

THE COMPANIES ACTS 1985 AND 1989
PRIVATE COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
of **AXIA COMMODITIES LIMITED**

MONDAY



- 1 The name of the company is **AXIA COMMODITIES LIMITED**
- 2 The Registered Office of the Company will be in England and Wales
- 3 The objects of the Company are
 - a. To carry on business as a general commercial company and any trade or business whatsoever and any lawful purpose pursuant to the Companies Acts, 1985 and 1989 as amended, extended or applied by or under any other enactment or as re-enacted
 - b. To carry on any other business, which, in the opinion of the company, may be capable of being conveniently carried on in conjunction with or subsidiary to any other business of the company and is calculated to enhance the value of the company's property or further its objects or any of them
 - c. To do all or any of the above things in any part of the world, whether acting as principals, agents, sub-contractors trustees or otherwise, and whether acting alone or in association with others, or by or through agents, sub-contractors, trustees or others.
 - d. To acquire and undertake the whole or any part of the goodwill, assets or liabilities of any person, company or firm carrying on any business which this company is authorised to carry on, or to purchase or acquire any interest in or rent or hire any other real or personal property whatsoever which may be necessary or convenient for the purpose of the company
 - e. To purchase, sell, exchange, improve, mortgage, charge, rent, let on lease, hire, surrender, licence, accept surrenders of and otherwise acquire and deal with any freehold, leasehold or other property, chattels and effects, erect, pull down, repair, alter, develop or otherwise deal with any building or buildings and adapt the same for the purpose of the company
 - f. To grant any leases, privileges, concessions or rights whatsoever in or in respect of any of the property of the company
 - g. To invest and deal with the monies of the company not immediately required for the purposes of the company in or upon such securities and subject to such conditions as may seem expedient
 - h. To promote any other company, and to underwrite the shares or debentures of that company
 - i. To amalgamate with or enter into any partnership, joint venture, union or profit sharing or other business arrangement with any other company, firm, association or person
 - j. To execute, accept, endorse, issue, buy and discount promissory notes, bills of exchange, bills of lading and any other negotiable and transferable instruments

- k.** To borrow, raise and secure the payment of money in such manner as the company shall think fit, in particular to borrow money by the issue of debentures or debenture stock, perpetual or otherwise and at par or at premium, or at a discount, and to secure any money borrowed or any other liabilities or obligations of the company by mortgage or charge of all or part of the company's property or assets, including future property or uncalled capital
- l.** To invest the finds of the company in shares and debentures or such other investments or securities as the company may determine, to make loans or advances or give credit to any person, company or firm on such terms as may seem expedient, and to guarantee or give security for any liability or obligation or any person, company or firm.
- m.** To sell all or any part of the undertaking, goodwill and assets of the company for such a price and upon such terms as may be thought fit
- n.** To establish any scheme, whether by the issue of shares or otherwise, where employees may share in the profits or take part in the management of the company
- o.** To pay the expenses of or incidental to the promotion and incorporation of the company
- p.** To do all such things as are conducive or incidental to the attainment of the above objectives or to any of them

It is hereby expressly declared that each sub-clause of the foregoing clause shall be an independent object of the company and shall be construed independently of anything contained in any other sub-clause

- 4 The liability of the members is limited
- 5. The share capital of the company is £10,000 divided into 10,000 Ordinary shares of £1 each

I the subscriber to the Memorandum of Association wish to be formed into a company pursuant to this Memorandum, and I agree to take the number of shares shown opposite my name

Names and addresses of the subscriber

Number of Shares taken

James O'Neill
10 Bishop Gardens
Hamilton
ML3 7YF

ONE

Dated the 28th August 2008

Witness to the above signature
Duncan Smith
Evans Smith Solicitors
38 Church Street
South Yorkshire DN12 3HR

THE COMPANIES ACTS 1985 AND 1989
PRIVATE COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION

