



**FILE COPY**

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

Company No. 7135691

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

**MOFO THIRTY-ONE LIMITED**

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by shares, and the situation of its registered office is in England/Wales

Given at Companies House on **26th January 2010**



**\*N07135691J\***



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

IN01

Application to register a company

006975/20



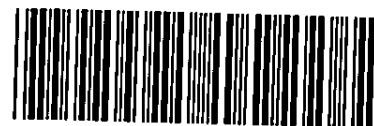
iris  
LASERFORM

A fee is payable with this form.  
Please see 'How to pay' on the last page.

✓ **What this form is for**  
You may use this form to register a  
private or public company.

✗ **What this form is NOT for**  
You cannot use this form to register  
a limited liability partnership.  
this, please use form LL IN01

WEDNESDAY



A60 20/01/2010 4  
COMPANIES HOUSE

Part 1 Company details

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals.

All fields are mandatory unless  
specified or indicated by \*

A1 Company details

Please show the proposed company name below.

Proposed company  
name in full ①

MOFO THIRTY-ONE LIMITED

For official use

① Duplicate names

Duplicate names are not permitted. A  
list of registered names can be found on  
our website. There are various rules  
that may affect your choice of name.  
More information is available at:  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

A2 Company name restrictions ②

Please tick the box only if the proposed company name contains sensitive  
or restricted words or expressions that require you to seek comments of a  
government department or other specified body.

☐ I confirm that the proposed company name contains sensitive or restricted  
words or expressions and that approval, where appropriate, has been  
sought of a government department or other specified body and I attach a  
copy of their response.

② Company name restrictions

A list of sensitive or restricted words  
or expressions that require consent  
can be found in guidance available  
on our website:  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

A3 Exemption from name ending with 'Limited' or 'Cyfyngedig' ③

Please tick the box if you wish to apply for exemption from the requirement to  
have the name ending with 'Limited', 'Cyfyngedig' or permitted alternative.

☐ I confirm that the above proposed company meets the conditions for  
exemption from the requirement to have a name ending with 'Limited',  
'Cyfyngedig' or permitted alternative.

③ Name ending exemption

Only private companies that are  
limited by guarantee and meet other  
specific requirements are eligible to  
apply for this.  
For more details, please go to our  
website:  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

A4 Company type ④

Please tick the box that describes the proposed company type and members'  
liability (only one box must be ticked):

- ☐ Public limited by shares  
☒ Private limited by shares  
☐ Private limited by guarantee  
☐ Private unlimited with share capital  
☐ Private unlimited without share capital

④ Company type

If you are unsure of your company's  
type, please go to our website:  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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## Application to register a company

**A5****Situation of registered office ①**

Please tick the appropriate box below that describes the situation of the proposed registered office (only one box must be ticked):

- ☒ England and Wales  
☐ Wales  
☐ Scotland  
☐ Northern Ireland

**① Registered office**

Every company must have a registered office and this is the address to which the Registrar will send correspondence.

For England and Wales companies, the address must be in England or Wales.

For Welsh, Scottish or Northern Ireland companies, the address must be in Wales, Scotland or Northern Ireland respectively.

**A6****Registered office address ②**

Please give the registered office address of your company.

Building name/number	C/o MoFo Notices Limited
Street	CityPoint, One Ropemaker Street
Post town	London
County/Region	
Postcode	E C 2 Y 9 A W

**② Registered office address**

You must ensure that the address shown in this section is consistent with the situation indicated in section A5.

You must provide an address in England or Wales for companies to be registered in England and Wales.

You must provide an address in Wales, Scotland or Northern Ireland for companies to be registered in Wales, Scotland or Northern Ireland respectively.

**A7****Articles of association ③**

Please choose one option only and tick one box only.

- |          |  |
|----------|--|
| Option 1 | <p>I wish to adopt one of the following model articles in its entirety. Please tick only <b>one</b> box.</p> <p><input type="checkbox"/> Private limited by shares<br/><input type="checkbox"/> Private limited by guarantee<br/><input type="checkbox"/> Public company</p>   |
| Option 2 | <p>I wish to adopt the following model articles with additional and/or amended provisions. I attach a copy of the additional and/or amended provision(s). Please tick only <b>one</b> box.</p> <p><input type="checkbox"/> Private limited by shares<br/><input type="checkbox"/> Private limited by guarantee<br/><input type="checkbox"/> Public company</p> |
| Option 3 | <p><input checked="" type="checkbox"/> I wish to adopt entirely bespoke articles. I attach a copy of the bespoke articles to this application.</p>   |

**③** For details of which company type can adopt which model articles, please go to our website: [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

**A8****Restricted company articles ④**

Please tick the box below if the company's articles are restricted.

☐**④ Restricted company articles**

Restricted company articles are those containing provision for entrenchment. For more details, please go to our website: [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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Application to register a company

**Part 2 Proposed officers**

For private companies the appointment of a secretary is optional, however, if you do decide to appoint a company secretary you must provide the relevant details. Public companies are required to appoint at least one secretary.

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

**For a secretary who is an individual, go to Section B1; For a corporate secretary, go to Section C1; For a director who is an individual, go to Section D1; For a corporate director, go to Section E1.**

**Secretary****B1 Secretary appointments ①**

Please use this section to list all the secretary appointments taken on formation.  
**For a corporate secretary, complete Sections C1-C5.**

Title *	N/A
Full forename(s)	
Surname	
Former name(s) ②	

**① Corporate appointments**  
For corporate secretary appointments, please complete section C1-C5 instead of section B.

**Additional appointments**  
If you wish to appoint more than one secretary, please use the 'Secretary appointments' continuation page.

**② Former name(s)**  
Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

**B2 Secretary's service address ③**

Building name/number	N/A
Street	
Post town	
County/Region	
Postcode	
Country	

**③ Service address**  
This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of secretaries as the company's registered office.

If you provide your residential address here it will appear on the public record.

