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## **Certificate of Incorporation of a Community Interest Company**

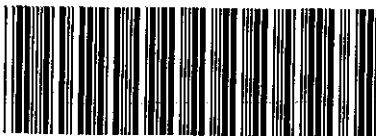
Company No. **5933331**

The Registrar of Companies for England and Wales hereby certifies that:

**SPORT4HEALTH COMMUNITY INTEREST COMPANY**

is this day incorporated under the Companies Act 1985 as a private company; that the company is limited; and that it is a community interest company

Given at Companies House, Cardiff, the 13th September 2006



**\*N05933331E\***



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

# CIC 36

## Declarations on Formation of a Community Interest Company

For official use  
(Please leave blank)

59 33331

Please  
complete in  
typescript, or  
in bold black  
capitals.

Company Name in  
full

SPORT4HEALTH COMMUNITY INTEREST COMPANY

### SECTION A: DECLARATIONS ON FORMATION OF A COMMUNITY INTEREST COMPANY

1. We/I, the undersigned, declare that the company whose proposed name appears above will not be:

- (a) a political party;
  - (b) a political campaigning organisation; or
  - (c) a subsidiary of a political party or of a political campaigning organisation.
- (as defined in regulation 2 of the Community Interest Company Regulations 2005 ("the Regulations")). (See note 1)

2. We/I further declare that the company will carry on its activities for the benefit of the community, or a section of the community, (as defined in section 35 of the Companies (Audit, Investigations and Community Enterprise) Act 2004 ("the Act") and the Regulations. Please insert a short description of the community, or section of the community, which it is intended that the company will benefit, in the space provided below (See note 2):

*The company's activities will provide benefit to...*

The Company's activities will be undertaken for the health, leisure and sporting benefit of people of all ages and, in particular, young people and those from minority communities living in London or other major urban areas of the UK.



E11  
COMPANIES HOUSE

\*ET7DI009\*

214

21 1806

**COMPANY NAME**

SPORT4HEALTH COMMUNITY INTEREST COMPANY

**SECTION B: COMPANY ACTIVITIES**

Please indicate how it is proposed that the company's activities will benefit the community (or a section of the community). Please provide as much detail as possible to enable the Regulator to make a properly informed decision about whether your company is eligible to be a community interest company (*See note 3*).

<b>Activities</b> (Tell us here what the company is being set up to do)	<b>How will the activity benefit the community?</b> (The community will benefit by...)
To provide sports coaching and opportunities for sport-related activity.	Professional sports coaching will be provided targeting those groups, communities and areas where little or none currently exists (eg. to young people, older people, minority groups). People will benefit from becoming active in sport; increase in physical exercise; better health and fitness; better socialisation and integration; improving sporting technique and ability.
The Company will offer complete packages of sports training and coaching activity to community groups and targeted individuals.	Community groups (including schools and charities) will be able to provide sporting opportunities to their members with minimum outlay and effort on their part.  Minority/beneficiary groups and individuals will learn new skills; gain better health and be encouraged and supported to socialise and integrate with the wider community.
Our company differs from a general commercial company because... All moneys generated will be reinvested into providing more activities for more people and targeting those who would otherwise be excluded from sport for economic or social reasons.	
If the company makes any surplus it will be used for... Any surpluses our company makes will be used to support greater and better services for community groups (eg. purchasing of better equipment, hire of better facilities, increase in programmes).	

(Please continue on separate continuation sheet if necessary.)

**Declarations on Formation of a  
Community Interest Company**

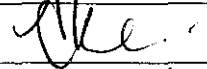
**COMPANY NAME**

SPORT4HEALTH COMMUNITY INTEREST COMPANY

**SECTION C: SIGNATORIES**

**Each person  
who will be a  
first director  
of the  
company  
must sign the  
declarations.**


Signed



Date

17/8/06

Signed



Date

17/8/06

Signed

Date

Signed

Date

Signed

Date

(Please continue on separate continuation sheet if necessary.)

**CHECKLIST**

***These declarations must be accompanied by the following documents under section 10 of the Companies Act 1985 – have you included them with your application?***

- (a) Memorandum and articles of association, which comply with requirements imposed by section 32 of the Act and Part 3 of the Regulations or which are otherwise appropriate in connection with becoming a community interest company
- (b) Form 10 - First directors and secretary and intended situation of registered office
- (c) Form 12 - Declaration on application for registration
- (d) Any completed continuation sheets

You do not have to give any contact information in the box opposite but if you do, it will help Companies House to contact you if there is a query on the form. The contact information that you give will be visible to searchers of the public record.