PRELIMINARY

- 1 (a) The Regulations contained in Table A in the schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (such Table being hereafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company
- (b) In these Articles the expression "The Act" means the Companies Act 1985, but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force

SHARE CAPITAL

- 2 The directors of the Company are generally and unconditionally authorised to allot, grant options over or otherwise dispose of the unissued share capital of the company, whether forming part of the original capital or not, for a period of five years from the date of incorporation of such persons on such terms and on such conditions as they think fit, subject to the provisions of Section 80 of the Act
3. (a) The Company shall Before allotting any unissued shares, offer them to the Members in proportion as nearly as possible to the nominal value of the existing shares held by them and the offer shall be made by notice specifying the number of shares to which the member is entitled and a period of time (not less than 14 days) within which the offer if not accepted will be deemed declined, and after the expiration of the time limit or on receipt of written notice from the Member declining the shares then the directors may dispose of them as they think proper
- (b) The provisions of Section 89(1) and Sections 90(1) to (6) inclusive shall not apply to the Company.

DIRECTORS

- 4 Regulation 64 in Table A shall not apply to the Company Unless and until otherwise determined by ordinary resolution in General Meeting of the Company there shall be no maximum number of directors and the minimum number shall be one. A sole director shall have authority to exercise all the powers and discretions by Table A and by these Articles expressed to be vested in the Directors generally, and Regulation 89 is modified accordingly
- 5 The Directors shall not be required to retire by rotation and Regulations 73 to 80 in Table A shall not apply to the Company
- 6 A Director may vote as a Director in respect of any contract or arrangement in which he is interested or upon any matter arising therefrom, and if he shall so vote shall be counted and he shall be reckoned in estimating a quorum at any meeting at which any such contract or arrangement is under consideration, and Regulations 94 and 95 of Table A shall be modified accordingly
7. In the case of an equality of votes at any Directors Meeting the Chairman of the Meeting shall not have a second or casting vote and Regulation 88 of Table A shall be modified accordingly

TRANSFER OF SHARES

- 8 A member desiring to transfer shares otherwise than to the Company shall first give notice in writing handed personally or sent by registered or recorded delivery post to the Registered Office of the Company of such intention, giving full particulars of the shares in question. The Directors as agent for the member giving such notice may dispose of such shares or any of them to members of the Company in a direct and pro rata proportion to their existing holdings at a price to be agreed between the transferor and the Directors, or failing agreement at a price to be fixed by the Auditors of the Company as fair value thereof. If within 28 days of the date of the said notice the Directors are unable to find a member willing to purchase all such shares on such conditions, then but not before then, the transferor may dispose of so many of the shares as shall remain undisposed of in any manner he may think fit within three months from the date of the said notice, but the Directors may in their absolute discretion and without assigning any reason therefore decline to register any such transfer whether or not it is in respect of a fully paid up share or shares and Regulation 24 of Table A shall be modified accordingly.

THE COMPANY SEAL

- 9 If the Company has a seal it shall only be used with the authority of the Directors of a committee of Directors. Any instrument to which the seal is affixed shall be signed by a Director and by the Secretary or second Director. The obligation under Regulation 6 of Table A relating to the sealing of share certificates shall only apply in the Company has a Seal. Regulation 101 of Table A shall not apply to the Company. The Company may exercise the powers conferred by Section 39 of the Act with regard to having an official seal for use abroad, and such powers shall be vested in the Directors.

PROCEEDINGS AT MEETINGS

- 10 At any General Meeting a Resolution put to the vote of the Meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairperson or any member in person or proxy and Regulation 46 of Table A shall be modified accordingly. In the event of an equality of votes the Chairman shall not have a second or casting vote and regulation 50 of Table A shall not apply to the Company.

Names and Addresses of Subscriber

James O'Neill
10 Bishop Gardens
Hamilton ML3 7YF

Dated the 28th August 2008

Witness to the above signature

Duncan Smith
Evans Smith Solicitors
38 Church Street
South Yorkshire DN12 3HR