**B3 Signature ④**

I consent to act as secretary of the proposed company named in **Section A1.**

Signature	Signature X
-----------	----------------

**④ Signature**  
The person named above consents to act as secretary of the proposed company.

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Application to register a company

**Corporate secretary****C1 Corporate secretary appointments ①**

	Please use this section to list all the corporate secretary appointments taken on formation.						
Name of corporate body/firm	MoFo Secretaries Limited						
Building name/number	CityPoint						
Street	One Ropemaker Street						
Post town	London						
County/Region							
Postcode	E	C	2	Y		9	A W
Country	United Kingdom						

**① Additional appointments**  
If you wish to appoint more than one corporate secretary, please use the 'Corporate secretary appointments' continuation page.

**Registered or principal address**  
This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number.

**C2 Location of the registry of the corporate body or firm**

Is the corporate secretary registered within the European Economic Area (EEA)?  
 → **Yes** Complete **Section C3** only  
 → **No** Complete **Section C4** only

**C3 EEA companies ②**

	Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register.						
Where the company/firm is registered ③	England and Wales						
Registration number	05502549						

**② EEA**  
A full list of countries of the EEA can be found in our guidance: [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

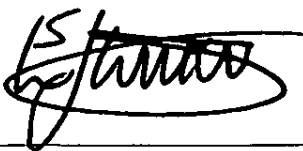
**③** This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC).

**C4 Non-EEA companies**

	Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register.						
Legal form of the corporate body or firm	N/A						
Governing law							
If applicable, where the company/firm is registered ④							
Registration number							

**④ Non-EEA**  
Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register.

**C5 Signature ⑤**

	I consent to act as secretary of the proposed company named in <b>Section A1</b> .						
Signature	Signature X  X						

**⑤ Signature**  
The person named above consents to act as corporate secretary of the proposed company.

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Application to register a company

**Director****D1****Director appointments ①**

Please use this section to list all the director appointments taken on formation.  
For a corporate director, complete Sections E1-E5.

Title *	Mr
Full forename(s)	Edward John
Surname	Lukins
Former name(s) ②	
Country/State of residence ③	United Kingdom
Nationality	British
Date of birth	d2 d1 m0 m2 y1 y9 y6 y6
Business occupation (if any) ④	Solicitor

**① Appointments**

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

**② Former name(s)**

Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

**③ Country/State of residence**

This is in respect of your usual residential address as stated in section D4.

**④ Business occupation**

If you have a business occupation, please enter here. If you do not, please leave blank.

**Additional appointments**

If you wish to appoint more than one director, please use the 'Director appointments' continuation page.

**D2****Director's service address ⑤**

Please complete the service address below. You must also fill in the director's usual residential address in Section D4.

Building name/number	c/o MoFo Notices Limited
Street	Citypoint
	One Ropemaker Street
Post town	London
County/Region	
Postcode	E C 2 Y 9 A W
Country	United Kingdom

**⑤ Service address**


This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.

If you provide your residential address here it will appear on the public record.

**D3****Signature ⑥**

I consent to act as director of the proposed company named in Section A1.

Signature	Signature X  X
-----------	--

**⑥ Signature**

The person named above consents to act as director of the proposed company.

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Application to register a company

**Director****D1****Director appointments ①**

Please use this section to list all the director appointments taken on formation.  
For a corporate director, complete Sections E1-E5.

Title *	N/A
Full forename(s)	
Surname	
Former name(s) ②	
Country/State of residence ③	
Nationality	
Date of birth	<div>d</div> <div>d</div> <div>m</div> <div>m</div> <div>y</div> <div>y</div> <div>y</div> <div>y</div>
Business occupation (if any) ④	

**① Appointments**

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

**② Former name(s)**

Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

**③ Country/State of residence**

This is in respect of your usual residential address as stated in Section D4.

**④ Business occupation**

If you have a business occupation, please enter here. If you do not, please leave blank.

**Additional appointments**

If you wish to appoint more than one director, please use the 'Director appointments' continuation page.

**D2****Director's service address ⑤**

Please complete the service address below. You must also fill in the director's usual residential address in Section D4.

Building name/number	N/A
Street	
Post town	
County/Region	
Postcode	<div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div>
Country	

**⑤ Service address**

This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.

If you provide your residential address here it will appear on the public record.

**D3****Signature ⑥**

I consent to act as director of the proposed company named in Section A1.

Signature	<div>Signature</div> <div>X</div>
-----------	-----------------------------------

**⑥ Signature**

The person named above consents to act as director of the proposed company.

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Application to register a company

**Corporate director****E1 Corporate director appointments ①**

Please use this section to list all the corporate directors taken on formation.

Name of corporate body or firm

N/A

Building name/number

Street

Post town

County/Region

Postcode

Country

**① Additional appointments**

If you wish to appoint more than one corporate director, please use the 'Corporate director appointments' continuation page.

**Registered or principal address**

This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number.

**E2 Location of the registry of the corporate body or firm**

Is the corporate director registered within the European Economic Area (EEA)?

→ Yes Complete **Section E3 only**→ No Complete **Section E4 only****E3 EEA companies ②**

Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register.

Where the company/firm is registered ③

N/A

Registration number

**② EEA**

A full list of countries of the EEA can be found in our guidance: [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

③ This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC).

**E4 Non-EEA companies**

Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register.

Legal form of the corporate body or firm

N/A

Governing law

If applicable, where the company/firm is registered ④

If applicable, the registration number

**④ Non-EEA**

Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register.

**E5 Signature ⑤**I consent to act as director of the proposed company named in **Section A1**.

Signature

Signature

X

X

**⑤ Signature**

The person named above consents to act as corporate director of the proposed company.



## Application to register a company

Does your company have share capital?

- **Yes** Complete the sections below.
- **No** Go to **Part 4 (Statement of guarantee)**.

Please complete the table below to show each class of shares held in pound sterling.  
If all your issued capital is in sterling, only complete **Section F1** and then go to **Section F4**.

Class of shares (E.g. Ordinary/Preference etc.)	Amount paid up on each share ①	Amount (if any) unpaid on each share ①	Number of shares ②	Aggregate nominal value ③
Ordinary	£1.00		1	£ 1.00
				£
				£
				£
<b>Totals</b>			1	£ 1.00

Please complete the table below to show any class of shares held in other currencies.  
Please complete a separate table for each currency.

