

# COMPANIES FORM No. 12

12

## Statutory Declaration of compliance with requirements on application for registration of a company

Please do not  
write in  
this margin

Pursuant to section 12(3) of the Companies Act 1985

Please complete  
legibly preferably  
in black type, or  
bold block lettering

To the Registrar of Companies

For official use

For official use

\* insert full name  
of company

Name of company

ANCHOR INSURANCE MANAGEMENT LIMITED

I, RACHEL FUTERMAN

of 124-128 City Road

London EC1V 2NJ

§ delete as  
appropriate

do solemnly and sincerely declare that I am a [Solicitor engaged in the formation of the company]§  
[person named as director or secretary of the company in the statement delivered to the registrar  
under section 10(2)]§ and that all the requirements of the above Act in respect of the registration  
of the above company and of matters precedent and incidental to it have been complied with,  
And I make this solemn declaration conscientiously believing the same to be true and by virtue  
of the provisions of the Statutory Declarations Act 1835

Declared at 239 Shaftesbury Avenue

Declarant to sign below

London WC2H 8PJ

Dated the 26th 1983

Before me

A commissioner for Oaths or Notary Public or Justice of  
the Peace or Solicitor having the powers conferred on a  
Commissioner for Oaths.

Presenter's name address and  
reference (if any):

For official Use

New Companies Section

Post room



# Companies Form No. 10

## Statement of first directors and secretary and intended situation of registered office



Pursuant to section 10 of the Companies Act 1985

To the Registrar of Companies

For official use

Name of company

ANCHOR INSURANCE MANAGEMENT LIMITED

The intended situation of the registered office of the company on incorporation is as stated below

124 - 128 City Road, London, EC1V 2NJ

if the memorandum is delivered by an agent for the subscribers of the  
memorandum please mark 'X' in the box opposite and insert  
the agent's name and address below

X

STANLEY DAVIS COMPANY SERVICES LTD  
124-128 CITY ROAD  
LONDON  
EC1V 2NJ

Number of continuation sheets attached

Presenter's name address and  
reference (if any):


For official Use

General Section


Post room


--	--

The names and particulars of the person who is to be the first director of the company are as follows:

Name STANLEY HAROLD DAVIS		Business occupation COMPANY DIRECTOR
Previous name(s) NONE		Nationality British
Address 124/128 CITY ROAD LONDON		Date of birth (where applicable) N/A
Postcode EC1V 2NJ		
Other directorships  STANLEY DAVIS COMPANY SERVICES LTD		
I consent to act as director of the company named on Page 1		
Signature 		Date 11 APR 1988

The name and particulars of the person who is to be the first secretary of the company are as follows:

Name RACHEL FUTERMAN	
Previous name(s) NONE	
Address 124/128 CITY ROAD LONDON	
Postcode EC1V 2NJ	
I consent to act as secretary of the company named on Page 1	
Signature 	Date 11 APR 1988

Signature of agent on behalf of subscribers 	Date 11 APR 1988
---	------------------

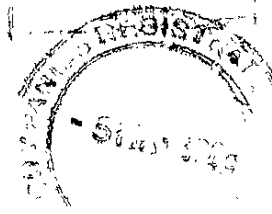
The Companies Act 1985  
Private Company Limited by Shares

205 124  
(Company Services) -  
124 125 Gm. R. 5  
124 125 Gm. R. 5  
Telegrams 01-250 345  
Telex 21957-DAVIS

