

012635/20

In accordance with
Section 1046 of the
Companies Act 2006 &
Regulation 4(1) of the
Overseas Companies
Regulations 2009.

OS IN01

FC35559

Registration of an overseas company opening a UK establishment



Companies House

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
UK establishment.

☐ **What this form is NOT for**
You cannot use this form to register
the details of an existing
officer or establishment.

SATURDAY



A13 *A7BNNAN5* #309
04/08/2018
COMPANIES HOUSE

Part 1 Overseas company details (Name)

For official use

A1 Corporate name of overseas company

Corporate name¹

NETWORK PROTECT LIMITED

Do you propose to carry on business in the UK under the corporate name as
incorporated in your home state or country, or under an alternative name?

- To register using your corporate name, go to **Section A3**.
- To register using an alternative name, go to **Section A2**.

→ Filling in this form

Please complete in typescript (10pt
or above), or in bold black capitals

All fields are mandatory unless
specified or indicated by *

¹ This must be the corporate name in
the home state or country in which
the company is incorporated.

A2 Alternative name of overseas company *

Please show the alternative name that the company will use to do business
in the UK.

Alternative name
(if applicable) ²

NETWORK PROTECT UK OFFICE LIMITED

² A company may register an
alternative name under which it
proposes to carry on business in the
United Kingdom under Section 1048
of the Companies Act 2006. Once
registered it is treated as being its
corporate name for the purposes of
law in the UK.

A3 Overseas company name restrictions³

This section does not apply to a European Economic Area (EEA) company
registering its corporate name.

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.

³ Overseas 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.gov.uk/companieshouse

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Part 2 Overseas company details

B1	Particulars previously delivered Have particulars about this company been previously delivered in respect of another UK establishment. ❶ → No Go to Section B2. → Yes Please enter the registration number below and then go to Part 5 of the form. Please note the original UK establishment particulars must be filed up to date. UK establishment registration number B R <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	❶ The particulars are: legal form, identity of register, number in registration, director and secretaries details, whether the company is a credit or financial institution, law, governing law, accounting requirements, objects, share capital, constitution, and accounts.
B2	Credit or financial institution Is the company a credit or financial institution? ❷ <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	❷ Please tick one box.
B3	Company details If the company is registered in its country of incorporation, please enter the details below. Legal form ❸ LIMITED COMPANY Country of incorporation * ISLE OF MAN Identity of register in which it is registered ❹ ISLE OF MAN COMPANIES REGISTRY Registration number in that register 1 0 8 9 7 1 C <input type="text"/> <input type="text"/> <input type="text"/>	❸ Please state whether or not the company is limited. Please also include whether the company is a private or public company if applicable. ❹ This will be the registry where the company is registered in its parent country.
B4	EEA or non-EEA member state Was the company formed outside the EEA? → Yes Complete Sections B5 and B6. → No Go to Section B6.	
B5	Governing law and accounting requirements Please give the law under which the company is incorporated. Governing law ❺ COMPANIES ACT 2006, ISLE OF MAN Is the company required to prepare, audit and disclose accounting documents under parent law? → Yes Complete the details below. → No Go to Part 3.	❺ This means the relevant rules or legislation which regulates the incorporation of companies in that state.

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Registration of an overseas company opening a UK establishment

Please give the period for which the company is required to prepare accounts by parent law.

From	d	d	m	m
To	d	d	m	m

Please give the period allowed for the preparation and public disclosure of accounts for the above accounting period.

Months	
--------	--

B6

Latest disclosed accounts

Are copies of the latest disclosed accounts being sent with this form? Please note if accounts have been disclosed, a copy must be sent with the form, and, if applicable, with a certified translation.❶

☐ Yes.

Please indicate what documents have been disclosed.

- ☐ Please tick this box if you have enclosed a copy of the accounts.
- ☐ Please tick this box if you have enclosed a certified translation of the accounts.
- ☐ Please tick this box if no accounts have been disclosed.

❶ Please tick the appropriate box(es).

OS IN01

Registration of an overseas company opening a UK establishment

Part 3

Constitution

C1

Constitution of company

The following documents must be delivered with this application.

- Certified copy of the company's constitution and, if applicable, a certified translation.

Please tick the appropriate box(es) below.

- ☒ I have enclosed a certified copy of the company's constitution. ^①
- ☐ I enclose a certified translation, if applicable. ^②

^① A certified copy is defined as a copy certified as correct and authenticated by - the secretary or a director of the company, permanent representative, administrator, administrative receiver, receiver manager, receiver and liquidator.

^② A certified translation into English must be authenticated by the secretary or a director of the company, permanent representative, administrator, administrative receiver, receiver manager, receiver and liquidator.

C2

EEA or non-EEA member state

Was the company formed outside the EEA?

- **Yes** Go to **Section C3**.
- **No** Go to **Part 4 'Officers of the company'**.

C3

Constitutional documents

Are all of the following details in the copy of the constitutional documents of the company?

- Address of principal place of business or registered office in home country of incorporation
- Objects of the Company
- Amount of issued share capital

- **Yes** Go to **Part 4 'Officers of the company'**
- **No** If any of the above details are not included in the constitutional documents, please enter them in **Section C4**.

The information is not required if it is contained within the constitutional documents accompanying this registration.

C4

Information not included in the constitutional documents

Please give the address of principal place of business or registered office in the country of incorporation. ^③

Building name/number	FIRST FLOOR, MILLENIUM HOUSE
Street	VICTORIA ROAD
Post town	DOUGLAS
County/Region	
Postcode	I M 2 4 R W
Country	ISLE OF MAN
Objects of the company ^④	THE COMPANY IS ABLE TO UNDERTAKE ANY BUSINESS OR ACTIVITY
Amount of issued share capital ^⑤	£2.00

^③ This address will appear on the public record.

^④ Please give a brief description of the company's business.

^⑤ Please specify the amount of shares issued and the value.

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Part 4 Officers of the company

Have particulars about this company been previously delivered in respect of another UK establishment?

- **Yes** Please ensure you entered the registration number in **Section B1** and then go to **Part 5** of this form.
→ **No** Complete the officer details.

For a secretary who is an individual, go to **Section D1**; for a corporate secretary, go to **Section E1**; for a director who is an individual, go to **Section F1**; or for a corporate director, go to **Section G1**.

Continuation pages

Please use a continuation page if you need to enter more officer details.

Secretary

D1 Secretary details^①

Use this section to list all the secretaries of the company.
Please complete **Sections D1-D3**. For a corporate secretary, complete **Sections E1-E5**. Please use a continuation page if necessary.

Full forename(s)

Surname

Former name(s)^②

① Corporate details

Please use Sections E1-E5 to enter corporate secretary details.

② Former name(s)

Please provide any previous names (including maiden or married names) which have been used for business purposes in the last 20 years.

D2 Secretary's service address^③

Building name/number

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.

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

D3 Secretary's authority

Please enter the extent of your authority as secretary. Please tick one box.

Extent of authority

- ☐ Limited ^④
☐ Unlimited

Description of limited authority, if applicable

Are you authorised to act alone or jointly? Please tick one box.

- ☐ Alone
☐ Jointly ^⑤

If applicable, name(s) of person(s) with whom you are acting jointly

④ If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below.

⑤ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below.