Currency				
Class of shares (E.g. Ordinary/Preference etc.)	Amount paid up on each share ①	Amount (if any) unpaid on each share ①	Number of shares ②	Aggregate nominal value ③
<b>Totals</b>				

Currency				
Class of shares (E.g. Ordinary/Preference etc.)	Amount paid up on each share ①	Amount (if any) unpaid on each share ①	Number of shares ②	Aggregate nominal value ③
<b>Totals</b>				

Please give the total number of shares and total aggregate nominal value of issued share capital.

Total number of shares	
Total aggregate nominal value <sup>4</sup>	

**4 Total aggregate nominal value**  
Please list total aggregate values in different currencies separately. For example: £100 + €100 + \$10 etc.

- |  |  |
|--|--|
| <p><b>1</b> Including both the nominal value and any share premium.</p> <p><b>2</b> Total number of issued shares in this class.</p> | <p><b>3</b> Number of shares issued multiplied by nominal value of each share.</p> |
|--|--|

**Continuation Pages**  
Please use a Statement of Capital continuation page if necessary.

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Application to register a company

**F4**

**Statement of capital** (Prescribed particulars of rights attached to shares)

Please give the prescribed particulars of rights attached to shares for each class of share shown in the statement of capital share tables in **Sections F1 and F2**.

Class of share

Ordinary

Prescribed particulars  
**1**

One vote per share on a poll.

**1 Prescribed particulars of rights attached to shares**

The particulars are:

- a. particulars of any voting rights, including rights that arise only in certain circumstances;
- b. particulars of any rights, as respects dividends, to participate in a distribution;
- c. particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and
- d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares.

A separate table must be used for each class of share.

**Continuation pages**

Please use the next page or a 'Statement of Capital (Prescribed particulars of rights attached to shares)' continuation page if necessary.

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## Application to register a company

Class of share

Prescribed particulars

1

### 1 Prescribed particulars of rights attached to shares

The particulars are:

- a. particulars of any voting rights, including rights that arise only in certain circumstances;
- b. particulars of any rights, as respects dividends, to participate in a distribution;
- c. particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and
- d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares.

A separate table must be used for each class of share.

#### Continuation pages

Please use a 'Statement of capital (Prescribed particulars of rights attached to shares)' continuation page if necessary.

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## Application to register a company

**F5**

### Initial shareholdings

This section should only be completed by companies incorporating with share capital.

Please complete the details below for each subscriber.

The addresses will appear on the public record. These do not need to be the subscribers' usual residential address.

**Initial shareholdings**

Please list the company's subscribers in alphabetical order.

Please use an 'Initial shareholdings' continuation page if necessary.

Subscriber's details	Class of share	Number of shares	Currency	Nominal value of each share	Amount (if any) unpaid	Amount paid
Name Edward Lukins	Ordinary	1	GBP	1.00		1.00
Address c/o Mofo Notices Limited Citypoint One Ropemaker Street EC2Y 9AW						
Name						
Address						
Name						
Address						
Name						
Address						
Name						
Address						

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**Part 4 Statement of guarantee**

Is your company limited by guarantee?

- **Yes** Complete the sections below.  
 → **No** Go to **Part 5** (Statement of compliance).

**G1****Subscribers**

Please complete this section if you are a subscriber of a company limited by guarantee. The following statement is being made by each and every person named below.

I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for:

- payment of debts and liabilities of the company contracted before I cease to be a member;
- payment of costs, charges and expenses of winding up, and;
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.

**1 Name**

Please use capital letters.

**2 Address**

The addresses in this section will appear on the public record. They do not have to be the subscribers' usual residential address.

**3 Amount guaranteed**

Any valid currency is permitted.

**Continuation pages**

Please use a 'Subscribers' continuation page if necessary.

**Subscriber's details**Forename(s) **1**Surname **1**Address **2**

Postcode

Amount guaranteed **3****Subscriber's details**Forename(s) **1**Surname **1**Address **2**

Postcode

Amount guaranteed **3****Subscriber's details**Forename(s) **1**Surname **1**Address **2**

Postcode

Amount guaranteed **3**

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## Application to register a company

### Subscriber's details

Forename(s) ①	
Surname ①	
Address ②	
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Amount guaranteed ③	

### Subscriber's details

Forename(s) ①	
Surname ①	
Address ②	
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Amount guaranteed ③	

### Subscriber's details

Forename(s) ①	
Surname ①	
Address ②	
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Amount guaranteed ③	

### Subscriber's details

Forename(s) ①	
Surname ①	
Address ②	
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Amount guaranteed ③	

### Subscriber's details

Forename(s) ①	
Surname ①	
Address ②	
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Amount guaranteed ③	

#### ① Name

Please use capital letters.

#### ② Address

The addresses in this section will appear on the public record. They do not have to be the subscribers' usual residential address.

#### ③ Amount guaranteed

Any valid currency is permitted.

#### Continuation pages

Please use a 'Subscribers' continuation page if necessary.

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Application to register a company

**Part 5**

**Statement of compliance**

This section must be completed by all companies.

Is the application by an agent on behalf of all the subscribers?

- **No** Go to **Section H1** (Statement of compliance delivered by the subscribers).
- **Yes** Go to **Section H2** (Statement of compliance delivered by an agent).


**H1**

**Statement of compliance delivered by the subscribers ①**

Please complete this section if the application is not delivered by an agent for the subscribers of the memorandum of association.

I confirm that the requirements of the Companies Act 2006 as to registration have been complied with.

**① Statement of compliance delivered by the subscribers**  
Every subscriber to the memorandum of association must sign the statement of compliance.

Subscriber's signature	Signature X 	X
Subscriber's signature	Signature X	X
Subscriber's signature	Signature X	X
Subscriber's signature	Signature X	X
Subscriber's signature	Signature X	X
Subscriber's signature	Signature X	X
Subscriber's signature	Signature X	X

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Subscriber's signature	Signature X	X	<b>Continuation pages</b> Please use a 'Statement of compliance delivered by the subscribers' continuation page if more subscribers need to sign.
Subscriber's signature	Signature X	X	
Subscriber's signature	Signature X	X	
Subscriber's signature	Signature X	X	

H2

**Statement of compliance delivered by an agent**

Please complete this section if this application is delivered by an agent for the subscribers to the memorandum of association.