PANACO INTERNATIONAL LIMITED	
FIRST FLOOR	
27 GLOUCESTER PLACE	
LONDON W1U 8HU	
Tel	
DX Number	DX Exchange

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

**Companies House, Crown Way, Cardiff, CF14 3UZ**  
for companies registered in England and Wales  
**Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB**  
for companies registered in Scotland

**DX 33050 Cardiff**  
**DX235 Edinburgh**  
**or LP – 4 Edinburgh 2**

10 November 2005



**Companies House**  
for the record

# 12

Please complete in typescript,  
or in bold black capitals.

CHWP000

## Declaration on application for registration

5933331

**Company Name in full**

SPORT 4 HEALTH COMMUNITY INTEREST  
COMPANY

I, Julie Pang, For and on behalf of Mapsbury Secretaries Limited,

of First Floor, 27 Gloucester Place, London W1U 8HU

† 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

FIRST FLOOR, 27 GLOUCESTER PLACE, LONDON W1U 8HU

Day Month Year

On

1 | 8 | 0 | 8 | 2 | 0 | 0 | 6

● Please print name.

before me ●

Irene W K Potter  
Barrister at Law  
45-47 Marylebone Lane  
London W1U 2NT  
Tel: +44 (0) 20 7486 2200  
Fax: +44 (0) 20 7467 2103

Signed

*Irene W K Potter*

Date

18 / 08 / 06

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

You do not have to give any contact information in the box opposite but if you do, it will help Companies House to contact you if there is a query on the form. The contact information that you give will be visible to searchers of the public record.

PANACO INTERNATIONAL LIMITED  
FIRST FLOOR  
27 GLOUCESTER PLACE  
LONDON W1U 8HU

DX number

DX exchange

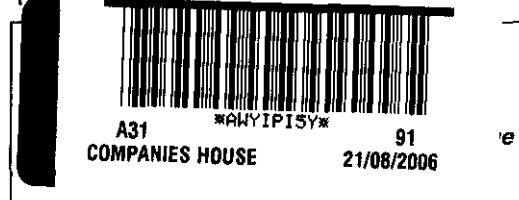
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for companies registered in England and Wales

or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB  
for companies registered in Scotland

DX 235 Edinburgh  
or LP - 4 Edinburgh 2



Form revised 10/03



Companies House

for the record

10

Please complete in typescript,  
or in bold black capitals.

CHWP000

Notes on completion appear on final page

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

**Company Name in full**

SPORT4HEALTH COMMUNITY INTEREST COMPANY

**Proposed Registered Office**

FIRST FLOOR, 27 GLOUCESTER PLACE

(PO Box numbers only, are not acceptable)

Post town

LONDON

County / Region

Postcode

W1U 8HU

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

You do not have to give any contact  
information in the box opposite but if  
you do, it will help Companies House  
to contact you if there is a query on  
the form. The contact information  
that you give will be visible to  
searchers of the public record.

PANACO INTERNATIONAL LIMITED

FIRST FLOOR

27 GLOUCESTER PLACE

LONDON W1U 8HU

DX number

DX exchange

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Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff  
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or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB  
for companies registered in Scotland

DX 235 Edinburgh  
or LP - 4 Edinburgh 2



A31  
COMPANIES HOUSE

90  
21/08/2006

v 10/03

# Company Secretary (see notes 1-5)

Company name

SPORT4HEALTH COMMUNITY INTEREST COMPANY

NAME \*Style / Title

\*Honours etc

\* Voluntary details

Forename(s)

Surname

MAPSBURY SECRETARIES LIMITED

Previous forename(s)

Previous surname(s)

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

Address ††

FIRST FLOOR, 27 GLOUCESTER PLACE

Post town

LONDON

County / Region

Postcode

W1U 8HU

Country

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

Consent signature

FOR & ON BEHALF OF  
MAPSBURY SECRETARIES LTD  
SECRETARY

Date

17/08/06

## Directors (see notes 1-5)

Please list directors in alphabetical order

NAME \*Style / Title

\*Honours etc

Forename(s)

EDMUND CHE-HUNG

Surname

KUNG

Previous forename(s)

Previous surname(s)

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

Address ††

FLAT 41, WOODHALL HOUSE

FITZHUGH GROVE

Post town

LONDON

County / Region

Postcode

SW18 3SA

Country

Day Month Year

Date of birth

2 5 0 4 1 9 6 9

Nationality

BRITISH

Business occupation

ENTREPRENEUR

Other directorships

Sportopia Ltd

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

Consent signature

Date

17/08/06

# Directors (see notes 1-5)

Please list directors in alphabetical order

NAME \*Style / Title

\*Honours etc

\* Voluntary details

Forename(s)

