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**The Companies Acts 1985 to 2006**

**Company Limited by Shares**

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**Memorandum of Association of Barracuda UK Limited**

- 1 The Company's name is ~~BARRACUDA~~ Limited<sup>1</sup>
- 2 The Company's registered office is to be situated in England and Wales
- 3 The Company's objects are<sup>2</sup>
  - (1) To carry on the business of general merchants, importers, exporters, manufacturers, dealers, traders, brokers and factors of every kind, whether by mail order or otherwise, both wholesale or retail, in every description of property, goods and merchandise
  - (2) To import, export, buy, sell, exchange, barter, distribute, trade, contract or otherwise deal in and turn to account goods, materials, commodities, produce and merchandise of every class and description in a prepared, manufactured, semi-manufactured or raw state and to manufacture, construct, assemble, design, refine, develop, alter, convert, refit, repair, treat, render marketable, process or otherwise produce materials, fuels, chemicals, substances and industrial, commercial and consumer products of all kinds
  - (3) To carry on the business of dealing in real and personal property and to purchase, take on lease or in exchange, or otherwise acquire, hold, sell, take and grant options on, improve, develop, construct, exploit, maintain, broke and underwrite transactions in relation to any land, buildings or personal property wherever situate, and rights and interests therein
  - (4) To act and carry on the business of a holding company and all matters incidental thereto including but without limitation, to co-ordinate the policy and administration of and manage any corporate body or business or group of corporate bodies or businesses in which the company is a member or participant or which is controlled by or associated with the Company in any manner, to assist financially, subsidise or enter into subvention and other agreements with any such body or business, and to provide for any such body or business administrative, executive, managerial, secretarial and accountancy services, staff, premises, social or welfare services and facilities of any kind, to act as secretaries, directors, registrars, managers and agents thereof and to do anything which will or may promote the efficiency and profitability of any such corporate body or business or group of corporate bodies or businesses
  - (5) To manage, farm or let (whether furnished or unfurnished) any land or buildings or any part thereof or any rights or interests therein for any period and at such rent and on such conditions as the directors see fit, to lay out roads and gardens and recreation grounds, to pull down, alter and improve land or buildings, to plant, drain or otherwise improve land or any part thereof, and to build, install or improve electric, gas, water and other fittings
  - (6) To carry on business as property developers, builders and decorators, joiners, plumbers, carpenters, engineers, electricians, sanitary engineers and merchants of any kind

<sup>1</sup> The company's name was changed to Barracuda UK Limited by special resolution dated 29 September 2008

<sup>2</sup> As amended by special resolution dated 23 September 2008

- (7) To carry on business as consultants, advisers and/or managers in relation to any land or buildings whether freehold or leasehold or any other property, whether real or personal, wherever situate, or any rights or interest therein
- (8) To acquire, upon such terms and in such manner as the directors see fit, the shares, stocks, debentures, debenture stock, annuities, warrants, bonds, units, obligations and securities or any interest therein of any person, company, fund or trust
- (9) To acquire, upon such terms and in such manner as the directors see fit, the whole or any part of the undertaking, property and assets, or any interest therein, and to undertake the whole or any of the liabilities or obligations of, and to acquire and carry on the business of, any person or company
- (10) To sell, exchange, mortgage, charge, lease or grant licences, easements, options and other rights over, or in any other manner deal with, or dispose of, the whole or any part of the undertaking, property and assets (present and future) of the Company (including, without limitation to the generality of the foregoing, all or any shares, stocks, debentures, debenture stock, annuities, warrants, bonds, units, obligations and securities of the Company) for any consideration and in particular, but without prejudice to the generality of the foregoing, for shares, stock, debentures, debenture stock or other securities of any company
- (11) To provide services of all descriptions and to undertake and execute agency or commission work of all kinds and to act generally as agents, factors, brokers, managers, consultants and advisers for the sale and purchase of every description of property, goods and merchandise and the provision of every type of service
- (12) To manufacture, process, import, export, deal in and store any goods and other things, and to carry on the business of manufacturers, processors, importers, exporters and storers of and dealers in any goods and other things
- (13) To apply for, register, purchase, or by any other means obtain or seek to obtain, upon such terms and in such manner as the directors see fit, any patent rights, licences, secret processes, trade marks, designs, brevets d'invention, or other industrial or business rights, protections or concessions, to use, alter, grant licences, options, interests or privileges in respect of, manufacture under, expend money in experimenting upon and improving and otherwise deal in the same, and to carry on the business of an inventor, designer or research organisation
- (14) To advertise, market and sell the products and services of the Company and to carry on the business of advertisers and advertising agents and of a marketing or selling organisation and of a supplier, wholesaler, retailer, merchant or dealer of any kind
- (15) To borrow and raise money and to secure or discharge any debt, liability or obligation, whether of the Company or any other person, upon such terms and in such manner as the Company sees fit, and in particular, but without prejudice to the generality of the foregoing, by mortgaging or charging or providing any other security over the whole or any part of the undertaking, property and assets (whether present or future), and uncalled capital of the Company or by the creation and issue of any securities of the Company
- (16) To lend or advance money and to give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing, any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with the Company) in such circumstances and upon such terms and conditions as the Company may think fit and to carry on business as a banking, finance or insurance company
- (17) To enter into guarantees, contracts of indemnity and suretyships of all kinds, whether or not the company shall receive any consideration in respect of, or derive any