Agent's name		
Building name/number		
Street		
Post town		
County/Region		
Postcode		
Country		
	I confirm that the requirements of the Companies Act 2006 as to registration have been complied with.	
Agent's signature	Signature X	X



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Application to register a company



## Presenter information

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

Contact name

Company name

Morrison & Foerster

Address CityPoint

One Ropemaker Street

Post town London

County/Region

Postcode

E

C

2

Y

9

A

W

Country United Kingdom

DX

Telephone 0207 920 4000



## Certificate

We will send your certificate to the presenters address (shown above) or if indicated to another address shown below:

- ☐ At the registered office address (Given in Section A6).
- ☐ At the agents address (Given in Section H2).



## Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ You have checked that the proposed company name is available as well as the various rules that may affect your choice of name. More information can be found in guidance on our website.
- ☐ If the name of the company is the same as one already on the register as permitted by The Company and Business Names (Miscellaneous Provisions) Regulations 2008, please attach consent.
- ☐ You have used the correct appointment sections.
- ☐ Any addresses given must be a physical location. They cannot be a PO Box number (unless part of a full service address), DX or LP (Legal Post in Scotland) number.
- ☐ The document has been signed, where indicated.
- ☐ All relevant attachments have been included.
- ☐ You have enclosed the correct fee.



## Important information

Please note that all information on this form will appear on the public record, apart from information relating to usual residential addresses.



## How to pay

A fee of £20 is payable to Companies House to register a company.

Make cheques or postal orders payable to 'Companies House.'



## Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

### For companies registered in England and Wales:

The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ.  
DX 33050 Cardiff.

### For companies registered in Scotland:

The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post).

### For companies registered in Northern Ireland:

The Registrar of Companies, Companies House, First Floor, Waterfront Plaza, 8 Laganbank Road, Belfast, Northern Ireland, BT1 3BS.  
DX 481 N.R. Belfast 1.

### Section 243 exemption

If you are applying for, or have been granted a section 243 exemption, please post this whole form to the different postal address below:

The Registrar of Companies, PO Box 4082, Cardiff, CF14 3WE.



## Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

Company Number:

**THE COMPANIES ACT 2006**

**PRIVATE COMPANY LIMITED BY SHARES**

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**MEMORANDUM OF ASSOCIATION**

**OF**

**MOFO THIRTY-ONE LIMITED**

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The subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company and to take at least one share.

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*Name of the subscriber:*

Edward Lukins

*Authentication by the subscriber:*



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Dated: 19/01/10

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WEDNESDAY



\*AF1EPGT2\*

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20/01/2010

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COMPANIES HOUSE

Company Number:

**THE COMPANIES ACT 2006**

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**PRIVATE COMPANY LIMITED BY SHARES**

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**ARTICLES OF ASSOCIATION**

**OF**

**MOFO THIRTY-ONE LIMITED**

**PART 1**

**INTERPRETATION AND LIMITATION OF LIABILITY**

1. **Non-applicability of the prescribed forms of Articles**

None of the model forms of Articles of Association prescribed by the Companies (Model Articles) Regulations 2008 shall apply to the Company and the following regulations shall be the Articles of Association of the Company.

2. **Defined terms**

In these Articles, unless the context requires otherwise –

“Act” means the Companies Act 2006 as from time to time in force;

“Articles” means these Articles of Association;

“bankruptcy” includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

“chairman” has the meaning given in Article 16;

“Companies Acts” means the Companies Acts (as defined in section 2 of the Act), in so far as they apply to the Company;

“Director” means a Director of the Company, and includes any person occupying the position of Director, by whatever name called;

“distribution recipient” has the meaning given in Article 42;

“document” includes any document sent or supplied in electronic form;

“electronic form” has the meaning given in section 1168 of the Act;

“fully paid” in relation to a share, means that the nominal value and any premium to be paid to the Company in respect of that share have been paid to the Company;

“holder” in relation to shares means the person whose name is entered in the register of members as the holder of the shares;

“ordinary resolution” has the meaning given in section 282 of the Act;

“paid” means paid or credited as paid;

“participate”, in relation to a Directors’ meeting, has the meaning given in Article 14;

“shareholder” means a person who is the holder of a share;

“shares” means shares in the Company;

“special resolution” has the meaning given in section 283 of the Act;

“subsidiary” means a subsidiary undertaking as defined by section 1162 of the Act;

“transmittee” means a person entitled to a share by reason of the death, bankruptcy or liquidation of a shareholder or otherwise by operation of law; and

“writing” means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Act as in force on the date when these Articles become binding on the Company.

3. **Liability of shareholders**

The liability of each shareholder is limited to the amount, if any, unpaid on the shares held by him.

4. **Private Company**

The Company is a private Company within the meaning of section 4 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 (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 being offered for sale to the public.

5. **Registered Office**

The registered office of the Company shall be situated in England and Wales.

## PART 2

### DIRECTORS

#### DIRECTORS' POWERS AND RESPONSIBILITIES

6. **Number of Directors**

The number of the Directors shall be determined by a written resolution of the shareholders but unless and until so determined there shall be no maximum number of Directors and the minimum number of Directors shall be one.

7. **Directors' general authority**

Subject to these Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

8. **Shareholders' reserve power**

8.1 The shareholders may, by special resolution, direct the Directors to take, or refrain from taking, specified action.

8.2 No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

9. **Directors may delegate**

9.1 The Directors may delegate any of the powers which are conferred on them under these Articles -

(A) to such person or committee (whether or not being or including a Director);

(B) by such means (including by power of attorney);

(C) to such an extent;

(D) in relation to such matters or territories; and

(E) on such terms and conditions;

as they think fit.

9.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.

9.3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

10. **Committees**

10.1 Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of these Articles which govern the taking of decisions by Directors.

- 10.2 The Directors may make rules of procedure for all or any committees, which prevail over rules derived from these Articles if they are not consistent with them.

## **DECISION-MAKING BY DIRECTORS**

### **11. Directors to take decisions collectively**

- 11.1 The general rule about decision-making by Directors is that any decision of the Directors must be either a unanimous or majority decision at a meeting or a such a decision taken in accordance with Article 12.
- 11.2 If the Company only has one Director, the general rule does not apply, and the Director may take decisions without regard to any of the provisions of these Articles relating to Directors' decision-making, subject to compliance with Article 20.