MICHAEL

Surname

PANG

Previous forename(s)

Previous surname(s)

Address ††

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

FLAT 20, MEDLAND HOUSE

11 BRANCH ROAD

Post town

LONDON

County / Region

Postcode

E14 7JT

Country

Day Month Year

2 3 1 0 1 9 6 6

Nationality

MALAYSIAN

Date of birth

Business occupation

CHARTERED ACCOUNTANT

Other directorships

PANACO INTERNATIONAL LTD, SPORTOPIA LTD

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

Consent signature

Date

17/08/06

This section must be signed by either an agent on behalf of all subscribers or the subscribers (i.e those who signed as members on the memorandum of association).

Signed

Date

17/08/06

Signed

Date

17/08/06

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

The Companies Act 1985

Company Limited by Guarantee  
and not having a share capital



## MEMORANDUM OF ASSOCIATION

of SPORT4HEALTH COMMUNITY INTEREST COMPANY

### 1 COMMUNITY INTEREST COMPANY

The Company is to be a community interest company.

### 2 NAME

The Company's name is Sport4Health Community Interest Company.

### 3 REGISTERED OFFICE

The Company's registered office is to be situated in England & Wales.

### 4 OBJECTS

The Company's object is to carry on activities which benefit the community and in particular (without limitation) to provide sports coaching and opportunities for sport-related activity. Such activity will be undertaken for the health, leisure and sporting benefit of people of all ages and, in particular, young people, older people, and those from minorities communities living in London or other major urban areas of the UK

### 5 POWERS

The Company has the power to do anything which is incidental or conducive to the furtherance of its object.

### 6 LIMITED LIABILITY

The liability of the Members is limited.

### 7 GUARANTEE

Every Member of the Company undertakes to contribute a sum not exceeding £1 to the assets of the Company if it is wound up during his, her or its membership or within one year afterwards:

- (a) for payment of the debts and liabilities of the Company contracted before he, she or it ceased to be a Member;
- (b) for the costs, charges and expenses of winding up; and
- (c) for the adjustment of the rights of the contributories among themselves.



WE, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum; and we agree to undertake to contribute to the assets of the Company up to an amount shown opposite our respective names.

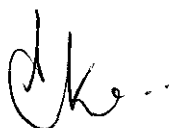
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Names, Addresses and Signatures of Subscribers

---

Guarantee

Edmund Che-Hung Kung  
Flat 41, Woodhall House  
Fitzhugh Grove  
London  
SW18 3SA



£1

Michael Pang  
Flat 20, Medland House  
11 Branch Road  
London  
E14 7JT



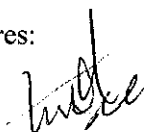
£1

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Dated the 17<sup>th</sup> August 2006

Witness to the above Signatures:

Linda Jin  
27 Gloucester Place  
London W1U 8HU



## **The Companies Act 1985**

### **Company Limited by Guarantee and not having a share capital**

## **ARTICLES OF ASSOCIATION**

### **of SPORT4HEALTH COMMUNITY INTEREST COMPANY**

#### **PART ONE: DEFINITIONS AND INTERPRETATION**

##### **1 DEFINITIONS**

In these Articles the following terms shall have the following meanings.

<b>Term</b>	<b>Meaning</b>
"1985 Act"	the Companies Act 1985
"2004 Act"	the Companies (Audit, Investigations and Community Enterprise) Act 2004
"address"	in relation to electronic communications, includes any number or address used for the purposes of such communications
"Articles"	the Company's Articles of Association
"Asset Locked Body"	a community interest company, Charity or Scottish Charity or a body established outside Great Britain (for the purposes of article 3(2)(a), the United Kingdom) that is equivalent to any of those persons
"Chair"	the meaning given in article 15
"Charity"	(except in the phrase, "Scottish Charity") the meaning given by Section 96 of the Charities Act 1993
"clear days"	in relation to the period of a notice, 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
"Company"	Sport4Health Community Interest Company
"Director"	a Director of the Company, including any person occupying the position of Director, by whatever name called
"Directors' functions"	the meaning given in article 4(1)
"electronic communication"	the meaning given in the Electronic Communications Act 2000