commercial benefit from the same, on such terms and in such manner as the directors see fit, and in particular but without prejudice to the generality of the foregoing, to guarantee, underwrite, support or secure, as aforesaid, and whether by personal obligation or by mortgaging or charging or providing any other security over the whole or any part of the undertaking, property or assets (whether present or future) and uncalled capital of the Company or by the creation and issue of any securities of the Company, the performance of any obligations or commitments or satisfaction of any liabilities of any person or company including, but without prejudice to the generality of the foregoing, any company which is for the time being a subsidiary or holding company or a subsidiary undertaking or parent undertaking of the Company or another subsidiary of a holding company of the Company or another subsidiary undertaking of a parent undertaking of the Company or is otherwise associated with the Company

- (18) To draw, make, accept, issue, execute, endorse, discount and deal in bills of exchange, promissory notes, bills of lading, debentures, warrants and other instruments and securities, whether negotiable or otherwise
- (19) To promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid
- (20) To remunerate any person, firm or company rendering services to the Company either by cash payment or so far as permitted by law by the allotment to him or them of shares or other securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient
- (21) To act in a fiduciary capacity of any sort including (but without prejudice to the generality of the foregoing) to undertake the duties of a trustee of trust deeds or other instruments constituting debentures, debenture stock, bonds and other securities, or of wills and settlements, and of an executor or administrator of estates, or to act as and undertake the duties of a nominee, a custodian trustee, a trustee of a unit trust, a trustee for charitable or other institutions, a trustee for pension, benevolent or other funds, and as a manager or director of business or companies whether limited or unlimited, and generally to undertake all and any duties normally undertaken by a trust corporation and either with or without remuneration
- (22) To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or superannuation funds and to give or procure the giving of donations, gratuities, pensions, allowances and emoluments to any persons who are or were at any time directors or officers of or in the service or employment of the Company or of any company which is a subsidiary or holding company of the Company or a subsidiary of another subsidiary of a holding company of the Company or otherwise associated with the Company and to the wives, widows, families and dependants of any such persons, and to make payments for or towards the insurance of such persons and generally to make such provision for the well-being of any of the aforementioned persons as the directors see fit and, without prejudice to the generality of the foregoing, to establish, subsidise or subscribe money to any associations, societies, trusts, clubs and institutions as the directors see fit
- (23) To establish and maintain or procure the establishment and maintenance of all forms of employee share option and share incentive schemes and such other option, incentive or bonus schemes (whether or not involving shares or securities in or of the Company) on such terms as the directors see fit
- (24) To make payment for any charitable, benevolent, public, national, educational, general or useful purpose