### **12. Decisions taken otherwise than at a meeting**

- 12.1 A unanimous decision of the Directors is taken in accordance with this Article 12 when all eligible Directors indicate to each other by any means that they share a common view on a matter.
- 12.2 Subject to Article 12.1, a decision of the Directors taken in accordance with this Article 12 shall take the form of a resolution in writing, copies of which have been signed by all or a majority of the eligible Directors or to which all or a majority of the eligible Directors have otherwise indicated agreement in writing, but if the decision is not unanimous this shall only apply if the text of the proposed decision has been previously sent to all the Directors (other than any Director proposing it) at least 48 hours before the resolution is signed. It is not necessary for all or such a majority of the Directors to sign the same copy of the resolution as long as the copies, when read together, have been signed by all or a majority of the Directors. Any Director may at any time propose a resolution in writing by sending a copy of it to all the other Directors.
- 12.3 References in this Article 12 to eligible Directors are to Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting.
- 12.4 A decision may not be taken in accordance with this Article 12 if the eligible Directors would not have formed a quorum at such a meeting.

### **13. Calling a Directors' meeting**

- 13.1 Any Director may call a Directors' meeting by sending notice of the meeting to all the other Directors or by authorising the Company secretary (if any) to send such notice to all the Directors.
- 13.2 Notice of any Directors' meeting must indicate -
- (A) its proposed date and time;
  - (B) where it is to take place; and

- (C) if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 13.3 Notice of a Directors' meeting must be sent to each Director whether or not he is within the United Kingdom, but need not be in writing.
- 13.4 Notice of a Directors' meeting need not be sent to Directors who waive their entitlement to notice of that meeting, by sending notice to that effect to the Company not more than 7 days after the date on which the meeting is held. Where such notice is sent after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.
- 14. **Participation in Directors' meetings**
- 14.1 Directors participate in a Directors' meeting, or part of a Directors' meeting, when -
  - (A) the meeting has been called and takes place in accordance with these Articles, and
  - (B) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 14.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
- 14.3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.
- 15. **Quorum for Directors' meetings**
- 15.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 15.2 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than two, and unless otherwise fixed it is two, unless there is for the time being only one Director, in which case he shall have and may exercise all the powers and authorities over the affairs of the Company conferred on the Directors by these Articles. An alternate Director whose appointor is not participating shall be counted when determining whether there is a quorum, but if a Director or alternate Director participates also as an alternate Director for one or more other Directors he shall count as one Director for the purpose of determining whether there is a quorum.
- 16. **Chairing of Directors' meetings**
- 16.1 The Directors may appoint a Director to chair their meetings either for a specified meeting or on a continuing basis.
- 16.2 The person so appointed for the time being is known as the chairman.
- 16.3 The Directors may appoint other Directors on a continuing basis to chair directors' meetings in the absence of a chairman who was appointed on a continuing basis.

- 16.4 Where the chairman is appointed on a continuing basis the Directors may terminate the appointment of the chairman or deputy or assistant chairman at any time.
- 16.5 If a chairman appointed on a continuing basis is not participating in a Directors' meeting within ten minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair that meeting, but the chairman previously appointed on a continuing basis shall thereafter continue in office unless and until such office is terminated under Article 16.4.

17. **Voting at Directors' meetings**

- 17.1 Each Director participating in a Directors' meeting has one vote.
- 17.2 If the numbers of votes for and against a proposal are equal, the chairman or other Director chairing the meeting has a second or casting vote.

18. **Conflicts of interest**

Where the Directors are exercising their powers to authorise conflicts of interest contained in section 175(5) of the Act, each such authorisation may be granted on such terms as the Directors granting it may determine, including (without limitation) the imposition on the conflicted Director of obligations of confidentiality, exclusion from meetings of the Directors at which matters relating to the conflict are to be discussed, exclusion from voting on matters relating to the conflict or the release of the conflicted Director from any obligation to make available to the Company any information imparted to him by, or obtained by him from, any party to whom he owes any relevant conflicting duty and every such authorisation may be withdrawn at any time by a decision of the Directors excluding the conflicted Director.

19. **Directors' interests**

- 19.1 A Director who is in any way directly or indirectly interested in a proposed or existing contract or arrangement with the Company shall declare the nature and extent of his interest in accordance with section 177 or sections 182 to 187 of the Act.
- 19.2 Subject to such disclosure and to the terms of any authorisation granted under Article 18, a Director who is interested as set out in Article 19.1 may nevertheless be counted as participating in the decision making process for quorum and voting purposes.

20. **Records of decisions to be kept**

The Directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors.

21. **Directors' discretion to make further rules**

Subject to these Articles, the Directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Directors.



22. **Irregularities**

All decisions made and acts done by the Directors, or by any person acting as a Director or by any person or persons to whom authority has been delegated by a decision of one or more Directors or by a person or persons acting as such shall, notwithstanding that it shall afterwards be discovered that there was a defect in the appointment of any such person or in such delegation, 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 such irregularity had not occurred.

**DIRECTORS**

23. **Appointment of Directors**

23.1 Any person who is willing to act as a Director, and is permitted by law to do so, may, subject to Article 6 be appointed to be a Director -

(A) by ordinary resolution,

(B) by a notice in writing, specifying the person to be appointed, signed by or on behalf of holders together entitled to a majority of the voting rights exercisable in respect of all the issued shares of the Company, which is sent to the Company or tabled at a meeting of the Directors, or

(C) by a decision of the Directors.

23.2 In any case where, as a result of death, the Company has no shareholders and as a result of death, or any of the circumstances mentioned in Article 25, no Directors, the personal representatives of the last shareholder to have died have the right, by notice in writing to the Company, to appoint a person to be a Director.

23.3 For the purposes of Article 23.2, where two or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder.

24. **Alternate Directors**

24.1 Any Director may at any time by notice in writing given to the Company, or tabled at a meeting of the Directors, appoint any person (including another Director) to be his alternate Director and may in like manner at any time terminate such appointment. Such appointment, unless of another Director or previously approved by the Directors, shall have effect only upon and subject to being so approved.