MEMORANDUM OF ASSOCIATION

of

ANCHOR INSURANCE MANAGEMENT LIMITED



1. The Company's name is Anchor Insurance Management Limited
2. The Company's registered office is to be situated in England and Wales
3. The Company's objects are:-
  - (A) (i) To carry on the business of brokers and agents of every description; to carry on the business of insurance brokers and agents, mortgage brokers and agents, Building Society representatives; to effect as agents for others assurances of every kind and against every and any contingency; to act as agents for manufacturers, wholesalers and distributors of articles and products and goods of every and any description; to act as agents for finance houses, hire purchase companies, and other financial institutions; to act as agents and/or brokers in respect of any contract entered into by the Company; to carry on business in the United Kingdom and the whole of the world.
  - (ii) To carry on the business of financial consultants, financiers and industrial bankers, capitalists, financial agents and advisors for commodities, goods, wares, vehicles, apparatus, machinery and articles of every description and in connection therewith or otherwise to loan and advance money to and to purchase accounts on behalf of such persons, firms or companies, concerned in any way whatever in the sale or purchase in manner aforesaid of the beforementioned articles or goods; to carry on the business of financing transactions and guaranteeing or giving security for the payment of money or the performance of any obligation or undertaking; to carry on the business of financiers, financial agents, bill discounters, company promoters, underwriters and dealers in stocks, shares, loans, annuities and other securities, mortgage brokers and insurance agents.

OC70



- (B) To carry on any other trade or business which can, in the opinion of the Board of Directors, be advantageously carried on by the Company.
- (C) To acquire by purchase, lease, exchange, hire or otherwise, or to hold for any estate or interest, any land, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business.
- (D) To erect, alter or maintain any buildings, plant and machinery necessary or convenient for the Company's business and to contribute to or subsidise the erection, construction and maintenance of any of the above.
- (E) To acquire by subscription or otherwise and hold, sell, deal with or dispose of any shares, stock, debentures, debenture stocks, or other securities of any kind whatsoever, guaranteed by any company constituted or carrying on business in any part of the world and debentures, debenture stock and other securities of any kind guaranteed by any Government or Authority, Municipal, Local or otherwise, whether at home or abroad, and to subscribe for the same either conditionally or otherwise and to guarantee the subscription thereof and to exercise and enforce all rights and powers conferred by the ownership thereof.
- (F) To receive money on deposit either without security or secured by debentures, debenture stock (perpetual or terminable), mortgage or other security charged on the undertaking or on all or any of the assets of the Company including uncalled capital, and generally to act as bankers.
- (G) To borrow and raise money in any manner and to secure with or without consideration the repayment of any money borrowed, raised, or owing by mortgage, charge, debenture, debenture stock, bond, standard security, lien or any other security of whatsoever nature upon the whole or any part of the Company's property or assets (whether present or future) including its uncalled capital, and also by a similar mortgage, charge, debenture, debenture stock, bond, standard security, indemnity, lien or security of whatsoever nature to secure and guarantee the performance by the Company or any other company or person (including, but without prejudice to the generality of the foregoing) the holding company of the Company or any company which is a subsidiary of such holding company with each case the meaning of section 736 of the Act, of any obligation or liability it or such person or company may undertake or which may become binding upon it or such person or company, and to secure any securities of the Company by a Trust Deed or other assurance and to enter into partnership or any joint purse arrangement with any person, persons, firm or company.
- (H) To lend money with or without security, and to invest money of the Company upon such terms as the Company may approve, and to guarantee the dividends, interest and capital of the shares, stocks or securities of any company of or in which the Company is a member or is otherwise interested, and generally as the Directors think fit.
- (I) To apply for, purchase or otherwise acquire and hold or use any patents, licences, concessions, copyrights and the like, conferring any right to use or publish any secret or other information and to use, exercise, develop or grant licences in respect of the property, rights or information so acquired.