“in writing”	written printed or transmitted writing including by electronic communication
“majority decision”	the meaning given in article 10
“Members”	the members of the Company as defined in the 1985 Act
“Memorandum”	the Company’s Memorandum of Association
“Regulations”	the Community Interest Company Regulations 2005
“Regulator”	the Regulator of Community Interest Companies
“relevant quorum”	the meaning given in article 14(1)
“remuneration”	any reasonable payment or benefit received, or to be received, by a Director or employee of the Company in consideration for that Director’s or employee’s services to the Company, and any arrangement in connection with the payment of a pension, allowance or gratuity to or in respect of any person who is to be, is, or has been a Director or employee of the Company or any of its predecessors in business
“Scottish Charity”	A body entered in the Scottish Charity Register
“Secretary”	the person appointed as Company Secretary under article 32
“subsidiary”	the meaning given in section 736 of the Companies Act 1985
“unanimous decision”	the meaning given in article 9.

## 2 INTERPRETATION

(1) Unless the context requires otherwise, words or expressions defined in:

- (a) the 1985 Act,
- (b) the 2004 Act, or
- (c) the Regulations,

have the same meaning in the Articles.

(2) Without prejudice to the generality of paragraph (1):

(c) “**community**” is to be construed in accordance with section 35 of the 2004 Act and Part 2 of the Regulations

(d) “**financial year**” has the meaning given in section 223 of the 1985 Act, and

(e) “**transfer**” includes every description of disposition, payment, release or distribution and the creation or extinction of an estate or interest in, or right over, any property, or, in Scotland, a right, title or interest in or over any property.

- (3) Unless the context requires otherwise, all references to legislative provisions are to the legislation concerned as amended, repealed, re-enacted or replaced and in force from time to time.
- (4) Unless the context requires otherwise, words in the singular include the plural and words in the plural include the singular.
- (5) All headings and explanatory notes are included for convenience only: they do not form part of the Articles, and shall not be used in the interpretation of the Articles.

## **PART TWO: ASSET LOCK**

### **3 TRANSFER OF ASSETS**

- (1) The Company shall not transfer any of its assets other than for full consideration.
- (2) Provided the condition specified in paragraph (3) is satisfied, paragraph (1) shall not apply to:
  - (a) the transfer of assets to any Asset Locked Body specified in the Memorandum or Articles for the purposes of this article or (with the consent of the Regulator) to any other Asset Locked Body; and
  - (b) the transfer of assets made for the benefit of the community other than by way of a transfer of assets to an Asset Locked Body.
- (3) The condition is that the transfer of assets must comply with any restrictions on the transfer of assets for less than full consideration which may be set out elsewhere in the Memorandum or the Articles.
- (4) If:
  - (a) the Company is wound up under the Insolvency Act 1986; and
  - (b) all its liabilities have been satisfied,then any residual assets shall be given or transferred to the specified Asset Locked Body specified in the Memorandum and Articles for the purposes of this article.
- (5) For the purposes of this article, the following Asset Locked Body is specified as a potential recipient of the Company's assets under paragraphs (2) and (4).

## **PART THREE: DIRECTORS' FUNCTIONS**

### **4 DIRECTORS' GENERAL AUTHORITY TO MANAGE THE COMPANY**

- (1) The Directors' functions are:-
  - (a) to manage the Company's business; and
  - (b) to exercise all powers of the Company for any purpose connected with the Company's business.

- (2) The Directors may delegate their functions in accordance with the Articles.

## **5 DIRECTORS' GENERAL AUTHORITY TO DELEGATE FUNCTIONS**

- (1) Subject to the Articles, the Directors may delegate any of their functions to any person they think fit.
- (2) The Directors may not delegate to any person who is not a Director any decision connected with:
  - (a) the taking of decisions by Directors; or
  - (b) the appointment of a Director or the termination of a Director's appointment.
- (3) Any delegation under paragraph (1) may authorise further delegation of the Directors' functions by any person to whom they are delegated.

## **6 COMMITTEES OF DIRECTORS**

- (1) Two or more Directors are a "committee" if the Directors have:
  - (a) delegated any of the Directors' functions to them; and
  - (b) indicated that they should act together in relation to that function.
- (2) The provisions of the Articles about how the Directors take decisions shall apply, as far as possible, to the taking of decisions by committees.

# **PART FOUR: DECISION-MAKING BY DIRECTORS**

## **7 SCOPE OF RULES**

- (1) References in the Articles to decisions of Directors are to decisions of Directors which are connected with their functions.
- (2) Except where the Articles expressly provide otherwise, provisions of the Articles about how the Directors take decisions do not apply:
  - (a) when the Company only has one Director; or
  - (b) to decisions delegated to a single Director.