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Corporate secretary

E1	Corporate secretary details^① Use this section to list all the corporate secretaries of the company. Please complete Sections E1-E5. Please use a continuation page if necessary.	① 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.
Name of corporate body or firm		
Building name/number		
Street		
Post town		
County/Region		
Postcode		
Country		
E2	Location of the registry of the corporate body or firm Is the corporate secretary 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.	② EEA A full list of countries of the EEA can be found in our guidance: www.gov.uk/companieshouse ③ This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC).
Where the company/firm is registered ^③		
Registration number		
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.	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
Legal form of the corporate body or firm		
Governing law		
If applicable, where the company/firm is registered ^④		
If applicable, the registration number		

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Registration of an overseas company opening a UK establishment

E5

Corporate secretary's authority

	Please enter the extent of your authority as corporate secretary. Please tick one box.		<p>❶ If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below.</p> <p>❷ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below.</p>
Extent of authority	<input type="checkbox"/> Limited ❶ <input type="checkbox"/> Unlimited		
Description of limited authority, if applicable	Are you authorised to act alone or jointly? Please tick one box.		
	<input type="checkbox"/> Alone <input type="checkbox"/> Jointly ❷		
If applicable, name(s) of person(s) with whom you are acting jointly			

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Director

F1	Director details ^①	
	Use this section to list all the directors of the company. Please complete Sections F1-F5. For a corporate director, complete Sections G1-G5. Please use a continuation page if necessary.	
Full forename(s)	ANTONIOS	
Surname	EROTOCRITOU	
Former name(s) ^②		
Country/State of residence ^③	UNITED KINGDOM	
Nationality	CYPRIOT	
Month/year of birth ^④	X X m0 m5 y1 y9 y7 y1	
Business occupation (if any) ^⑤	DEPUTY CFO	

① Corporate details
Please use Sections G1-G5 to enter corporate director details.

② Former name(s)
Please provide any previous names (including maiden or married names) which have been used for business purposes in the last 20 years.

③ Country/State of residence
This is in respect of your usual residential address as stated in Section F5.

④ Month and year of birth
Please provide month and year only. Provide full date of birth in section F4.

⑤ Business occupation
If you have a business occupation, please enter here. If you do not, please leave blank.

F2	Director's service address ^⑥	
Building name/number	55	
Street	BISHOPSGATE	
Post town	LONDON	
County/Region		
Postcode	E C 2 N 3 A S	
Country	UNITED KINGDOM	

⑥ Service address
This is the address that will appear on the public record. This does not have to be your usual residential address.

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

F3	Director's authority	
	Please enter the extent of your authority as director. Please tick one box.	
Extent of authority	<input type="checkbox"/> Limited ^⑦ <input checked="" type="checkbox"/> Unlimited	
Description of limited authority, if applicable		
	Are you authorised to act alone or jointly? Please tick one box.	
	<input checked="" type="checkbox"/> Alone <input type="checkbox"/> Jointly ^⑧	
If applicable, name(s) of person(s) with whom you are acting jointly		

⑦ If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below.

⑧ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below.

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Registration of an overseas company opening a UK establishment

Corporate director

G1	Corporate director details ^① Use this section to list all the corporate directors of the company. Please complete G1-G5. Please use a continuation page if necessary.	① 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.
Name of corporate body or firm		
Building name/number		
Street		
Post town		
County/Region		
Postcode		
Country		
G2	Location of the registry of the corporate body or firm Is the corporate director registered within the European Economic Area (EEA)? → Yes Complete Section G3 only → No Complete Section G4 only	
G3	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.	② EEA A full list of countries of the EEA can be found in our guidance: www.gov.uk/companieshouse ③ This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC).
Where the company/firm is registered ^③		
Registration number		
G4	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.	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
Legal form of the corporate body or firm		
Governing law		
If applicable, where the company/firm is registered ^④		
If applicable, the registration number		

OS IN01

Registration of an overseas company opening a UK establishment

G5

Corporate director's authority

	Please enter the extent of your authority as corporate director. Please tick one box.		<p>❶ If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below.</p> <p>❷ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below.</p>
Extent of authority	<input type="checkbox"/> Limited ❶ <input type="checkbox"/> Unlimited		
Description of limited authority, if applicable	Are you authorised to act alone or jointly? Please tick one box.		
	<input type="checkbox"/> Alone <input type="checkbox"/> Jointly ❷		
If applicable, name(s) of person(s) with whom you are acting jointly			

OS IN01

Registration of an overseas company opening a UK establishment

Part 5 UK establishment details

H1	Documents previously delivered - constitution	
	Has the company previously registered a certified copy of the company's constitution with material delivered in respect of another UK establishment? → No Go to Section H3. → Yes Please enter the UK establishment number below and then go to Section H2.	
UK establishment registration number	B R <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
H2	Documents previously delivered – accounting documents	
	Has the company previously delivered a copy of the company's accounting documents with material delivered in respect of another UK establishment? → No Go to Section H3. → Yes Please enter the UK establishment number below and then go to Section H3.	
UK establishment registration number	B R <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
H3	Delivery of accounts and reports	
	This section must be completed. Please state if the company intends to comply with accounting requirements with respect to this establishment or in respect of another UK establishment. ^① <input checked="" type="checkbox"/> In respect of this establishment. Please go to Section H4. <input type="checkbox"/> In respect of another UK establishment. Please give the registration number below, then go to Section H4.	^① Please tick the appropriate box.
UK establishment registration number	B R <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
H4	Particulars of UK establishment ^①	
	You must enter the name and address of the UK establishment.	① Address This is the address that will appear on the public record.
Name of establishment	NETWORK PROTECT UK OFFICE LIMITED	
Building name/number	5 ARKWRIGHT COURT	
Street	BLACKBURN INTERCHANGE	
Post town	DARWEN	
County/Region	LANCASHIRE	
Postcode	B B 3 <input type="text"/> <input type="text"/> 0 F G <input type="text"/>	
Country	UNITED KINGDOM	
Date establishment opened	^d 2 ^d 2 ^m 0 ^m 6 ^y 2 ^y 0 ^y 1 ^y 7	
Business carried on at the UK establishment	INSURANCE BROKER	

OS IN01

Registration of an overseas company opening a UK establishment

Part 6 Permanent representative

Please enter the name and address of every person authorised to represent the company as a permanent representative of the company in respect of the UK establishment.

J1 Permanent representative's details

Please use this section to list all the permanent representatives of the company. Please complete Sections J1-J4.

Continuation pages

Please use a continuation page if you need to enter more details.

Full forename(s) ANTONIOS
Surname EROTOCRITOU

J2 Permanent representative's service address ^①

Building name/number 55
Street BISHOPSGATE
Post town LONDON
County/Region
Postcode E C 2 N 3 A S
Country UNITED KINGDOM

① Service address

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

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

J3 Permanent representative's authority

Please enter the extent of your authority as permanent representative. Please tick one box.

Extent of authority
☐ Limited ^②
☒ Unlimited

Description of limited authority, if applicable

Are you authorised to act alone or jointly? Please tick one box.

☒ Alone
☐ Jointly ^③

If applicable, name(s) of person(s) with whom you are acting jointly

^② If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below.

^③ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below.

OS IN01

Registration of an overseas company opening a UK establishment

Part 7

Person authorised to accept service

Does the company have any person(s) in the UK authorised to accept service of documents on behalf of the company in respect of its UK establishment?

→ **Yes** Please enter the name and service address of every person(s) authorised below.

→ **No** Tick the box below then go to **Part 8 'Signature'**.

☐ If there is no such person, please tick this box.

K1

Details of person authorised to accept service of documents in the UK

Please use this section to list all the persons' authorised to accept service below. Please complete **Sections K1-K2**.

Continuation pages

Please use a continuation page if you need to enter more details.

Full forename(s)

ANTONIOS

Surname

EROTOCRITOU

K2

Service address of person authorised to accept service ^①

Building name/number

55

Street

BISHOPSGATE

Post town

LONDON

County/Region

Postcode

E C 2 N 3 A S

Country

UNITED KINGDOM

① Service address

This is the address that will appear on the public record. This does not have to be your usual residential address. Please note, a DX address would not be acceptable.