- (25) To purchase and maintain insurance for or for the benefit of any persons who are or were at any time directors, officers or employees or auditors of the Company, or of any other company which is its holding company or parent undertaking or in which the Company or such holding company or parent undertaking or any of the predecessors of the Company or of such holding company or parent undertaking has any interest whether direct or indirect or which is in any way allied to or associated with the Company, or of any subsidiary undertaking of the Company or of any such other company, or who are or were at any time trustees of any pension fund in which any employees of the Company or of any such other 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 execution and/or discharge of their duties and/or in the exercise or purported exercise of their powers and/or otherwise in relation to their duties, powers or offices in relation to the Company or any such other company, subsidiary undertaking or pension fund and to such extent as may be permitted by law otherwise to indemnify or to exempt any such person against or from any such liability, for the purposes of this clause **holding company parent undertaking** and **subsidiary undertaking** shall have the same meanings as in the Companies Act 2006
- (26) To provide technical, cultural, artistic, educational, entertainment or business facilities or services and to carry on any business involving any such provision
- (27) Upon such terms and in such manner as the directors see fit, to enter into any arrangements with any government, authority, person or company to obtain from the same any decrees, orders, instruments, legislation, rights, charters, privileges, franchises and concessions and to carry out, give effect to, exercise and comply with the same
- (28) To amalgamate or enter into any partnership, joint venture, profit sharing arrangement or co-operative or other arrangement for the pursuit of mutual interests with any person or company
- (29) To issue and allot securities of the Company for cash or in payment or part payment for any real or personal property or interest therein, purchased or otherwise acquired by the Company or any services rendered to the Company or as security for any obligation or amount (even if less than the nominal amount of such securities) or for any other purpose
- (30) To accept any shares, stock, debentures, debenture stock or other securities of any other company in payment or part payment for any services rendered or for any sale made to or debt owing from any such company
- (31) To invest the moneys of the Company in any investments, and to hold, sell or otherwise deal with such investments, and to carry on the business of an investment company
- (32) To pay all costs, charges and expenses preliminary or incidental to the formation, promotion, establishment and incorporation of the Company and the issue of its capital, including brokerage and commissions for obtaining applications for, or taking, placing or underwriting or procuring the underwriting of shares, debentures or other securities of the Company
- (33) To procure the registration, incorporation or recognition of the Company in or under the laws of any place or country in the world
- (34) Subject to and in accordance with due compliance with the provisions of Section 155 to 158 (inclusive) of the Companies Act 1985 (if and so far as such provisions shall be applicable), to give, whether directly or indirectly, any kind of financial assistance (as

defined in Section 152(1)(a) of the Companies Act 1985) for any such purpose as is specified in Section 151 of the Companies Act 1985

- (35) To distribute any of the property or assets of the Company amongst its creditors and members in specie or kind
- (36) To cease carrying on any business or activity of the Company or any part of any such business or activity, and to procure the winding up or dissolution of the Company
- (37) To do all or any of the things or matters mentioned above in any part of the world, on any terms and in any manner as the directors see fit, and whether as principal, agent, contractor, trustee or otherwise and either alone or in conjunction with others and by or through agents, trustees, sub-contractors or otherwise
- (38) To do all such other things as in the opinion of the directors may be carried on in connection with or ancillary to any or all of the above objects or which is capable of being carried on for the benefit of the Company

4 It is hereby declared that

- (1) The word **company** in this Clause, except where used in reference to this Company, shall include any partnership or other body, or association of persons, whether incorporated or not and whether domiciled or resident in the United Kingdom or elsewhere, and
- (2) Each and every object specified in the different paragraphs of this Clause shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object specified in any such paragraph or from the terms of any other paragraph or the name of the Company, but may be carried out in as full and ample a manner and shall be construed in as wide a sense as if each object and each of the said paragraphs defined the objects of a separate, distinct and independent company

5 The liability of the members is limited

6 The Company's share capital is £100 divided into 100 ordinary shares of £1 each

We, the subscribers 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 respective names

## **The Companies Acts 1985 to 2006**

# **Articles of Association of Barracuda UK Limited<sup>1</sup>**

(Articles of Association adopted by way of a Special Resolution dated 23 September 2008)

## **1 Preliminary**

### **1.1 Definitions**

In these articles

**Act** means the Companies Acts 1985 including any statutory modification or re-enactment of the same for the time being in force and any provisions of the Companies Act 2006 for the time being in force, and

**Table A** means Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (as amended so as to affect companies first incorporated on the date of the adoption of these articles)

### **1.2 Table A to apply as modified**

The regulations contained in Table A, save as excluded or varied by or inconsistent with these articles, shall apply to the company and together with these articles shall constitute the regulations of the company

## **2 Share capital**

### **2.1 Directors' authorities to allot**

The directors are generally and unconditionally authorised during the period of five years from the date of adoption of these articles to offer, allot, grant options over or otherwise dispose of relevant securities (as defined in section 80(2) of the Act) of the company up to the maximum nominal amount of the authorised but unissued share capital of the company at the date of these articles to such persons at such times and on such terms and conditions as they think fit and to make any offer or agreement of the kind referred to in section 80(7) of the Act. Section 89(1) of the Act shall not apply to the company

### **2.2 Lien**

The company shall have a first and paramount lien on every share (whether or not it is a fully paid share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share. The company shall also have a first and paramount lien on all shares (whether fully paid or not) standing registered in the name of any member whether solely or in the name of one of two or more joint holders for all moneys presently payable by him or his estate to the company. The directors may at any time declare any share to be wholly or in part exempt from the provisions of this article. The company's lien, if any, on a share shall extend to all dividends payable on it and any other amounts payable in respect of it. Regulation 8 of Table A shall not apply to the company