## **8 DIRECTORS TO TAKE DECISIONS COLLECTIVELY**

Any decision which the Directors take:

- (a) must be either a unanimous decision or a majority decision; and
- (b) may, but need not, be taken at a meeting of Directors.

## **9 UNANIMOUS DECISIONS**

- (1) The Directors take a unanimous decision when they all indicate to each other that they share a common view on a matter.
- (2) A unanimous decision need not involve any discussion between Directors.

## **10 MAJORITY DECISIONS**

- (1) The Directors take a majority decision if:
  - (a) every Director has been made aware of a matter to be decided by the Directors;
  - (b) all the Directors who indicate that they wish to discuss or vote on the matter have had a reasonable opportunity to communicate their views on it to each other; and
  - (c) a majority of those Directors vote in favour of a particular conclusion on that matter.
- (2) Paragraph (1)(a) does not require communication with any Director with whom it is not practicable to communicate, having regard to the urgency any importance of the matter to be decided.
- (3) In case of an equality of votes, the Chair shall have a second or casting vote.
- (4) A Director who is an alternate director shall be entitled in the absence of his appointer to a separate vote on behalf of his appointer in addition to his own vote.
- (5) Except as provided by paragraph (3) and (4), in all proceedings of Directors each Director must not have more than one vote.
- (6) Directors participating in the taking of a majority decision otherwise than a meeting of Directors:
  - (a) may be in different places, and may participate at different times; and
  - (b) may communicate with each other by any means.

## **11 MEETINGS OF DIRECTORS**

- (1) Any Director may call a meeting of Directors.
- (2) Every Director must be given reasonable notice of a meeting of Directors.
- (3) Paragraph (2) does not require notice to be given:
  - (a) in writing; or
  - (b) to Directors to whom it is not practicable to give notice, having regard to the urgency and importance of the matters to be decided, or who have waived their entitlement to notice.
- (4) Directors participating in a meeting of Directors:
  - (a) must participate at the same time, but may be in different places; and

- (b) may communicate with each other by any means.

## **12 CONFLICTS OF INTEREST**

- (1) In this article, a "relevant interest" is:
  - (a) any interest which a Director has in; or
  - (b) any duty which a Director owes to a person other than the Company in respect of, an actual or proposed transaction or arrangement with the Company.
- (2) For the purposes of paragraph (1)(a), a Director shall be deemed to have an interest in a transaction or arrangement if:
  - (a) the Director or any partner or other close relative of the Director has an actual or potential financial interest in that transaction or arrangement;
  - (b) any person specified in paragraph (2)(a) is a partner in a firm or limited partnership, or a director of or a substantial shareholder in any Company, which has an actual or potential commercial interest in that transaction or arrangement; or
  - (c) any other person who is deemed to be connected with that Director for the purposes of section 317 of the 1985 Act has a personal interest in that transaction or arrangement.
- (3) Subject to paragraph (8)(b), a Director who has a relevant interest must disclose the nature and extent of that interest to the other Directors.
- (4) Subject to paragraphs (5) and (6), when the Directors take a majority decision on any matter relating to a transaction or arrangement in which a Director has a relevant interest:
  - (a) no Director who has such a relevant interest may vote on that matter; and
  - (b) for the purposes of determining whether a relevant quorum is present, or whether a majority decision has been taken in relation to that matter, such a Director's participation in the decision-making process shall be ignored.
- (5) Paragraph (4) does not apply:
  - (a) if the Director's interest cannot reasonably be regarded as giving rise to any real possibility of a conflict between the interests of the Director and the Company; or
  - (b) if the Director's interest only arises because the Director has given, or has been given, a guarantee, security or indemnity in respect of an obligation incurred by or on behalf of the Company or any of its subsidiaries.
- (6) The Members may by ordinary resolution decide to disapply paragraph (4), either in relation to majority decisions generally or in relation to a particular decision.
- (7) Subject to the 1985 Act, if a Director complies with paragraph (3):
  - (a) that Director:
    - (i) may be a party to, or otherwise interested in, the transaction or arrangement in which that Director has a relevant interest; and

- (ii) shall not, be reason of being a Director, be accountable to the Company for any benefit derived from that transaction or arrangement; and
  - (b) the transaction or arrangement in which that Director has a relevant interest shall not be liable to be treated as void as a result of that interest.
- (8) For the purposes of paragraph (3):
- (a) a general notice given to the Directors that a Director is to be regarded as having a specified interest in any transaction or arrangement shall be deemed to be a disclosure that the Director has an interest in any such transaction or arrangement of the nature and extent so specified; and
  - (b) any interest of which a director has no knowledge, and could not reasonable be expected to have knowledge, shall be disregarded.