24.2 The appointment of an alternate Director shall determine on the happening of any event which, if he were a Director, would cause him to vacate such office or if his appointor ceases to be a Director.

24.3 An alternate Director shall (whether or not within the United Kingdom) be entitled to be sent notices of meetings of the Directors and of all meetings of committees of Directors of which his appointor is a member and shall be entitled to attend, speak and vote as a Director at any such meeting at which the Director appointing him is not personally present and generally at such meeting to perform all the functions of his appointor as a Director and for the purposes of the proceedings at such meeting the

provisions of these Articles shall apply as if he (instead of his appointor) were a Director.

- 24.4 If an alternate Director shall be himself a Director or shall attend any such meeting as an alternate for more than one Director his voting rights shall be cumulative.
- 24.5 The execution by an alternate Director of any resolution in writing of the Directors shall be as effective as the execution by his appointor.
- 24.6 An alternate Director shall not (save as provided in this Article 24) have power to act as a Director nor shall he be deemed to be a Director for the purposes of these Articles, but he shall be an officer of the Company, he alone shall be responsible for his own acts and defaults and he shall not be deemed to be the agent of the Director appointing him.
- 24.7 An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be repaid expenses and to be indemnified to the same extent, so far as applicable, as if he were a Director, but he shall not be entitled to receive from the Company in respect of his appointment as alternate Director any remuneration except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing sent to the Company from time to time direct.
- 24.8 Subject to this Article 24, every reference to these Articles to a Director shall, unless the context otherwise requires, include an alternate Director when he is acting on behalf of his appointor.

25. **Termination of a Director's appointment**

A Director ceases to be a Director as soon as -

- 25.1 that Director ceases to be a Director by virtue of any provision of the Act or is prohibited from being a Director by law; or
- 25.2 a bankruptcy order is made against that Director; or
- 25.3 a composition is made with that Director's creditors generally in satisfaction of that Director's debts; or
- 25.4 a registered medical practitioner who is treating that Director gives a written opinion to the Company stating that that Director has become physically or mentally incapable of acting as a Director and may remain so for more than three months; or
- 25.5 by reason of that Director's mental health, a court makes an order which wholly or partly prevents that Director from personally exercising any powers or rights which that person would otherwise have; or
- 25.6 notification is received by the Company from that Director that he is resigning from office, and such resignation has taken effect in accordance with its terms; or
- 25.7 that Director is removed from office by notice in writing signed by or on behalf of all the other Directors sent to the Company or tabled at a meeting of the Directors (which removal shall be deemed to be an act of the Company); or

- 25.8 that Director is removed from office by notice in writing signed by or on behalf of shareholders together entitled to a majority of the voting rights exercisable on a poll in respect of all the issued shares of the Company, which is sent to the Company or tabled at a meeting of the Directors (which removal shall be deemed to be the act of the Company); or
- 25.9 where that Director holds an appointment to an executive office with the Company or any Subsidiary, that appointment is terminated or otherwise determines in which case (unless otherwise resolved by the Directors) that Director ceases to be a Director at the time the appointment terminates or otherwise determines, which shall be deemed an act of the Company and shall have effect without prejudice to any claim for damages for breach of contract or service or otherwise between that Director and the Company.
26. **Directors' remuneration**
- 26.1 Directors may undertake any services for the Company that the Directors decide.
- 26.2 Directors are entitled to such remuneration as the Directors determine -
- (A) for their services to the Company as Directors, and
  - (B) for any other service or executive office which they undertake for the Company.
- 26.3 Subject to these Articles, a Director's remuneration may
- (A) take any form, and
  - (B) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director.
- 26.4 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.
- 26.5 Unless the Directors decide otherwise, Directors are not accountable to the Company for any remuneration which they receive as Directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.
27. **Directors' expenses**
- 27.1 The Company may pay, in accordance with decisions of the Directors, any reasonable expenses which the Directors properly incur in connection with their attendance at -
- (A) meetings of Directors or committees of Directors,
  - (B) general meetings, or
  - (C) separate meetings of the holders of any class of shares or of debentures of the Company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

### **PART 3**

## **SHARES AND DISTRIBUTIONS**

### **SHARES**

#### **28. All shares to be fully paid up**

28.1 No share is to be issued unless there has been paid on it the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue.

28.2 This does not apply to shares taken on the formation of the Company by the subscribers to the Company's memorandum, where the nominal value and any premium shall be paid up when required by the Directors.

#### **29. Powers to issue different classes of share**

29.1 Without prejudice to the rights attached to any existing share, the Company may issue shares with such rights or restrictions as may be determined by ordinary resolution.

29.2 The Company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder, and the Directors may determine the terms, conditions and manner of redemption of any such shares.

#### **30. Directors' powers to allot shares**

30.1 The Directors (for the purposes of section 551 of the Act) are generally and unconditionally authorised to allot or grant rights to subscribe for any shares of the Company or to convert any security into shares of the Company and allot them to such persons, on such terms and in such manner as they think fit, but subject to any agreement binding on the Company. The authority contained in this Article shall, unless revoked or varied in accordance with section 551 of the Act:

(A) be limited to a maximum nominal amount of shares of £500,000; and

(B) expire on the fifth anniversary of the date of incorporation of the Company 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 this authority.

and on expiry of such authority the Directors shall not have power to allot or issue or grant any right to subscribe for shares or convert any securities into shares of the Company without authority to do so conferred by Ordinary Resolution and section 560 of the Act shall not apply.

#### **31. No pre-emption rights on share issues**

The Directors shall not be required to have regard to section 561 of the Act which section shall be excluded from applying to the Company.

32. **Company not bound by less than absolute interests**

Except as required by law, no person is to be recognised by the Company as holding any share upon any trust, and except as otherwise required by law, the Company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it.

33. **Share certificates**

33.1 The Company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.

33.2 Every certificate must specify -

- (A) in respect of how many shares, of what class, it is issued;
- (B) the nominal value of those shares;
- (C) that the shares are fully paid; and
- (D) any distinguishing numbers assigned to them.