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Registration of an overseas company opening a UK establishment

Part 8

Signature

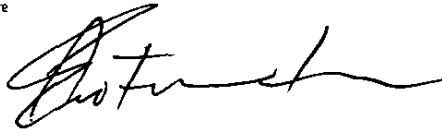
This must be completed by all companies.

I am signing this form on behalf of the company.

Signature

Signature

X



X

This form may be signed by:
Director, Secretary, Permanent representative.

OS IN01

Registration of an overseas company opening a UK establishment



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
NICOLA SHAW

Company name
THE ARDONAGH GROUP LIMITED

Address
55 BISHOPSGATE

Post town
LONDON

County/Region

Postcode
E C 2 N 3 A S

Country

DX

Telephone
0207 398 2231



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The overseas corporate name on the form matches the constitutional documents exactly.
- ☐ You have included a copy of the appropriate correspondence in regard to sensitive words, if appropriate.
- ☐ You have included certified copies and certified translations of the constitutional documents, if appropriate.
- ☐ You have included a copy of the latest disclosed accounts and certified translations, if appropriate.
- ☐ You have completed all of the company details in Section B3 if the company has not registered an existing establishment.
- ☐ You have complete details for all company secretaries and directors in Part 4 if the company has not registered an existing establishment.
- ☐ 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.
- ☐ You have completed details for all permanent representatives in Part 6 and persons authorised to accept service in Part 7.
- ☐ You have signed the form.
- ☐ 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 and day of birth.



How to pay

A fee of £20 is payable to Companies House in respect of a registration of an overseas 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:

England and Wales:

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

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).

Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

Higher protection

If you are applying for, or have been granted, higher protection, 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse

OS IN01 - continuation page

Registration of an overseas company opening a UK establishment

Director

F1	Director details ^①		<p>① Corporate details Please use Sections G1-G5 to enter corporate director details.</p> <p>② Former name(s) Please provide any previous names (including maiden or married names) which have been used for business purposes in the last 20 years.</p> <p>③ Country/State of residence This is in respect of your usual residential address as stated in Section F5.</p> <p>④ Month and year of birth Please provide month and year only. Provide full date of birth in section F4.</p> <p>⑤ Business occupation If you have a business occupation, please enter here. If you do not, please leave blank.</p>
	Use this section to list all the directors of the company. Please complete Sections F1-F5. For a corporate director, complete Sections G1-G5. Please use a continuation page if necessary.		
Full forename(s)	JANICE		
Surname	DEAKIN		
Former name(s) ^②			
Country/State of residence ^③	UNITED KINGDOM		
Nationality	BRITISH		
Month/year of birth ^④	<div>X</div> <div>X</div> <div>m0</div> <div>m3</div> <div>y1</div> <div>y9</div> <div>y6</div> <div>y7</div>		
Business occupation (if any) ^⑤	DEPUTY CEO		

F2	Director's service address ^⑥		<p>⑥ Service address This is the address that will appear on the public record. This does not have to be your usual residential address.</p> <p>If you provide your residential address here it will appear on the public record.</p>
Building name/number	55		
Street	BISHOPSGATE		
Post town	LONDON		
County/Region			
Postcode	E C 2 N 3 A S		
Country	UNITED KINGDOM		

F3	Director's authority		<p>⑦ If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below.</p> <p>⑧ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below.</p>
	Please enter the extent of your authority as director. Please tick one box.		
Extent of authority	<input type="checkbox"/> Limited ^⑦ <input checked="" type="checkbox"/> Unlimited		
Description of limited authority, if applicable			
	Are you authorised to act alone or jointly? Please tick one box.		
	<input checked="" type="checkbox"/> Alone <input type="checkbox"/> Jointly ^⑧		
If applicable, name(s) of person(s) with whom you are acting jointly			

I certify this to be a true copy of the original

DUPLICATE FOR FILE

Robert
ANTONIO ERGOTOKITOU

108971C



**COMPANIES REGISTRY
ISLE OF MAN**

Certificate of Incorporation

THE FINANCIAL SUPERVISION COMMISSION CERTIFIES THAT

NETWORK PROTECT LIMITED

is this day incorporated under the COMPANIES ACT 1931 to 1993 and
that the Company is Limited.

This 8TH day of AUG 2003

Assistant Manager
Companies Registry



I certify this to be a true copy of the
original
10897162

The Companies Acts 1931 to 1993

ANTONIO GARCIA TORRES

Isle of Man

Private Company Limited By Shares

ARTICLES OF ASSOCIATION

of

NETWORK PROTECT LIMITED
(the "Company")

Interpretation

11 In these Articles (as hereinafter defined)

the "Act"	means the Companies Acts 1931 to 1993, including any statutory modification or re-enactment thereof for the time being in force,
the "Articles"	means the Articles of Association of the Company,
the "Board"	means the Board of Directors of the Company,
"clear days"	in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect,
"executed"	includes any mode of execution,
"Extraordinary Resolution"	means a resolution which has been duly passed by a majority of not less than seventy-five per cent at a general meeting of which the requisite notice specifying the intention to propose the resolution has been duly given,
"the holder"	in relation to shares means the member whose name is entered in the register of members as the holder of the shares,
the "Memorandum"	means the Memorandum of Association of the Company,
"Ordinary Resolution"	means a resolution which has been duly passed by a majority at a general meeting,
the "Secretary"	means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary,

"Special Resolution"

means a resolution which has been duly passed by such a majority as is required for the passing of an Extraordinary Resolution at a general meeting of which the requisite notice for a Special Resolution specifying the intention to propose the resolution as a Special Resolution has been duly given

- 1 2 When any provision of the Act is referred to, the reference is to that provision as modified by any statute for the time being in force
- 1 3 Unless the context otherwise requires, expressions defined in the Act or any statutory modification thereof in force at the date at which these Articles become binding on the Company, shall have the meanings so defined
- 1 4 Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography, and other modes of representing or reproducing words in a visible form
2. The provisions of Table A, whether as prescribed by regulations made under the Act or any modification or re-enactment thereof shall be excluded from the Articles of Association of and shall not apply to the Company

Private Company

- 3 No invitation shall be issued to the public to subscribe for any shares or debentures of the Company

Shares

- 4 Subject to the provisions, if any, of the Memorandum and to the provisions of any resolution creating any new shares and without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares, the shares of the original or any new capital of the Company may be allotted, issued or otherwise disposed of to such persons and for such consideration and upon such terms and with such terms and with such preferred, deferred or other special rights or restrictions as the Board may determine. Subject as aforesaid, the provisions of these Articles shall apply to any new capital in the same manners in all respects as the original capital of the Company
- 5 If at any time, the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of the class) may be varied with the consent in writing of the holders of not less than three-fourths of the issued shares of that class entitled to vote or with the approval of an Extraordinary Resolution passed at a separate general meeting of the holders of the shares of the class. The provisions of these Articles relating to general meetings shall mutatis mutandis apply to every such separate general meeting
- 6 Except as required by law, no person shall be recognised by the Company as holding any share upon any trust and (except as otherwise provided by these Articles or by law) the Company shall not be bound by or recognise any interest in any share except an absolute right to the entirety thereof in the holder
7. Subject to the provisions of the Act, shares may be issued in fractional denominations to the same extent as whole shares

Employee Shares

- 8 The Board may allot any shares to or to trustees for the employees or ex-employees of the Company, credited as fully paid up or partly paid up in consideration of services rendered or about to be rendered by such employees or ex-employees or for such other consideration and upon such terms and conditions as the Board may determine

Discounts and Commissions on Shares

- 9 Except as provided by the Act, no shares shall be issued at a discount
- 10 The Company may pay a commission to any person in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally, for any shares in the Company or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any shares in the Company, provided that the commission does not exceed ten per cent of the consideration at which such shares are issued or an amount equivalent thereto. Such commission may be paid in whole or in part, in cash or fully or partly paid shares, debentures or debenture stock of the Company as may be arranged