### **13 RECORDS TO BE KEPT**

- (1) The Directors are responsible for ensuring that the Company keeps a record, in writing, of:
  - (a) every unanimous or majority decision taken by the Director; and
  - (b) every declaration by a Director of an interest in an actual or proposed transaction with the Company.
- (2) Any record kept under paragraph (1) must be kept:
  - (a) for at least ten years from the ate of the decision or declaration recorded in it;
  - (b) together with other such records; and
  - (c) in such a way that it is easy to distinguish such records from the Company's other records.

### **14 SPECIFIED NUMBER OF DIRECTORS FOR MAJORITY DECISIONS**

- (1) Subject to paragraph (2), no majority decision shall be taken by the Directors unless at two thirds ("the relevant quorum") participate in the process by which the decision is taken and are entitled to vote on the matter on which the decision is to taken.
- (2) If the Company has one or more Directors, but the total number of Directors is less than the relevant quorum, the Directors may take a majority decision:
  - (a) to appoint further Directors; or
  - (b) that will enable the Members to appoint further Directors.

### **15 CHAIRING OF MAJORITY DECISION MAKING PROCESSES**

- (1) The Directors shall appoint a Director to chair the taking of all majority decision by them.
- (2) If the person appointed under paragraph (1) is for any reason unable or unwilling to chair a particular majority decision making process, the Directors shall appoint another Director to

chair that process.

- (3) The Director may terminate an appointment made under paragraph (1) or paragraph (2) at any time.
- (4) A Director appointed under this article shall be known as the Chair for as long as such appointment lasts.

## **16 DIRECTORS' DISCRETION TO MAKE FURTHER RULES**

- (1) Subject to the Articles, the Directors may make any rule which they think fit about how they take decisions.
- (2) The Directors must ensure that any rule which they make about how they take decisions is communicated to all persons who are Directors while that rule remains in force.

## **17 DEFECT IN APPOINTMENT**

- (1) This article applies if:
  - (a) a decision is taken by the Directors, or a committee of the Directors, or a person acting as a Director; and
  - (b) it is subsequently discovered that a person who, acting as a Director, took, or participated in taking, that decision:
    - (i) was not validly appointed as a Director;
    - (ii) had ceased to hold office as a Director at the time of the decision;
    - (iii) was not entitled to take that decision; or
    - (iv) should, in consequence of a conflict of interest, not have voted in the process by which that decision was taken.
- (2) Where this article applies:
  - (a) the discovery of any defect of the kind specified in paragraph (1)(b) shall not invalidate any decision which has been taken by, or with the participation of, the person in relation to whom that defect existed; and
  - (b) any such decision shall be as valid as if no such defect existed in relation to any person who took it or participated in taking it.

## **PART FIVE: DIRECTORS' APPOINTMENT AND TERMS OF SERVICE**

### **18 MINIMUM NUMBER OF DIRECTORS**

The number of Directors shall not be less than two.

### **19 APPOINTMENT OF DIRECTORS**

- (1) The first Directors shall be the persons named in the Form 10 upon incorporation.
- (2) Thereafter, Directors may be appointed by decision of the Directors.
- (3) No person may be appointed as a Director:
  - (a) unless that person is a Member and (if that person is an individual) is willing to serve as a Director and has attained the age of 18 years; or
  - (b) in circumstances which, if that person had already been a Director, would have resulted in that person ceasing to be a Director under the Articles.
- (4) No powers to appoint Directors may be given to persons who are not Members which immediately after their exercise could result in the majority of the Directors having been appointed by persons who are not Members.