33.3 No certificate may be issued in respect of shares of more than one class.

33.4 If more than one person holds a share, only one certificate may be issued in respect of it.

33.5 Certificates must -

- (A) have affixed to them the Company's common seal, or
- (B) be otherwise executed in accordance with the Act.

34. **Replacement share certificates**

34.1 If a certificate issued in respect of a shareholder's shares is -

- (A) damaged or defaced, or
- (B) said to be lost, stolen or destroyed,

that shareholder is entitled to be issued with a replacement certificate in respect of the same shares.

34.2 A shareholder exercising the right to be issued with such a replacement certificate -

- (A) may at the same time exercise the right to be issued with a single certificate or separate certificates;
- (B) must return the certificate which is to be replaced to the Company if it is damaged or defaced; and
- (C) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the Directors decide.

35. **Share transfers**

- 35.1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the Directors, which is executed by or on behalf of the transferor.
- 35.2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.
- 35.3 The Company may retain any instrument of transfer which is registered.
- 35.4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.
- 35.5 The Directors may in their absolute discretion refuse to register the transfer of a share, and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal giving reasons for the refusal as specified by the Act unless they suspect that the proposed transfer may be fraudulent.
- 35.6 The Directors may also refuse to register a transfer unless:
- (A) it is sent to the Company's registered 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;
  - (B) it is in respect of only one class of shares; and
  - (C) it is in favour of not more than four transferees.
- 35.7 No share shall be transferred to any infant, bankrupt or person with mental disorder.

36. **Variation of rights**

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 modified, varied or abrogated with the consent in writing of the holder or holders of not less than three fourths in nominal value of the issued shares of that class.

37. **Transmission of shares**

- 37.1 If title to a share passes to a transmittee, the Company may only recognise the transmittee as having any title to that share.
- 37.2 A transmittee who produces such evidence of entitlement to shares as the Directors may properly require -
- (A) may choose either to become the holder of those shares or to have them transferred to another person subject to Article 35, and
  - (B) pending any transfer of the shares to another person, has the same rights as the holder had, subject to Article 37.3.

37.3 Transmittes do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares.

38. **Exercise of transmittes' rights**

38.1 Transmittes who wish to become the holders of shares to which they have become entitled must send to the Company notice in writing of that wish.

38.2 If the transmittes wishes to have a share transferred to another person, the transmittes must execute an instrument of transfer in respect of it.

38.3 Any transfer made or executed under this Article 38 is to be treated as if it were made or executed by the person from whom the transmittes has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

39. **Transmittes bound by prior notices**

If a notice is sent to a shareholder in respect of shares and a transmittes is entitled to those shares, the transmittes is bound by the notice if it was sent to the shareholder before the transmittes's name has been entered in the register of members.

40. **Purchase of own shares**

The Company may purchase its own shares in accordance with the Act and may make a payment in respect of such a purchase otherwise than out of its distributable profits or the proceeds of a fresh issue of shares.

## **DIVIDENDS AND OTHER DISTRIBUTIONS**

41. **Procedure for declaring dividends**

41.1 The Company may by ordinary resolution declare dividends, and the Directors may decide to pay interim dividends.

41.2 A dividend must not be declared unless the Directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the Directors.

41.3 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.

41.4 Unless the shareholders' resolution to declare or Directors' decision to pay a dividend, or the terms on which shares are issued specify otherwise, it must be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to declare or pay it.

41.5 If the Company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.

41.6 The Directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.

41.7 If the Directors act in good faith, they do 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 shares with deferred or non-preferred rights.

42. **Payment of dividends and other distributions**

42.1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means -

(A) transfer to a bank or building society account specified by the distribution recipient either in writing sent to the Company or as the Directors may otherwise decide;

(B) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing sent to the Company or as the Directors may otherwise decide;

(C) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing sent to the Company or as the Directors may otherwise decide; or

(D) any other means of payment as the Directors agree with the distribution recipient either in writing or by such other means as the Directors decide.

42.2 In the articles, "the distribution recipient" means, in respect of a share in respect of which a dividend or other sum is payable -

(A) the holder of the share; or

(B) if the share has two or more joint holders, whichever of them is named first in the register of members; or

(C) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

42.3 The Directors may deduct from any dividend payable on or in respect of any share all or any sums of money presently payable by the holder to the Company or any account whatsoever.

43. **No interest on distributions**

The Company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by -

43.1 the terms on which the share was issued, or

43.2 the provisions of another agreement between the holder of that share and the Company.



44. **Unclaimed distributions**

44.1 All dividends or other sums which are -

- (A) payable in respect of shares, and
- (B) unclaimed after having been declared or become payable,

may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed.

44.2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it.

44.3 If -

- (A) twelve years have passed from the date on which a dividend or other sum became due for payment, and
- (B) the distribution recipient has not claimed it,

the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.

45. **Non-cash distributions**

45.1 Subject to the terms of issue of the share in question, the Company may, by ordinary resolution on the recommendation of the Directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any Company).

45.2 For the purposes of paying a non-cash distribution, the Directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution -

- (A) fixing the value of any assets;
- (B) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and
- (C) vesting any assets in trustees.

46. **Waiver of distributions**

46.1 Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by sending to the Company notice in writing to that effect, but if -

- (A) the share has more than one holder, or
- (B) more than one person is entitled to the share, whether by reason of the death, bankruptcy or liquidation of one or more joint holders, or otherwise,

the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share.

## **CAPITALISATION OF PROFITS**

### **47. Authority to capitalise and appropriation of capitalised sums**

47.1 The Directors may, if they are so authorised by an ordinary resolution -

- (A) decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and
- (B) appropriate any sum which they so decide to capitalise (a "capitalised sum") to the persons who would have been entitled to it if it were distributed by way of dividend (the "persons entitled") and in the same proportions.

47.2 Capitalised sums must be applied -

- (A) on behalf of the persons entitled, and
- (B) in the same proportions as a dividend would have been distributed to them.

47.3 Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.

47.4 A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct

47.5 Subject to these Articles the Directors may -

- (A) apply capitalised sums in accordance with Articles 47.3 or 47.4 partly in one way and partly in another;
- (B) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments); and
- (C) authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this article.