Share Certificates

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

Share Warrants

- 15 Notwithstanding Article 6 above, shares that have been paid up in full may be converted into a share warrant.
- 16 The Company may upon receipt of a written request from a person entitled to be issued with shares, accompanied by payment of the appropriate consideration for the shares to be issued, at the expense of such person deliver a share warrant relating to such shares to any person specified in such written request. The Company may also upon receipt of a written request from the holder of shares, accompanied by the share certificate for the shares in question, exchange such shares for a share warrant

- 17 A share warrant issued by the Company shall be sealed with the common seal of the Company and shall state that the bearer is entitled to the shares therein specified and may provide by coupons, talons or otherwise for the payment of dividends or other moneys on the shares to which the share warrant relates
- 18 Subject to the provisions of the Act and of these Articles, the bearer of a share warrant shall be deemed to be a member of the Company and shall be entitled to the same rights and privileges as he would have had his name had been inscribed in the same register of the Company as the holder of the shares to which the share warrant relates
- 19 In order to exercise his rights as a member of the Company, the bearer of a share warrant shall produce such warrant as evidence of his membership of the Company Without prejudice to the generality of the foregoing, the following rights may be exercised in the following manner
- 19 1 for the purpose of exercising his voting rights at a meeting, the bearer of a share warrant shall produce such warrant to the chairman of the meeting.
- 19 2 for the purpose of exercising his vote on a resolution in writing, the bearer of a share warrant shall cause his signature to any such resolution to be authenticated as hereinafter provided,
- 19 3 for the purpose of requisitioning a meeting of members, the bearer of a share warrant shall address his requisition to the Board and his signature thereon shall be duly authenticated as hereinafter provided, and
- 19 4 for the purpose of receiving dividends, the bearer of a share warrant shall present at such places as may be designated by the Board any coupons or talons issued for such purpose or shall present the coupons or talons to any paying agent authorised to pay dividends
- 20 The signature of the bearer of a share warrant shall be deemed to be duly authenticated if the bearer of the share warrant produces such share warrant to a notary public or a bank manager or a director or officer of the Company (herein referred to as "an authorised person") and if the authorised person endorses the document bearing such signature with a statement,
- 20 1 identifying the share warrant produced to him by number and date and specifying the number of shares and the class of shares (if appropriate) to which the share warrants relates,
- 20 2 confirming that the signature of the bearer of the share warrant was subscribed in his presence; and
- 20 3 specifying the capacity in which he is qualified as an authorised person and if a notary public, affixing his seal thereto or, if a bank manager, attaching an identifying stamp of the bank of which he is a manager
- 21 Notwithstanding any other provisions of these Articles, the bearer of a share warrant may at any time deliver the warrant for such shares into the custody of the Company at its registered office, whereupon the Company shall issue a receipt therefor under the common seal of the Company identifying by name and address the person delivering such share warrant and specifying the date and number of the share warrant so deposited and the number of shares to which the share warrant relates Any such receipt may be used by the person named therein for the purpose of exercising the rights vested in the shares

represented by the share warrant so deposited; including the right to appoint a proxy. Any share warrant so deposited shall be returned to the person named in the receipt or his personal representative if such person is dead and thereupon the receipt issued therefor shall be of no further effect whatsoever and shall be returned to the Company for cancellation or, if it has been lost or mislaid, a suitable indemnity shall be given to the Company.

- 22 In no circumstances shall the Company or the chairman of any meeting of members or the Company's registrars or any director or officer of the Company or any authorised persons be obliged to inquire into the circumstances whereby a share warrant came into the hands of the bearer thereof or to question the validity or authenticity of any action taken by the bearer of a share warrant whose signature has been authenticated as provided herein.
- 23 The Board may provide for the payment of dividends to the holder of a share warrant and talons and in such event, the coupons and talons shall be in such form and payable at such time and in such place or places as the Board shall resolve. The Company shall be entitled to recognise the absolute right of the bearer of any coupon issued as aforesaid to payment of the dividend to which it relates and delivery of the coupon to the Company or its agents shall constitute in all respects a good discharge of the Company in respect of such dividend.
- 24 If any share warrant, coupon or talon is defaced, worn out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and payment of the expenses reasonably incurred by the Company in investigating evidence as the Board may determine but otherwise free of charge and, in the case of defacement or wearing out, on delivery up of the old share warrant, coupon or talon.
- 25 The Company may upon receipt of a written request from the holder of a share warrant, accompanied by such share warrant and all coupons and talons which at the date of receipt of such written request have not become due, exchange a share warrant for shares in the name of any person specified in such written request. Unless delivered in person by the holder of the share warrant to which it relates, such written request shall be authenticated as hereinbefore provided.

Lien

- 26 The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) payable at a fixed time or called in respect of such shares and the Company shall also have a lien on all shares standing registered in the name of a share holder for all moneys presently payable by him or his estate to the Company, provided that the Board 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 any amount payable in respect of it.
- 27 The Company may sell in such manner as the Board determines any shares on which the Company has lien if a sum in respect of which the lien exists is presently payable and is not paid within fourteen clear days after notice has been given to the holder of the share or to the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the shares may be sold.
- 28 To give effect to a sale, the Board may authorise some person to execute an instrument of transfer of the shares sold in favour of or in accordance with the directions of the

purchaser The title of the transferee to the shares shall not be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

- 29 The net proceeds of the sale, after payment of the costs, shall be applied in payment of so much of the sum for which the lien exists as is presently payable and any residue shall (upon surrender to the Company for cancellation of the certificate for the shares sold and subject to a like lien for any moneys not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.

Calls on Shares

- 30 Subject to the terms of issue, the Board may make calls upon the members in respect of any moneys unpaid on their shares (whether in respect of nominal value or premium) and each member shall (subject to receiving at least fourteen clear days' notice specifying when and where payment is to be made) pay to the Company as required by the notice the amount called on his shares. A call may be required to be paid by instalments. A call may, before receipt by the Company of any sum due thereunder, be revoked in whole or part and payment of a call may be postponed in whole or part. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect whereof the call was made.
- 31 The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
- 32 If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest upon the sum at the rate of four percent per annum above the rate of interest that would be payable by the Company to its bankers on an overdraft facility, calculated from the day appointed for the payment thereof to the time of the actual payment provided that the Board shall be at liberty to waive payment of that interest wholly or in part.
33. The provisions of these Articles as to the liability of joint holders and as to payment of interest shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the amount of the share or by the way of premium, as if the same had become payable by virtue of a call duly made and notified.
- 34 The Board may make arrangements on the issue of shares for a difference between the holders in the amount of calls to be paid and in times of payment.