## **20 TERMINATION OF DIRECTORS' APPOINTMENT**

- (1) A person shall cease to be a Director if:
  - (a) that person ceases to be a Member;
  - (b) that person ceases to be a Director by virtue of any provision of the 1985 Act, or is prohibited by law from being a Director;
  - (c) any notice to the Company that that person is resigning or retiring from office as Director takes effect (except that where such resignation or retirement would otherwise lead to the Company having fewer than two Directors, it shall not take effect until sufficient replacement Directors have been appointed);
  - (d) a contract under which that person is appointed as a Director of, or personally performs services for, the Company or any of its subsidiaries terminates, and the Directors decide that that person should cease to be a Director;
  - (e) the Directors decide, at a meeting of Directors, that that person should be removed from office, but such a decision shall not be taken unless the person in question has been given:
    - (i) at least fourteen clear days' notice in writing of the proposal to remove that person from office, specifying the circumstances alleged to justify removal from office; and
    - (ii) a reasonable opportunity of being heard by, or of making representations in writing to, the Directors.
- (2) No powers to remove Directors may be given to persons who are not Members which immediately after their exercise could result in either:
  - (a) the majority of the remaining Directors having been appointed by persons who are not Members; or
  - (b) the number of Directors removed during the financial year of the Company by persons who are not Members exceeding the number of the remaining Directors, but this shall not prevent a Director from appointing, or subsequently removing, an alternate director, if permitted to do so by the Articles.

## **21 DIRECTORS' REMUNERATION AND OTHER TERMS OF SERVICE**

- (1) Subject to the 1985 Act, the Articles, the Company satisfying the community interest test, and any resolution passed under paragraph (2), the Directors may decide the terms (including as to remuneration) on which a Director is to perform Directors' functions, or otherwise perform any service for the Company or any of its subsidiaries.
- (2) The Members may by ordinary resolution limit or otherwise specify the remuneration to which any Director may be entitled, either generally or in particular cases.

## **22 DIRECTORS' EXPENSES**

The Company may meet all reasonable expenses which the Directors properly incur in connection with:

- (a) the exercise of their functions; or
- (b) the performance of any other duty which they owe to, or service which they perform for, the Company or any of its subsidiaries.

## **PART SIX: MEMBERS**

### **23 APPOINTMENT OF MEMBERS**

- (1) The subscribers to the Memorandum are the first Members of the Company.
- (2) Such other persons as agreed to become Members of the Company, whose names are entered in the register of Members, and who are admitted to membership in accordance with the Articles, shall be Members of the Company.
- (3) No person shall be admitted as a Member of the Company unless he, she or it is approved by the Directors.
- (4) Every person who wishes to become a Member shall execute and deliver to the Company an application for membership in such form (and containing such information) as the Directors require.
- (5) The Directors from time to time shall be the only Members of the Company.

### **24 TRANSFER AND TERMINATION OF MEMBERSHIP**

- (1) Membership is not transferable to anyone else.
- (2) Membership is terminated if:
  - (a) the Member dies, ceases to exist or ceases to be a Director; or
  - (b) otherwise in accordance with the Articles.

## **PART SEVEN: GENERAL MEETINGS (MEETINGS OF MEMBERS)**

## **25 ANNUAL GENERAL MEETING**

Unless the Company has elected to dispense with the need to hold an annual general meeting by passing an elective resolution (and that elective resolution remains in effect), the Company shall hold an annual general meeting:

- (a) within 18 months of the Company's date of incorporation and afterwards once in each calendar year (provided that not more than 15 months shall elapse between the date of one annual general meeting of the Company and that of the next); and
- (b) at such date, time and place as the Directors shall determine.

## **26 OTHER GENERAL MEETINGS**

The Directors may decide to call a general meeting at any time.

## **27 NOTICE**

- (1) Notice of general meetings shall be given to every Member, the Directors and the Company's auditors (if any).
- (2) All general meetings shall be called by at least 21 clear days' notice in writing.
- (3) Every notice calling a general meeting shall specify:
  - (a) the place, date and time of the meeting; and
  - (b) the general nature of the business to be transacted.
- (4) In the case of an annual general meeting, the notice shall specify that the meeting is an annual general meeting.
- (5) If a special resolution is to be proposed, the notice shall contain a statement to that effect and set out the text of the special resolution.

## **28 QUORUM**

- (1) No business shall be transacted at any general meeting unless a quorum is present.
- (2) The quorum for a general meeting shall be two. Members present in person (or, in the case of a corporate Member, by its duly appointed representative) and entitled to vote on the business to be transacted.
- (3) If a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned for a minimum of seven days until such time as the Directors determine.

## **29 CONDUCT OF BUSINESS - GENERAL**

- (1) The Chair or, in the absence of the Chair, some other Member chosen by the Members shall preside as chair of the general meeting.

- (2) The chair:
  - (a) may adjourn the meeting from time to time and from place to place, with the consent of a meeting at which a quorum is present; and
  - (b) shall do so if so directed by the meeting or in accordance with the Articles.
- (3) 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.
- (4) 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.
- (5) Except as required by law, all decisions of the Members at a general meeting shall be made by ordinary resolution.