## **PART 4**

### **DECISION-MAKING BY SHAREHOLDERS**

### **48. No general meetings unless required by law**

48.1 Except where required by law, the Company shall not hold general meetings or class meetings of any class of share and all decisions of the shareholders or the holders of

any class of share shall be made by the passing of a written resolution passed in accordance with the Act, subject to Article 36.

- 48.2 For the purposes of section 297 of the Act, a proposed written resolution of the shareholders shall lapse if not passed by the end of such period after the circulation date of such resolution as is determined by the Directors in respect of that resolution or, if no such period is so determined, the resolution shall lapse at the end of the period of 14 days beginning with its circulation date.

## **PART 5**

### **ADMINISTRATIVE ARRANGEMENTS**

#### **49. Means of communication to be used**

- 49.1 Subject to these Articles, anything sent by or to the Company under these Articles may be sent in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Company. Anything sent by the Company shall be deemed to have been received by the intended recipient at the time determined in accordance with section 1147 of the Act. Any notice or document to be sent to the Company shall be sent to its registered office for the time being or to such other place or electronic or other address as the Company may specify in any notice or document sent by it which gives rise to the notice or document being sent to the Company.
- 49.2 Any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may be sent or supplied by the means and to such electronic or other address that Director has specified for the time being, either generally or in relation to any particular notice or document.
- 49.3 A Director may agree with the Company that notices or documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

#### **50. Company seals**

The Company shall not have a seal.

#### **51. No right to inspect accounts and other records**

Except as provided by law or authorised by the Directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a shareholder.

#### **52. Provision for employees on cessation of business**

In accordance with section 247 of the Act, the Directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries, other than a Director or former Director or shadow Director, in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary. In this Article 52 the expression "subsidiary" shall be limited to a subsidiary of the Company as defined by section 1159 of the Act.

## DIRECTORS' INDEMNITY, INSURANCE AND BENEFITS

### 53. Indemnity

53.1 Without prejudice to any indemnity to which any person referred to in this Article 53 may otherwise be entitled, every present and former Director, Alternate Director, Secretary or other officer of the Company (excluding any past, present or former Auditors) (an "Indemnified Person") shall be indemnified by the Company against all liabilities, costs, charges and expenses incurred by him in the execution and discharge of his duties to the Company and any "Associated Company" of the Company (as defined by the Act for these purposes), including any liability incurred by any Indemnified Person in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to be done or omitted by him as an officer or employee of the Company or an Associated Company provided that no such indemnity shall extend to any liability arising out of the fraud or dishonesty of the relevant Indemnified Person or the obtaining by such Indemnified Person of any personal profit or advantage to which such Indemnified Person was not entitled and no Indemnified Person shall be entitled to be indemnified for:

- (A) any liability incurred by him to the Company or any Associated Company of the Company;
- (B) any fine imposed in any criminal proceedings;
- (C) any sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature howsoever arising;
- (D) any amount for which he has become liable in defending any criminal proceedings in which he is convicted and such conviction has become final;
- (E) any amount for which he has become liable in defending any civil proceedings brought by the Company or any Associated Company of the Company in which a final judgment has been given against him; and
- (F) any amount for which he has become liable in connection with any application under sections 144(3) or (4) or 727 of the Companies Act 1985 or sections 661(3) or (4) or 1157 of the Act in which the court refuses to grant him relief and such refusal has become final.

53.2 Without prejudice to any indemnity to which any person referred to in this Article 53 may otherwise be entitled, every Indemnified Person shall be indemnified by the Company against all liabilities, costs, charges and expenses incurred by him in connection with the Company's activities as a trustee of an occupational pension scheme (as defined by section 750(5) of the Finance Act 2004) which is established under a trust provided that no such indemnity shall extend to any liability arising out of the fraud or dishonesty of the relevant Indemnified Person or the obtaining by an Indemnified Person of any personal profit or advantage to which such Indemnified Person was not entitled and no Indemnified Person shall be entitled to be indemnified for:

- (A) any fine imposed in any criminal proceedings;
- (B) any sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature howsoever arising; and
- (C) any amount for which he has become liable in defending any criminal proceedings in which he is convicted and the conviction has become final.

53.3 The Company may provide funds (either directly or indirectly) to any Indemnified Person to meet expenditure incurred or to be incurred by him in any proceedings (whether civil or criminal) brought by any person or in relation to any investigation or action to be taken by a regulatory authority which relates to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company or any Associated Company of the Company in respect of which it is alleged that the Indemnified Person has been guilty of negligence, default, breach of duty or breach of trust, provided that he will be obliged to repay any such amount no later than:

- (A) in the event that he is convicted in proceedings, the date when the conviction becomes final;
- (B) in the event that judgment is given against him in proceedings, the date when the judgment becomes final (except that such amount need not be repaid to the extent that such expenditure is recoverable under this Article 53 or under any other valid indemnity given to him by the Company); or
- (C) in the event that the court refuses to grant him relief on any application under sections 144(3) or (4) or 727 of the Companies Act 1985 or sections 661(3) or (4) or 1157 of the Act, the date when the refusal becomes final.

#### 54. **Insurance**

54.1 Subject to the provisions of the Act, 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:

- (A) Directors, officers or employees of the Company or of any other entity which is its parent undertaking, or in which the Company or such parent undertaking has any interest whether direct or indirect, or which is in any way allied to or associated with the Company or such parent undertaking, or of any subsidiary of the Company or of such other entity; or
- (B) trustees of any pension fund in which employees of the Company or of any other such entity or subsidiary are interested;

54.2 Such insurance may include (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 their duties, powers or offices in relation to the Company or any other such entity, subsidiary or pension fund.

55. **Pensions and superannuation**

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 of the Company or allied to or associated with the Company or any such subsidiary, or of any of the predecessors in business of the Company or of any such other undertaking and the spouses, widows, widowers, families and dependants of any such persons and make payments to, for or towards the insurance of or otherwise provide benefits for any such persons.

56. **Directors not liable to account**

A Director or former Director shall not be accountable to the Company or the shareholders for any benefit conferred under or pursuant to these Articles and the receipt of any such benefit shall not disqualify any person from being or becoming a Director.