Forfeiture of Shares

- 35 If a call remains unpaid after it has become due and payable the Board may give to the person from whom it is due not less than fourteen clear days' notice requiring payment of the amount unpaid together with any interest which may have accrued.
- 36 The notice shall name a further day (not earlier than the expiration of fourteen clear days from the date of the notice) on or before which the payment required by the notice is to be made and shall state that in the event of non-payment at or before the time appointed, the shares in respect of which the call was made will be liable to forfeiture.
- 37 If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may at any time thereafter, before the payment

required by the notice has been made, be forfeited by a resolution of the Board to that effect

- 38 Subject to the provisions of the Act, a forfeited share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the Board determines either to the person who was before the forfeiture the holder or to any person. At any time before the sale, re-allotment or other disposition, the forfeiture may be cancelled on such terms as the Board thinks fit. Where for the purposes of its disposal a forfeited share is to be transferred to any person, the Board may authorise some person to execute an instrument of transfer of the share to that person.
- 39 A person any of whose shares have been forfeited shall cease to be a member in respect of the forfeited shares but shall, notwithstanding such forfeiture, remain liable to pay to the Company all moneys which, at the date of forfeiture, were payable by him to the Company in respect of the shares.
- 40 A statutory declaration by a director or the Secretary of the Company that a share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share and the declaration shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the share and the person to whom the share is disposed of shall not be bound to see the application of the consideration, if any, nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings in reference to the forfeiture or disposal of the share.
- 41 The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the amount of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

Transfer of Shares

- 42 Any member may at any time transfer any of his shares to any relative of his (as defined below), and the personal representatives of a deceased member may transfer any of the shares registered in his name as sole holder to any relative of the deceased member becoming entitled to such shares under the will or on the intestacy of the deceased member. For the foregoing purposes "relative" means and includes any parent, wife, widow, husband or widower, child or remoter issue (whether natural or adopted) over the age of 18 years, of the member or deceased member himself or herself and either parent and the children and remoter issue (whether natural or adopted) over the age of 18 years of either parent of the deceased member.
- 43 Any shares registered in the name of one or more holders as the trustees or trustee of a will or settlement may be transferred into the name or joint names of any new or continuing trustees or trustee upon any change in the trusteeship thereof, or into the name of any person becoming absolutely entitled to such shares (whether or not in pursuance of the exercise of any discretionary power) by virtue of the trusts of such will or settlement.
- 44 Except in the case of a transfer expressly permitted under Articles 42 and 43 above the right to transfer shares in the Company shall be subject to the following restrictions.
- 44.1 Every member (and every person entitled to a share or shares in consequence of the death or bankruptcy of a member or by operation of law) who intends to transfer or otherwise dispose of shares of the Company or any interest in such shares ('the Proposing Transferor') shall, before so doing or agreeing so to do, inform the Company of his

intention by giving it notice in writing ('the Transfer Notice') The Transfer Notice shall constitute the Company the Proposing Transferor's agent empowered to sell the shares referred to in the notice (together with all rights then attached to them) at the Prescribed Price (defined below) to any member in the manner appearing below and shall not be revocable except with the unanimous agreement of the Board

- 44 2 If not more than 14 days after the date on which the Transfer Notice was given (or deemed to have been given) the Proposing Transferor and the Board shall have agreed in writing a price per share as representing its fair value, or as being acceptable to the Proposing Transferor and not more than its fair value, then such price shall be the Prescribed Price. In the absence of any agreement having been reached within the said period of 14 days either the Board or the Proposing Transferor may request the auditors for the time being of the Company to determine and certify in writing to the Company the sum per share considered by them to be fair value as between a willing seller and a willing purchaser (ignoring the fact, if such be the case, that the said shares constitute a minority interest in the Company) as at the date on which the Transfer Notice was given (or deemed to have been given) and the sum per share so determined and certified shall be the Prescribed Price. The auditors shall act at the cost and expense of the Proposing Transferor as experts and not as arbitrators and their determination shall be final and binding for all purposes (save in respect of manifest error)
- 44 3 Within 7 days of the Prescribed Price being so agreed or determined and fixed all shares included in any Transfer Notice shall be offered for purchase at the Prescribed Price by notice in writing given by the Company to all members holding shares in the Company (other than the member to whose shares the Transfer Notice relates), in proportion (as nearly as may be without involving fractions) to their existing holdings of shares ("the Offer"). The Offer shall specify a period (being not less than 21 days and not more than 42 days) within which it must be accepted or will lapse ("the Offer Period"). The Offer shall further invite each member to state in his reply the number of additional shares (if any) in excess of his proportion which he desires to purchase and if all the members do not accept the Offer in respect of their respective proportions in full the shares not so accepted shall be used to satisfy the claim for additional shares as nearly as may be in proportion to the number of shares already held by them respectively (without involving fractions or increasing the number sold to any member beyond that applied for by him)
- 44 4 If on the expiry of the Offer Period there remain unaccepted shares the subject of the Offer in accordance with the preceding provisions the Company shall be entitled but only with the consent of all of the members other than the Proposing Transferor to offer ("the Second Offer") such unaccepted shares to a third party (the identity of whom must be acceptable to all of the members other than the Proposing Transferor) at any price not lower than the Prescribed Price. The Second Offer shall be limited to a period of 21 days from the end of the Offer Period (the "Second Offer Period") and if not accepted shall be deemed to be declined
- 44 5 If members and/or a third party ('Purchasers') shall within the Offer Period or the Second Offer Period respectively agree to purchase the shares concerned the Company shall immediately give notice in writing as mentioned below to the Proposing Transferor and to the Purchasers and on payment of the Prescribed Price the Proposing Transferor shall be bound to transfer such shares to the respective Purchasers accordingly. Every such notice shall state the name and address of each Purchaser and the number and class of shares agreed to be purchased by him and the sale and purchase shall be completed at a place and time to be appointed by the Board being not less than 7 days nor more than 30 days after the date of such notice

- 44 6 If following the service of notice in accordance with Article 44 5 above a Proposing Transferor shall fail or refuse to transfer any shares to a Purchaser the Board may authorise some person to execute the necessary transfer and may deliver it on his behalf and the Company may receive the purchase money in trust for the Proposing Transferor (which it shall pay into a separate bank account in the Company's name) and cause the Purchaser to be registered as the holder of such shares. The receipt of the Company for the purchase money shall be a good discharge to the Purchaser (who shall not be bound to see to the application of the purchase money) and after the Purchaser has been registered in purported exercise of these powers the validity of the proceedings shall not be questioned by any person.
- 44 7 If at the expiry of the Second Offer Period Purchasers shall not have agreed to purchase all the shares so offered the Company shall immediately give notice in writing of that fact to the Proposing Transferor and (subject to the previous sanction of the Board, such sanction not to be unreasonably withheld) he shall then be at liberty at any time up to the expiration of 3 months after the giving of such notice to transfer all the shares which were subject to the Transfer Notice to any person on a bona fide sale at any price not being less than the Prescribed Price Provided that the Board may require to be satisfied that such shares are being transferred in pursuance of a bona fide sale for the consideration stated in the instrument of transfer without any deduction rebate or allowance whatever being given to the purchaser and if not so satisfied may refuse to register the instrument of transfer.
- 44 8 If a member, or other person entitled to transfer a share, at any time attempts to deal with or dispose of a share or any interest in a share otherwise than in accordance with the foregoing provisions of this Article, he shall be deemed immediately prior to such attempt to have served a Transfer Notice on the Company in respect of such share and the provisions of this Article shall then apply to the share. Any such Transfer Notice shall be deemed to have been served on the date on which the Board shall receive actual notice of such attempt.
- 44 9 The executors or administrators or other personal representatives (if any) of any deceased member or the trustee in bankruptcy of a bankrupt member shall be bound, at the expiry of two months from the date of his death or bankruptcy (as applicable), to give a Transfer Notice in respect of all the shares registered in the name of the deceased member at the date of his death or bankruptcy, and should such executors, administrators, trustee in bankruptcy or other personal representatives fail to give such Transfer Notice within 14 days after the expiry of such period of 2 months or should there be no such executors or administrators, trustee in bankruptcy or other personal representatives at the expiry of such period of 2 months, a Transfer Notice shall be deemed to have been given (on the basis that there is no requirement that all and not some only of the shares the subject of the notice must be sold to existing members) and the provisions of this Article shall have effect accordingly.
- 44 10 If any member (being a corporation) shall go into liquidation (compulsory or voluntarily) or have an administrator appointed or have a receiver, administrative receiver or similar official appointed of the whole or any part of its assets, its liquidator, administrator, receiver, administrative receiver or other similar official shall be bound immediately to give to the Company a Transfer Notice in respect of all the shares registered in the name of such member, and in default of such Transfer Notice being given within 30 days of it going into liquidation or having an administrator, receiver, administrative receiver or other similar official appointed, the liquidator, administrator, receiver, administrative receiver or other similar official shall be deemed to have given such notice at the expiration of the said period of 30 days (on the basis that there is no requirement that all

but not some only of the shares the subject of the notice must be sold to existing members) and the provisions of this Article shall apply accordingly.