### **30 VOTING PROCEDURES**

- (1) Every Member present in person or by proxy (or, in the case of a corporate Member, by its duly appointed representative) shall have one vote.
- (2) A person who is not a Member shall not have any right to vote at a general meeting of the Company (except as the proxy or (or in the case of a corporate Member) duly authorised representative of a Member).
- (3) Paragraphs (1) and (2) are without prejudice to any right to vote on a resolution affecting the rights attached to a class of the Company's debentures.
- (4) A declaration by the chair that a resolution has been:
  - (a) carried;
  - (b) carried unanimously, or by a particular majority;
  - (c) lost; or
  - (d) not carried by a particular majority, andan 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.
- (5) In the case of an equality of votes, the chair shall be entitled to a casting vote in addition to any other vote he or she may have as a Member.
- (6) The proceedings at any general meeting shall not be invalidated by reason of any accidental informality or irregularity (including with regard to the giving of notice) or any want of qualification in any of the persons present or voting.
- (7) No objection shall be raised to the qualification of any voter except at the general 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 chair whose decision shall be final and binding.

### **31 MINUTES**

- (1) The Directors shall cause minutes to be made, in writing, of all proceedings at general meetings of the Company.
- (2) Any such minute, if purported to be signed by the chair of the meeting, or by the chair of the next succeeding general meeting, shall be sufficient evidence of the proceedings.

## **PART EIGHT: MISCELLANEOUS**

### **32 COMPANY SECRETARY**

- (1) Subject to the provisions of the 1985 Act, the Directors shall appoint any person to act as Company Secretary for such term and at such remuneration and upon such other conditions as they may think fit.
- (2) The Directors may decide to remove a person from the office of Secretary at any time.

### **33 ACCOUNTS AND REPORTS**

- (1) The Directors shall comply with the requirements of the 1985 Act and any other applicable law as to keeping financial records, the audit or examinations of accounts and the preparation and transmission to the Registrar of Companies of annual reports and accounts.
- (2) Subject to paragraph (3), the Company's statutory books and accounting records shall be open to inspection by the Members during usual business hours.
- (3) The Company may in general meeting impose reasonable restrictions as to the time at which and the manner in which the statutory books and accounting records of the Company may be inspected by Members.

### **34 NOTICES**

- (1) Except where the Articles provide otherwise, any notice to be given to or by any person under the Articles shall be in writing to an address for the time being notified for that purpose to the person giving the notice.
- (2) The Company may give any notice to any person under the Articles:
  - (a) in person;
  - (b) by sending it by post in a prepaid envelope addressed to that person at that person's registered address, or by leaving it at that address;
  - (c) by fax or by electronic communication to an address provided for that purpose; or
  - (d) by posting it on a website, where the recipient has been notified of such posting in a manner agreed by that person.
- (3) A person present at any meeting shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.

(4) Proof that:

- (a) an envelope containing a notice was properly addressed, prepaid and posted; or
- (b) that an electronic communication or fax has been transmitted to the correct address or number,

shall be conclusive evidence that the notice was given.

(5) A notice shall, unless the contrary is proved, be deemed to be given:

- (a) at the expiration of 48 hours after the envelope containing it was posted; or
- (b) in the case of a notice contained in an electronic communication or fax, at the expiration of 48 hours after the time it was transmitted.

### **35 INDEMNITY**

(1) Subject to the 1985 Act, a Director shall be indemnified out of the Company's assets against any expenses which that Director incurs:

- (a) in defending civil proceedings in relation to the affairs of the Company (unless judgement is given against the Director and the judgement is final);
- (b) in defending criminal proceedings in relation to the affairs of the Company (unless the Director is convicted and the conviction is final);
- (c) in connection with any application for relief from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company (unless the Court refused to grant the Director relief, and the refusal is final).

(2) Judgement, conviction or refusal of relief becomes final if the period for bringing an appeal or any further appeal has ended and any appeal brought is determined, abandoned or otherwise ceases to have effect.

(3) This article is without prejudice to any other indemnity to which a Director may be entitled.

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Names, Addresses and Signatures of Subscribers

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Edmund Che-Hung Kung  
Flat 41, Woodhall House  
Fitzhugh Grove  
London  
SW18 3SA



Michael Pang  
Flat 20, Medland House  
11 Branch Road  
London  
E14 7JT



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Dated the 17<sup>th</sup> August 2006

Witness to the above Signatures:

Linda Jin  
27 Gloucester Place  
London W1U 8HU

