proxy, in respect of any share held by him unless all moneys presently payable by him in respect of that share have been paid.
62. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in

due time shall be referred to the chairman whose decision shall be final and conclusive.

63. On a poll votes may be given either personally or by proxy. A member may appoint more than one proxy to attend on the same occasion.
64. An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and shall be in any form which is usual or which the directors may approve.
65. The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the directors may—
  - (i) be deposited at the office or at such other places within the United kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting; or
  - (ii) in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or
  - (iii) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the secretary or to any director; and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.
66. A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

## **DIRECTORS**

67. Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum but shall be not less than two.
68. 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 and may remove from office an alternate director so appointed by him.
69. An alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member, to attend and vote at any such meeting at which the director appointing him is not personally present and generally to perform all the functions of his appointor as a director in his absence but shall not be entitled to receive any remuneration from the company for his services as an alternate

director. But it shall not be necessary to give notice of such a meeting to an alternate director who is absent from the United Kingdom.

70. Any appointment or removal of an alternate director shall be by notice to the Company signed by the director making or revoking the appointment or in any other manner approved by the directors.
71. Save as otherwise provided in the Articles, an alternate director shall be deemed for all purposes to be a director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the director appointing him.

#### **POWERS OF DIRECTORS**

72. Subject to the provisions of the Act, the Memorandum and the Articles and to any directions given by special resolution, the business of the Company shall be managed by the directors who may exercise all the powers of the Company.
73. The directors may, by power of attorney or otherwise, appoint any person to be the agent of the company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.
74. The directors may delegate any of their powers to any committee consisting of one or more directors. They may also delegate to any managing director or any director holding any other executive office such of their powers as they consider desirable to be exercised by him. Any such delegation may be made subject to any conditions the directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the articles regulating the proceedings of directors so far as they are capable of applying.

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

75. Subject as aforesaid, the Company may by ordinary resolution appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director.
76. 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 the articles as the maximum number of directors.

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

77. The office of a director shall be vacated if—
  - (i) he attains the age of 70
  - (ii) 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
  - (iii) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or

- (iv) he is a person with mental disorder
- (v) he resigns his office by notice to the Company; or
- (vi) he is removed from office under section 303 of the Act or by extraordinary resolution of the Company; or
- (vii) he is removed from office by notice in writing executed by or on behalf of all the other Directors deposited at the office (which removal shall be deemed to be an act of the Company).

#### **DIRECTORS' REMUNERATION**

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

#### **DIRECTORS' EXPENSES**

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

#### **DIRECTORS' APPOINTMENTS AND INTERESTS**

80. Subject to the provisions of the Act, the directors may appoint one or more of their number to the office of managing director or to any other executive office under the company and may enter into an agreement or arrangement with any director for his employment by the company or for the provision by him of any services outside the scope of the ordinary duties of a director. Any such appointment, agreement or arrangement may be made upon such terms as the directors determine and they may remunerate any such director for his services as they think fit. Any appointment of a director to an executive office shall terminate if he ceases to be a director but without prejudice to any claim to damages for breach of the contract of service between the director and the company.
81. A director who is in any way either directly or indirectly interested in a contract or arrangement with the Company:
- (i) shall declare the nature of his interest at a meeting of the directors in accordance with section 317 of the Act;
  - (ii) subject to such disclosure, shall be entitled to vote in respect of any contract or arrangement in which he is interested and if he shall do so his vote shall be counted and he may be taken into account in ascertaining whether a quorum is present.
82. Without prejudice to the powers conferred by regulation 70 of Table A, the directors may establish and maintain, or procure the establishment and maintenance of, any pension or superannuation funds (whether contributory or otherwise) for the benefit of, and give or procure the giving of donations,



gratuities, pensions allowances and emoluments to, any persons (including directors and other officers) who are or were at any time in the employment or service of the Company, or of any undertaking which is or was a subsidiary undertaking of the Company or allied to or associated with the Company or any such subsidiary undertaking, or of any of the predecessors in business of the Company or of any such undertaking and the spouses, widows, widowers, families and dependants of any such persons and make payments to, for or towards the insurance of or provide benefits otherwise for any such person.

83. Without prejudice to the powers conferred by regulation 70 of Table A, the directors shall have power to purchase and maintain insurance at the expense of the Company for or for the benefit of any persons who are or were at any time:

- (i) directors, officers, employees or auditors of the Company or of any other company which is its hold in company, or in which the Company or such holding company has any interest whether direct or indirect, or which is in any way allied to or associated with the Company or such holding company, or of any subsidiary undertaking of the Company or of such other company;
- (ii) trustees of any pension fund in which employees of the Company or of any other such company or subsidiary undertaking 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 exercise, execution and/or discharge of their powers or duties and/or otherwise in relation to the Company or any other such company, subsidiary undertaking or pension fund.