- 44 11 Subject to the provisions of this Article 44 no transfer of any share shall be made or registered without the previous sanction of the directors who may in their absolute and uncontrolled discretion, without assigning any reason, refuse to give such sanction
- 45 The instrument of transfer of a share may be in any usual form or in any other form which the Board may approve.
- 46 A person becoming entitled to a share by reason of the death, incompetency or bankruptcy of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company or any separate meeting of the holders of any class of shares of the Company

Alteration of Capital

47. The Company may by Ordinary Resolution
- 47.1 increase its share capital by new shares of such amount as the resolution prescribes,
- 47 2 consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
- 47 3 subject to the provisions of the Act, sub-divide its shares or any of them into shares of smaller amount and the resolution may determine that, as between the shares resulting from the sub-division, any may have any preference or advantage as compared with the others, and
- 47 4 cancel shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled
- 48 Subject to the provisions of the Act, the Company may by Special Resolution reduce its share capital, any capital redemption reserve fund or any share premium account in any way
- 49 Subject to the provisions of the Act and these Articles, shares in the capital of the Company may be issued on terms that they are redeemable or are liable to be redeemed at the option of the Company or the holder and such redemption may, subject to the provisions of the Act, be effected on such terms and in such manner as the Board may from time to time determine
- 50 Subject to the provisions of the Act and these Articles, any shares may be converted into redeemable shares which are redeemable or liable to be redeemed at the option of the Company or the holder and such redemption may, subject to the provisions of the Act, be effected on such terms and in such manner as the Board may from time to time determine
- 51 Subject to the provisions of the Act, the Company may purchase its own shares, including redeemable shares

- 52 Subject to the provisions of the Act, the Company may make a payment in respect of the redemption or purchase of its own shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares

General Meetings

- 53 An annual general meeting shall be held at least once in every calendar year and not more than fifteen months after the holding of the last preceding annual general meeting, provided that, as long as the Company holds its first general meeting within eighteen months of its corporation, it need not hold it in the calendar year of its corporation or in the following calendar year
- 54 All general meetings other than the general meetings shall be called extraordinary general meetings
- 55 The Board may call general meetings at any time On the requisition of members pursuant to the provisions of the Act, the Board shall forthwith proceed to convene an extraordinary general meeting for a date not later than eight weeks after receipt of the requisition In addition, any director may call an extraordinary general meeting

Notice of General Meetings

- 56 An extraordinary general meeting called for the passing of a Special Resolution shall be called by a least twenty-one clear days' notice, provided that, if all the members entitled to vote at any such meeting so agree, a resolution may be proposed and passed as a Special Resolution at a meeting of which less than twenty-one days' notice has been given
- 57 All other extraordinary general meetings and annual general meetings shall be called by a least seven clear days' notice, but a general meeting may be called by shorter notice if it is so agreed
- 57 1 in the case of an annual general meeting, by all the members entitled to attend and vote thereat, and
- 57 2 in the case of any other meeting, by the holders of not less than ninety-five per cent in nominal value of the shares entitled to vote at the meeting concerned
- 58 The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such.
- 59 Subject to the provisions of these Articles and to any restrictions imposed on any shares, the notice shall be given to all the members, to all persons entitled to a share in consequence of the death, incompetency or bankruptcy of a member and to the directors and auditors
- 60 The accidental omission to give notice of a meeting to or the non-receipt of a notice of a meeting by any person entitled to receive such notice shall not invalidate the proceedings at any meeting

Proceedings at General Meetings

- 61 All business transacted at an extraordinary general meeting and all business transacted at an annual general meeting with the exception of sanctioning a dividend, the consideration of the accounts, balance sheets and the report of the directors and auditors, the election of directors and other officers and the fixing of the remuneration of the auditors, shall be deemed to be special business
- 62 No business shall be transacted at any meeting unless a quorum is present. Two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum, provided that if the Company has only one member, one person, being the member his proxy or a duly authorised representative of a corporation, shall be a quorum
63. If within half an hour from the time appointed for the meeting, a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved, in any other case it shall stand adjourned to the same day in the next week, at the same time and place and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum
- 64 The chairman of the Board shall preside at every general meeting but if the Board has not appointed a chairman of the Board or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding the meeting or shall be unwilling to act as chairman, the members present shall choose a director or if no director is present or if all the directors present decline to take the chair, they shall choose a member present to be chairman of the meeting
- 65 A director shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting and at any separate meeting of the holders of any class of shares in the Company
- 66 The chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. It shall not be necessary to give any notice of an adjournment or of the business transacted at an adjourned meeting
- 67 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded by the chairman or any member present in person or by proxy or a representative of a corporation, entitled to vote at the meeting
- 68 Unless a poll is demanded, a declaration by the chairman that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority and an entry to that effect in the minute book the Company shall be conclusive evidence thereof without proof of the number or proportion the votes recorded in favour of or against such resolution
- 69 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made

- 70 If a poll is duly demanded, it shall be taken in such manner as the chairman directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded
- 71 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote
- 72 A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If the poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made
- 73 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case, at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken

Votes of Members

- 74 Subject to any rights or restrictions attached to any shares, on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative, not being himself a member entitled to vote, shall have one vote and on a poll every member shall have one vote for every share of which he is the holder
- 75 In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy or (being a corporation) by a duly authorised representative, shall be accepted to the exclusion of the votes of the other joint holders, and for this purpose seniority shall be determined by the order in which the names stand in the register of members
- 76 A member in respect of whom an order has been made by any court having jurisdiction (whether in the Isle of Man or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person authorised for the purpose appointed by that court and any such receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the Board of the authority of the person claiming to exercise the right to vote shall be deposited at the registered office of the Company or at such other place as is specified in accordance with these Articles for the deposit of instruments of proxy, not less than forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default, the right to vote shall not be exercisable
- 77 No member shall vote at any general meeting or at any separate meeting of the holders of any class of shares in the Company in respect of any share held by him unless all moneys presently payable by him in respect of that share have been paid
- 78 On a poll votes may be given either personally or by proxy. A member may appoint more than one proxy to attend on the same occasion

- 79 A resolution in writing signed by every member of the Company for the time being entitled to receive notice of and to attend and vote at general meetings shall have the same effect and validity as a unanimous resolution of the members passed at a general meeting of the Company duly convened and held. Such resolution in writing may be contained in one document or in several documents in like form each signed by one or more members

Proxy

80. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing or, if the appointer is a corporation, either under seal or under the hand of an officer or attorney duly authorised. A proxy need not be a member of the Company
81. The instrument appointing a proxy and the authority (if any) under which it is signed, or a certified copy of such authority, shall be deposited at the registered office of the Company or at such other place as is specified for that purpose in the notice calling the meeting or in any instrument of proxy sent out by the Company in relation to the meeting or in any instrument of proxy sent out by the Company in relation to the meeting, not less than forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote and in default the instrument of proxy shall not be treated as valid unless the Board in its discretion determines otherwise
82. An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Board may approve)

"[] Limited

I/We, [], of [], being a member of the above-named Company, hereby appoint [] of [] or failing him, [] of [], as my/our proxy to vote in my/our name(s) and on my/our behalf at the annual/extraordinary general meeting of the Company to be held on [] and at any adjournment thereof

Signed on []"

83. Where it is desired to afford members an opportunity of instructing the proxy how he shall act, the instrument appointing a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Board may approve)