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<sup>1</sup> The company's name was changed from DWSCO 2759 Limited to the above by special resolution on 23 September 2008

## **2.3 Execution of transfer**

No instrument of transfer of a share agreed to be taken by a subscriber to the memorandum of association of the company need be executed by or on behalf of the transferee Regulation 23 of Table A shall be modified accordingly

## **2.4 Directors' power to refuse transfer**

The directors may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any share, whether or not it is a fully paid share Regulation 24 of Table A shall be modified accordingly

# **3 General meetings**

## **3.1 Quorum**

Regulation 41 of Table A shall be amended by the addition at the end of the following sentence "If at the adjourned meeting a quorum is not present within fifteen minutes from the time appointed for the meeting, or if during the adjourned meeting a quorum ceases to be present, the member or members present, if he or they together hold(s) a majority in nominal value of such part of the issued share capital of the company as confers the right to attend and vote at general meetings of the company, shall be a quorum "

## **3.2 Right to demand a poll**

Regulation 46 of Table A shall be replaced with the following "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

(a) by the chairman, or

(b) by any member present in person or by proxy and entitled to vote

## **3.3 Lodging of proxies**

3.3.1 Sub-paragraph (a) of regulation 62 of Table A shall be replaced with the following

"(a) in the case of an instrument in writing, be deposited or received by post or fax at the office or at such other place 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 not less than 48 hours or such shorter period as the directors may allow before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or"

3.3.2 Sub-paragraph (b) of regulation 62 of Table A shall be modified by the addition after the words "24 hours" of the words "or such shorter period as the directors may allow"

# **4 Directors**

## **4.1 Number of directors**

Unless and until the company in general meeting shall otherwise determine, there shall be no maximum number of directors and the minimum number of directors shall be one Regulation 64 of Table A shall not apply to the company If and so long as there is one director, that director may act alone in exercising all the powers and authorities vested in the directors and regulations 89 and 90 of Table A shall be modified accordingly

## **4.2 Alternate directors**

An alternate director shall be entitled to receive notice of a meeting whether or not he is absent from the United Kingdom. Regulation 66 of Table A shall be modified accordingly. The words "approved by resolution of the directors and" shall be deleted from regulation 65 of Table A.

## **4.3 Members' directions to directors by ordinary resolution**

In regulation 70 of Table A the words "ordinary resolution" shall be substituted for the words "special resolution".

## **4.4 Delegation of powers**

The words "or such person or persons as the directors may think fit" shall be added at the end of the first sentence of regulation 72 of Table A.

## **4.5 Appointment and removal of directors**

A member or members holding a majority in nominal value of the issued ordinary shares for the time being in the company may appoint any person or persons as director or directors, either as an addition to the existing directors or to fill any vacancy, and to remove from office any director howsoever appointed. Any such appointment or removal shall be effected by an instrument in writing signed by the member or members making the same, or in the case of a member being a company signed by one of its directors on its behalf and may consist of several documents in like form and shall take effect upon lodgement at the office of the company. Regulations 76 to 79 (inclusive) of Table A shall not apply to the company.

## **4.6 Casual vacancies**

The directors shall have power at any time and from time to time to appoint any person to be a director either to fill a casual vacancy or as an addition to the existing directors, 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. Any director so appointed shall hold office until he is removed or ceases to be a director in accordance with these articles.

## **4.7 Compulsory vacation of office**

Regulation 81 of Table A shall be amended by the deletion of the whole of paragraph (e).

## **5 Executive directors**

The final sentence of regulation 84 of Table A shall not apply to the company.

## **6 Directors' interests**

### **6.1 Interests and disclosure generally**

For the purposes of regulation 85 of Table A and this article 6

- (a) a general notice given to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified, and



- (b) an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his, and
- (c) an interest of a person who is, for any purpose of the Act (excluding any statutory modification thereof not in force when this regulation becomes binding on the company), connected with a director shall be treated as an interest of the director and, in relation to an alternate director, an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise

Regulation 86 of Table A shall be modified accordingly

## **6.2 Voting**

A director may vote as a director in regard to any matter in which he has, directly or indirectly, an interest or duty which conflicts or may conflict with the interests of the company or upon any matter arising therefrom provided such director has disclosed to the directors the nature and extent of any such interest or duty. If he shall so vote his vote shall be counted and he shall be counted in the quorum when any such matter is under consideration. Regulations 94 to 98 of Table A shall not apply to the company

## **6.3 Professional services**

Provided that he has disclosed to the directors the nature and extent of his interest (and without limiting the generality of regulation 85 of Table A), a director may act by himself or his firm in any professional capacity for the company and he or his firm may be entitled to remuneration for professional services as if he were not a director, provided that nothing in these articles contained shall authorise a director or his firm to act as auditor to the company