#### **PROCEEDINGS OF DIRECTORS**

84. Subject to the provisions of the Articles, the directors may regulate their proceedings as they think fit. A director may, and the secretary at the request of a director shall, call a meeting of the directors. It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall have a second or casting vote. A director who is also an alternate director shall be entitled in the absence of his appointor to a separate vote on behalf of his appointor in addition to his own vote.
85. The quorum for the transaction of the business of the directors shall, except when one director only is in office, be two. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum.
86. The continuing directors or a sole continuing director may act notwithstanding any vacancies in their number, but, if the number of directors is less than the number fixed as the quorum, the continuing director may act only for the purpose of filling vacancies or of calling a general meeting.

87. The directors may appoint one of their number to be the chairman of the board of directors and may at any time remove him from that office. Unless he is unwilling to do so, the director so appointed shall preside at every meeting of directors at which he is present. But if there is no director holding that office, or if the director holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the directors present may appoint one of their number to be chairman of the meeting.
88. All acts done by a meeting of directors, or of a committee of directors, or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote.
89. A resolution in writing signed by all the directors entitled to receive notice of a meeting of directors or of a committee of directors shall be as valid and effectual as if it had been passed at a meeting of directors or (as the case may be) a committee of directors duly convened and held and may consist of several documents in the like form each signed by one or more directors; but a resolution signed by an alternate director need not also be signed by his appointor and, if it is signed by a director who has appointed an alternate director, it need not be signed by the alternate director in that capacity.
90. Any director or member of a committee of the Board may participate in a meeting of the directors or such committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and any director or member of the committee participating in a meeting in this manner shall be deemed to be present in person at such meeting.
91. Subject to the Act, a director may vote at a meeting of the directors or of a committee of directors (and may be counted in the quorum present at any such meeting) on any resolution concerning any matter in which he has, directly or indirectly, an interest which conflicts or may conflict with the interests of the Company provided that at or prior to such meeting he complies in respect of such a matter with the disclosure provisions of Section 317 of the Act. Compliance with Section 317 of the Act shall be sufficient disclosure by directors for the purpose of Articles 81 and 82.
92. The company may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of the articles prohibiting a director from voting at a meeting of directors or of a committee of directors.
93. Where proposals are under consideration concerning the appointment of two or more directors to offices or employments with the company or any body corporate in which the company is interested the proposals may be divided and considered in relation to each director separately and (provided he is not for another reason precluded from voting) each of the directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his own appointment.

94. If a question arises at a meeting of directors or of a committee of directors as to the right of a director to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting and his ruling in relation to any director other than himself shall be final and conclusive.

### **SECRETARY**

95. 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.

### **MINUTES**

96. The directors shall cause minutes to be made in books kept for the purpose—
- (i) of all appointments of officers made by the directors; and
  - (ii) of all proceedings at meetings of the company, of the holders of any class of shares in the company, and of the directors, and of committees of directors, including the names of the directors present at each such meeting.

### **THE SEAL**

97. The seal 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.

### **DIVIDENDS**

98. Subject to the provisions of the Act, the company may by ordinary resolution declare dividends in accordance with the respective rights of the members, but no dividend shall exceed the amount recommended by the directors.
99. Subject to the provisions of the Act, the directors may pay interim dividends if it appears to them that they are justified by the profits of the Company available for distribution. If the share capital is divided into different classes, the directors may pay interim dividends on shares which confer deferred or non-preferred rights with regard to dividend as well as on shares which confer preferential rights with regard to dividend, but no interim dividend shall be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear. The directors may also pay at intervals settled by them any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment. Provided the directors act in good faith they shall not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on any shares having deferred or non-preferred rights.
100. Except as otherwise provided by the rights attached to shares, all dividends shall be declared and paid according to the amounts paid up on the shares on which the dividend is paid. All dividends shall be apportioned and paid proportionately to the amounts paid up on the shares during any portion or

portions of the period in respect of which the dividend is paid; but, if any share is issued on terms providing that it shall rank for dividend as from a particular date, that share shall rank for dividend accordingly.