"[] Limited

I/We, [], of [], being a member/members of the above-named Company, hereby appoint [] of [], or failing him, [], as my/our proxy to vote in my/our name(s) and on my/our behalf at the annual/extraordinary general meeting of the Company to be held on [] and at any adjournment thereof

This form is to be used in respect of the resolutions mentioned below as follows

Resolution No 1 *for *against

Resolution No 2 *for *against

* strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting

Signed on []"

- 84 The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll

Decisions of a Single Member

- 85 Where the Company has only one member and he takes any decision which may be taken by the Company in general meeting, he shall (unless that decision is taken by way of a written resolution) provide the Company with a written record of that decision

Corporations Acting by Representatives at Meetings

- 86 Any corporation which is member of the Company may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company or of any class of members of the Company and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the Company

Number of Directors

- 87 Unless otherwise determined by Ordinary Resolution, the number of directors shall not be subject to any maximum The number of directors shall not be less than two
- 88 If the number of directors shall be reduced to one, it shall be the duty of the remaining director to appoint one or more directors and pending such appointment, any other powers vested in the Board by statute or otherwise shall be suspended

Appointment, Retirement and Removal of Directors

- 89 The Company may from time to time by Ordinary Resolution appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director
- 90 The Board may from time to time appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director
- 91 A director may by notice in writing to the Company resign the office of director, in which case he shall cease to be a director with effect from the date (being a date not later than the date of the notice) specified in the notice or, if no date is so specified, the date of the notice
- 92 The directors shall not be required to retire by rotation
- 93 The Company may by Ordinary Resolution remove any director

Disqualification of Directors

- 94 The office of a director shall be vacated if

- 94 1 he is absent from five or more consecutive meetings of the Board without special leave of absence from the other directors and they pass a resolution that he has by reason of such absence vacated office,
- 94 2 he becomes bankrupt or insolvent or enters into an arrangement with his creditors generally,
- 94 3 he is prohibited from being a director by an order made under any of the provisions the Act,
- 94 4 he is found lunatic or becomes of unsound mind

Alternate Directors

- 95 Any director (other than an alternate director) may appoint any other director or any other person approved by resolution of the Board and willing to act, to be an alternate director and may remove from the office an alternate director so appointed by him
- 96 An alternate director shall be entitled to receive notice of all meetings of the Board and of all meetings of committees of the Board of which his appointor is a member, to attend and vote at any such meeting at which the director appointing him is not personally present and generally to perform all the functions of his appointor as a director in his absence but shall not be entitled to receive any remuneration from the Company for his services as an alternate director
- 97 An alternate director shall cease to be an alternate director if his appointor ceases to be a director
- 98 Any appointment or removal of an alternate director shall be by notice to the Company signed by the director making or revoking the appointment or in any other manner approved by the Board
- 99 Save as otherwise provided in these Articles, an alternate director shall be deemed for all purposes to be a director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the director appointing him
- 100 The remuneration of any alternate director shall be payable out of the remuneration payable to the director whom he represents and shall consist of such portion of the last-mentioned remuneration as shall be agreed between the alternate director and the director whom he represents

Remuneration; Expenses; Gratuities and Pensions

- 101 The remuneration of each director shall from time to time be determined by the Board
- 102 Members of the Board may be paid all travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of directors or committees of directors or general meetings or separate meetings of the holders of any class of shares or of debentures of the Company or otherwise in connection with the discharge of their duties
- 103 Subject to the provisions of the Act, the Board may provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for any director who has held but no longer holds any executive office or employment with the Company or with

any body corporate which is or has been a subsidiary of the Company or a predecessor in business of the Company or of any such subsidiary and for any member of his family (including a spouse and former spouse) or any person who is or was dependant on him and may (as well before as after he ceases to hold such office or employment) contribute to any fund and pay premiums for the purchases or provision of any such benefit

Directors' Interests

- 104 A director may hold any other office or place of profit under the Company, except that of auditor, upon such terms as to remuneration, tenure of office and otherwise as may be determined by the Board
- 105 No director shall be disqualified by his office from contracting with the Company, either as a vendor, purchaser or otherwise, nor shall any such contract or any contractor arrangement entered into or on behalf of the Company in which any director shall be in any way interested be avoided, nor shall any director so contracting or being interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such director holding office or the fiduciary relationship thereby established, but a director shall disclose the nature of his interest in any contract or arrangement in which he is interested in the manner required by the Act and it is expressly declared that a director may as a director vote in respect of any contract which he may make with the Company or in which he may be so interested and if he does so, his vote shall be counted and he may be reckoned for the purpose of constituting a quorum of the directors

Powers of the Board

106. Subject to the provisions of the Act, the Memorandum and the Articles and to any directions given by Special Resolution the business of the Company shall be managed by the directors who may exercise all the powers of the Company. No alteration of the Memorandum or Articles and no such direction shall invalidate any prior act of the directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the directors by the Articles and a meeting of the Board at which a quorum is present may exercise all powers exercisable by the directors
- 107 The Board may from time to time at its discretion raise or borrow any sum or sums of money for the purposes of the Company and may raise or secure the repayment of such money in such manner and upon such terms and conditions as it thinks fit and in particular by the issue of debentures or debenture stock or mortgage, charge or grant any other security on the undertaking of the whole or any part of the property of the Company (both present and future) including its uncalled capital
- 108 All acts done by any meeting of the Board or of a committee of the Board or by any person acting as a director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such director or person acting as aforesaid or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a director

Delegation of Board's Powers

- 109 Subject to the provisions of the Act, the Board may appoint one or more of its number to the office of managing director or to any other executive office under the Company and may enter into an agreement or arrangement with any director for his employment by the

Company or for the provision by him of any services outside the scope of the ordinary duties of a director Any such appointment, agreement or arrangement may be made upon such terms as the Board determines and it may remunerate any such director for his services as it thinks fit Any appointment of a director to an executive office shall terminate if he ceases to be a director but without prejudice to any claim to damages for breach of the contract of service between the director and the Company

- 110 The Board may delegate any of its powers to committees consisting of such member of the Board as it thinks fit, any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Board and in the absence of any such regulation, shall conform to these Articles insofar as they relate to the conduct of proceedings of the Board mutatis mutandis
111. The Board may from time to time provide through local boards, attorneys or agencies for the management of the affairs of the Company in any country in the world and may appoint any persons to be members of such local boards or as attorneys or agents and may remove any persons so appointed and appoint others in their place and may fix their remuneration
- 112 The Board may from time to time delegate to any such local board, attorney or agent any of the powers, authorities and discretions for the time being vested in the Board and any such delegation may be made on such terms and for such period and subject to such conditions as the Board may think fit and may include a power to sub-delegate all or any of the powers, authorities and discretions vested in it, and any such powers of delegation may contain such provisions for the protection and convenience of persons dealing with any such local board, attorney or agent as the Board may think fit The Board may at any time annul or vary any such delegation but no person dealing in good faith and without notice of such annulment or variation shall be affected thereby

Proceedings of the Board

- 113 Meetings of the Board or of any local boards, attorneys, agents or agencies appointed under these Articles shall be held in whatsoever country the Board decides
- 114 A director may and the Secretary on the requisition of a director shall, at any time summon a meeting of the Board
- 115 The Board may elect a chairman of the Board to preside over its meetings and determine the period for which he is to hold office, but if no such chairman is elected or if at any meeting the chairman is not present within five minutes after the time appointed for holding the meeting or declines to act as chairman, the directors present may choose one of their number to be chairman of the meeting
- 116 The quorum necessary for the transaction of the business of the Board may be fixed by the Board and unless so fixed shall be two A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum
- 117 Questions arising at any meeting of the Board shall be decided by a majority of votes In case of an equality of votes, the chairman shall have a second or casting vote A director who is also an alternate director shall be entitled in the absence of his appointor to a separate vote on behalf of his appointor in addition to his vote
- 118 The Board shall cause minutes to be made recording all appointments of officers made by the Board, the names of the directors present at each meeting of the Board and of any

committee of the Board and all resolutions and proceedings at all meetings of the Company and of the Board and of the committees of the Board

119. A resolution in writing, signed by every member of the Board, shall have the same effect and validity as a resolution of the Board duly passed at a meeting of the Board duly convened and constituted. Such resolution may consist of several documents in like form each signed by one or more directors. A resolution signed by an alternate director need not also be signed by his appointor. A resolution signed by a director who has appointed an alternate director need not be signed by the alternate director in that capacity.
120. Any director or member of a committee of the Board may participate in a meeting of the Board or such committee by means of telephonic or similar communications whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting. The location of such telephonic meeting shall be deemed to be the place at which the chairman of the meeting was located at the time of the meeting.