## **7 Proceedings of directors**

### **7.1 Notices to directors**

A director shall be entitled to receive notice of a meeting whether or not he is absent from the United Kingdom. Regulation 88 of Table A shall be modified accordingly

### **7.2 Telephone meetings**

All or any of the directors or members of any committee of the directors may participate in a meeting of the directors or that committee by means of a conference telephone or other communication equipment which allows all those participating in the meeting to hear and speak to each other. Subject to these articles, a person so participating shall be counted as present in person at the meeting, shall be counted in a quorum and shall be entitled to vote. A meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the meeting then is

## **8 Notices**

### **8.1 Manner of giving notice**

8.1.1 At the end of regulation 111 of Table A there shall be added the following new sentence "Communications by facsimile transmission or telex shall be deemed to be in writing "

8.1.2 In regulation 112 of Table A after the words "in a pre-paid envelope" there shall be added "or by facsimile transmission or telex". The final sentence of regulation 112 of Table A shall be deleted and replaced with the following "A member shall be entitled to receive notice from the company whether or not his registered address is within the United Kingdom "

## **8.2 Proof of notice**

Regulation 115 of Table A shall be replaced with the following "Proof that an envelope containing a notice was properly addressed, pre-paid and posted or that a facsimile transmission or telex was despatched to the correct fax or telex number shall be conclusive evidence that the notice was given Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given A notice sent by post shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted and a notice contained in an electronic communication shall be deemed to be given at the expiration of 48 hours after the time it was sent A notice sent by facsimile transmission or telex shall be deemed to be given when sent "

## **9 Indemnity and insurance**

### **9.1 Indemnity**

9 1 1 Subject to the provisions of, and so far as may be consistent with, the Act, every director of the Company may if the board of directors so determines be indemnified by the Company out of its own funds against

- (a) any liability incurred by or attaching to him in connection with any negligence, default, breach of duty or breach of trust by him in relation to the company other than
  - (i) any liability to the company or any associated company (as defined in section 256 of the Companies Act 2006 (the **2006 Act**)), and
  - (ii) any liability of the kind referred to in section 234(3) of the 2006 Act, and
- (b) any other liability incurred by or attaching to him in the actual or purported execution and/or discharge of his duties and/or the exercise or purported exercise of his powers and/or otherwise in relation to or in connection with his duties, powers or office

Where a director is indemnified against a liability in accordance with this regulation, the indemnity shall extend to all costs, charges, losses, expenses and liabilities incurred by him

9 1 2 Subject to the provisions of, and so far as may be consistent with, the Act, every company secretary of the company and any other officer of the company (other than a director or auditor of the company) may if the board of directors so determines be indemnified by the company out of its own funds against any liability however arising incurred by or attaching to him in connection with the actual or purported execution and/or discharge of his duties and/or the exercise or purported exercise of his powers and/or otherwise in relation to or in connection with his duties, powers or office Where a secretary or other officer is indemnified against a liability in accordance with this regulation, the indemnity shall extend to all costs, charges, losses, expenses and liabilities incurred by him

9 1 3 Regulation 118 of Table A shall not apply to the company

9 1 4 Subject to the provisions of and so far as may be permitted by the Act, the company may

- (a) provide a director, company secretary or other officer (other than an auditor) of the company with funds to meet expenditure incurred or to be incurred by him in defending any criminal or civil proceedings referred to in section 205(1)(a)(i) of the 2006 Act or in connection with any application under the provisions mentioned in section 205(1)(a)(ii) of the 2006 Act, and
- (b) may do anything to enable that person to avoid incurring such expenditure,

but so that, in the case of a director, the terms set out in section 205(2) of the 2006 Act shall apply to any such provision of funds or other things done

## **9.2 Insurance**

The directors may exercise all the powers of the company to purchase and maintain insurance for the benefit of any person who is or was

- (a) an officer or employee of a Relevant Company, or
- (b) trustee of a retirement benefits scheme or another trust in which any person who is or was an officer or employee of a Relevant Company is or has been interested,

indemnifying him against liability for negligence, default, breach of duty, breach of trust or another liability which may lawfully be insured against by the company **Relevant Company** means the company, any parent or subsidiary undertaking of the company, or any other body, whether or not incorporated, in which the company or any parent or subsidiary undertaking of the company or any of their predecessors has or had any interest (direct or indirect) or which is in any way allied to or associated with the company or parent or subsidiary undertaking of the company Short form articles of association for private company (single member/subsidiary)