101. A general meeting declaring a dividend may, upon the recommendation of the directors, direct that it shall be satisfied wholly or partly by the distribution of assets and, where any difficulty arises in regard to the distribution, the directors may settle the same and in particular may issue fractional certificates and fix the value for distribution of any assets and may determine that cash shall be paid to any member upon the footing of the value so fixed in order to adjust the rights of members and may vest any assets in trustees.
102. Any dividend or other moneys payable in respect of a share may be paid by cheque sent by post to the registered address of the person entitled or, if two or more persons are the holders of the share or are jointly entitled to it by reason of the death or bankruptcy of the holder, to the registered address of that one of those persons who is first named in the register of members or to such person and to such address as the person or persons entitled may in writing direct. Every cheque shall be made payable to the order of the person or persons entitled or to such other person as the person or persons entitled may in writing direct and payment of the cheque shall be a good discharge to the company. Any joint holder or other person jointly entitled to a share as aforesaid may give receipts for any dividend or other moneys payable in respect of the share.
103. No dividend or other moneys payable in respect of a share shall bear interest against the company unless otherwise provided by the rights attached to the share.
104. Any dividend which has remained unclaimed for twelve years from the date when it became due for payment shall, if the directors so resolve, be forfeited and cease to remain owing by the company.

#### **ACCOUNTS**

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

#### **CAPITALISATION OF PROFITS**

106. The directors may with the authority of an ordinary resolution of the company—
  - (i) subject as hereinafter provided, resolve to capitalise any undivided profits of the company not required for paying any preferential dividend (whether or not they are available for distribution) or any sum standing to the credit of the company's share premium account or capital redemption reserve;
  - (ii) appropriate the sum resolved to be capitalised to the members who would have been entitled to it if it were distributed by way of dividend and in the same proportions and apply such sum on their behalf either in or towards paying up the amounts, if any, for the time being unpaid on any shares held by them

respectively, or in paying up in full unissued shares or debentures of the company of a nominal amount equal to that sum, and allot the shares or debentures credited as fully paid to those members, or as they may direct, in those proportions, or partly in one way and partly in the other: but the share premium account, the capital redemption reserve, and any profits which are not available for distribution may, for the purposes of this regulation, only be applied in paying up unissued to be allotted to members credited as fully paid;

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

## NOTICES

- 107. Any notice to be given to or by any person pursuant to the articles shall be in writing except that a notice calling a meeting of the Directors need not be in writing. Any notice given by or on behalf of any person to the Company may be given by leaving the same at or by sending the same by post to the office or such other place as the Directors may appoint,
- 108. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 24 Hours after the envelope containing it was posted.
- 109. A member present, either in person or by proxy, at any meeting of the company or of the holders of any class of shares in the company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
- 110. Every person who becomes entitled to a share shall be bound by any notice in respect of that share which, before his name is entered in the register of members, has been duly given to a person from whom he derives his title.
- 111. A notice may be given by the company to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending or delivering it, in any manner authorised by the articles for the giving of notice to a member, addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt or by any like description at the address, if any, within the United Kingdom supplied for that purpose by the persons claiming to be so entitled. Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy had not occurred.

## **WINDING UP**

112. If the Company is wound up, the liquidator may, with the sanction of an extraordinary resolution of the Company and any other sanction required by the Act, divide among the members in specie the whole or any part of the assets of the company and may, for that purpose, value any assets and determine how the division shall be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members as he with the like sanction determines, but no member shall be compelled to accept any assets upon which there is a liability.

## **SINGLE MEMBER COMPANY**

113. If and for so long as, the Company has only one member, the following provisions shall apply:
- (i) One person entitled to vote upon the business to be transacted, being the sole member of the Company or a proxy for that member or (if such member is a corporation) a duly authorised representative of such member, shall be a quorum.
  - (ii) The sole member of the Company (or the proxy or authorised representative of the sole member representing that member at the relative general meeting) shall be the chairman of any general meeting of the company.
  - (iii) A proxy for the sole member of the Company may vote on a show of hands.
  - (iv) All other provisions of these Articles shall (in the absence of any express provision to the contrary) apply with such modification as may be necessary in relation to a company which has only one member.

## **INDEMNITY**

114. Subject to the provisions of the Act but without prejudice to any indemnity to which a director may otherwise be entitled, every director or other officer or auditor of the company shall be indemnified out of the assets of the company against 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 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. In addition, subject to the provisions of Section 310 of the Act, every Director, Managing Director, Agent, Auditor, Secretary and other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities incurred by him in or about the execution of and discharge of the duties of his office.

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Name and address of subscriber

Number of Shares taken by  
subscriber

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Jarvis Secretaries Limited  
Frogmore Park  
Watton-at-Stone  
Hertfordshire  
SG14 3RU

For and on behalf of  
Jarvis Secretaries Ltd

Two



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Dated: 8/11/04

WITNESS to the above signature:



Tom Fuller, Company Secretary Assistant  
Frogmore Park  
Watton-at-Stone  
Hertfordshire  
SG14 3RU