Indemnity

121. Every director and other officer of the Company shall be indemnified and held harmless out of assets of the Company against all loss or damage (including legal fees) which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto and no director or other officer shall be liable for any loss or damage which may be incurred by the Company in the execution of the duties of his office or in relation thereto, provided that this Article shall only have effect insofar as its provisions are not avoided by the Act. In particular, but without derogating from the generality of the above, the Company may indemnify every director and other officer of the Company against any liability incurred by him in defending any proceeding, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under the Act in which relief is granted to him by the Court.
122. The Company may purchase and maintain for every director and other officer insurance against any liability referred to in the previous resolution.
123. The Board may execute, in the name of or on behalf of the Company, in favour of any director or other person who may incur to be about to incur any personal liability for the benefit of the Company, such debenture or mortgage of the Company's property (present and future) as it thinks fit and such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed upon.

Secretary

124. Subject to the provisions of the Act, the Secretary shall be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit and any Secretary so appointed may be removed by it.

Seal

125. The Company shall have a common seal in a form to be determined by the Board on which the Company's name shall be engraved in legible characters.
126. The Company may have an official seal for use in any territory, district or place outside the Isle of Man. Such seal shall be a facsimile of the common seal of the Company with

the addition on its face of the name of every territory, district or place where it is to be used

- 127 The Company's seals shall only be used by the authority of the Board or of a committee of the Board authorised by the Board. Every instrument to which a seal is affixed shall be signed by one or more persons determined by the Board and unless otherwise so determined, shall be signed by a director and by the Secretary or by a second director

Dividends and Reserves

- 128 Subject to the provisions of the Act, the Company may by ordinary Resolution declare dividends in accordance with respective rights of the members, provided that no dividend shall exceed the amount recommended by the Board
- 129 Subject to the provisions of the Act, the Board may pay interim dividends if it appears to it that they are justified by the profits of the Company available for distribution. If the share capital is divided into different classes, the Board may pay interim dividends on shares which confer deferred or non-preferred rights with regard to dividends as well as on shares which confer preferential right with regard to dividends, but no interim dividend shall be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears. The Board may also pay at intervals settled by them any dividend payable at a fixed rate if it appears to it that the profits available for distribution justify the payment. Provided the Board acts in good faith it shall not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on any shares having deferred or non-preferred rights
- 130 Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, dividends shall be declared and paid according to the amounts paid on the shares but if and so long as nothing is paid up on any of the shares in the Company, dividends may be declared and paid according to the nominal value of the shares
- 131 The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks proper as a reserve or reserves which shall, at the discretion of the Board, be applicable for meeting contingencies or for equalising dividends or for any other purposes to which the profits of the Company may be properly applied and pending such application may, at the like discretion, either be employed in the business of the Company or be invested in such investments as the Board may from time to time think fit
- 132 If several persons are registered as joint holders of any share, any one of them may give effectual receipts for any dividend or other moneys payable on or in respect of the share
- 133 Any dividend may be paid by cheque or warrant sent through the post to the registered address of the member or person entitled thereto or in the case of joint holders, to any one of such joint holders at his registered address or to such person and such address as the member or person entitled thereto or such joint holders, as the case may be, may direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent or to the order of such other person as the member or person entitled thereto or such joint holders, as the case may be, may direct
- 134 No dividend shall bear interest against the Company

Distributions

- 135 Any general meeting declaring a dividend may resolve that such dividend be paid wholly or in part by the distribution of specific assets and/or cash and in particular of paid-up shares, debentures or debenture stock of the Company or paid-up shares, debentures or debenture stock of any other Company or in any one or more of such ways
- 136 Any general meeting may upon the recommendation of the Board by Ordinary Resolution resolve that any undeclared profits of the Company not required for paying fixed dividends on any preference shares (including profits carried and standing to the credit of any reserve or reserves or other special account or otherwise and including profits arising from the appreciation in value of capital assets) be capitalised and distributed among the members by way of special bonus in accordance with their rights on the footing that they become entitled thereto as capital and that all or any part of such capitalised fund be applied on behalf of the Company and that such unissued shares so fully paid be distributed accordingly amongst the holders of shares in accordance with their rights and shall be accepted by them in full satisfaction of their interest in the said capitalised sum
- 137 For the purpose of giving effect to any resolution under the foregoing Articles, the Board may settle any difficulty which may arise in regard to the distribution as it thinks expedient and in particular, may issue fractional certificates and may fix the value for distribution of any specific asset and may determine that cash payments shall be made to any members upon the footing of the value so fixed or that fractions of less value than a value determined by the Board may be disregarded in order to adjust the rights of all parties and may vest any such cash or specific assets in trustees upon such trusts for the person entitled to the dividend or capitalised fund as may seem expedient to the Board

Accounting Records

- 138 The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of members not being directors and no members (not being a director) shall have any right to inspect any account or book or document of the Company except as conferred by statute or authorised by the Board or by the Company in general meeting
- 139 The Company elects that its accounts and reports need not be laid before the Company in general meeting

Audit

- 140 The Company elects to dispense with compliance with the requirements of the Act which relate to the audit of accounts of companies for so long as the Company is qualified so to do by law

Notices

- 141 Any notice to be given to or by any person pursuant to these Articles shall be in writing except that a notice calling a meeting of the Board need not be in writing
- 142 A notice may be given by the Company to any member either personally or by sending it by post to him to his registered address or to the address or facsimile number, if any, supplied by him to the Company for the giving of notices to him Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing,

prepaying and posting a letter containing the notice and to have been effected at the expiration of forty-eight hours after the letter containing the same is posted

- 143 A notice may be given by the Company to the joint holders of a share by giving the notice to the joint holder named first in the register of members in respect of the share
- 144 A notice may be given by the Company to the persons entitled to a share in consequence of the death, incompetency or bankruptcy of a member by sending it through the post in a prepaid letter addressed to them by name or by the title of representatives of the deceased or curator of the incompetent or trustee of the bankrupt or by any like description, at the address supplied for the purpose by the persons claiming to be so entitled or (until such an address has been so supplied) by giving the notice in any manner in which the same might have been given if the death, incompetence or bankruptcy had not occurred
- 145 A notice required to be given to the holders of share warrants issued to bearer shall be given by publishing the notice in a newspaper circulating in the Isle of Man and such other place, if any, as the Company shall from time to time by Ordinary Resolution determine. Such notice shall be published on the day following the day that notices are despatched to members

Winding Up

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



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**CERTIFICATE OF REGISTRATION
OF AN OVERSEA COMPANY**

(Registration of a UK establishment)

Company No. FC035509

UK Establishment No. BR020594

The Registrar of Companies hereby certifies that

NETWORK PROTECT UK OFFICE LIMITED

has this day been registered under the Companies Act 2006 as having
established a UK Establishment in the United Kingdom.

Given at Companies House on **17th August 2018.**



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**