- (J) To take part in the formation, management, supervision or control of the business or operation of any company or undertaking and for that purpose to appoint and remunerate any Directors, Accountants, Consultants, experts or agents.
- (K) To employ experts, consultants and valuers to investigate and examine the condition, prospects, value, character and circumstances of any business concerns and undertakings and generally of any assets, property or rights
- (L) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition or taking over of all or any of the assets or liabilities of the Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or the interests of the Company and to acquire, hold or dispose of shares, stocks or securities issued by or any other obligations of any such other company.
- (M) To draw, accept and negotiate promissory notes, bills of exchange and other negotiable instruments.
- (N) To invest and deal with the monies of the Company not immediately required for the purposes of the business of the Company in or upon such investments and in such manner as the Company may approve.
- (O) To pay for any property or rights acquired by the Company either in cash or by the issue of fully or partly paid up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.
- (P) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares or stock of any company or corporation, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgages or other securities of any company or corporation or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.
- (Q) To enter into arrangements for joint working in business or amalgamate with or enter into any partnership or arrangement for sharing profits, union of interests, reciprocal concession or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of the Company or which is capable of being carried on so as directly or indirectly to benefit the Company.
- (R) To purchase or otherwise acquire, take over and undertake all or any part of the business, property, liabilities and transactions of any person, or company carrying on any business the carrying on of which is calculated to benefit the Company or to advance its interests, or possessed of property suitable for the purposes of the Company.
- (S) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of

the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.

- (T) To provide for the welfare of persons employed or formerly employed by the Company and to grant pensions, allowances, gratuities and bonuses to officers or ex-officers, employees or ex-employees of the Company or its predecessors in business or of any associated company of the Company or its predecessors in business or the dependants of such persons and to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory), with a view to providing pensions or other funds for any such persons as aforesaid or their dependants.
- (U) To subscribe to or otherwise aid the establishment and support of, any schools and any educational, scientific, literary, religious, or charitable institutions or trade societies, whether such institutions or societies be solely connected with the business carried on by the Company or its predecessors in business or not, and to institute and maintain any club or other establishment.
- (V) To distribute in specie assets of the Company properly distributable amongst the members, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- (W) To do all or any of the things hereinbefore authorised, either alone or in conjunction with others, or as factors, trustees or agents for others, or by or through factors, trustees or agents.
- (X) To do all such other things as are incidental to or which the Company may think conducive with the above objects or any of them.

The objects set forth in any sub-clause of this clause shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except when the context expressly so requires, be in any way limited to or restricted by reference to or inference from any other object or objects set forth in such sub-clause or from the terms of any other sub-clause or by the name of the Company. None of such sub-clauses or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have full power to exercise all or any of the powers and to achieve or to endeavour to achieve all or any of the objects conferred by and provided in any one or more of the said sub-clauses.

4. The liability of the Members is limited.

5. The Share Capital of the Company is £1,000 divided into 1,000 shares of £1 each.

WE, the several persons whose names, addresses and descriptions are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Names, Addresses and Descriptions  
of Subscribers

Number of Shares taken  
by each Subscriber

STANLEY HAROLD DAVIS  
124-128, City Road  
LONDON  
EC1V 2NJ



ONE

Company Director

RACHEL FUTERMAN  
124-128, City Road  
LONDON  
EC1V 2NJ



ONE

Company Director

Dated the 11th day of March 1988

WITNESS to the above Signatures:-

IRENE POTTER  
124-128, City Road  
LONDON  
EC1V 2NJ



Barrister-at-Law



The Companies Act 1985  
Private Company Limited by Shares

ARTICLES OF ASSOCIATION

of

ANCHOR INSURANCE MANAGEMENT LIMITED

PRELIMINARY

1. Subject as hereinafter provided the Regulations incorporated in Table A set out in the Schedule to The Companies (Tables A to F) Regulations 1985 shall apply to the Company.
2. Regulations 3, 8, 24, 35, 64, 73 to 77 (inclusive), 94 to 97 (inclusive), the second and third sentences of Regulation 79 and the last sentence of Regulation 84 of Table A shall not apply to the Company but the Regulations hereinafter contained together with the remaining Regulations of Table A shall, subject to the modifications hereinafter expressed, constitute the Regulations of the Company.
3. Any reference in these Regulations to an enactment shall be construed as a reference to that enactment as amended or extended by or under any other enactment.

PRIVATE COMPANY

4. The Company is a private company, and accordingly:-
  - (a) no shares in or debentures of the Company shall be offered to the public (whether for cash or otherwise); and
  - (b) no shares in or debentures of the Company shall be allotted, nor shall any agreement to allot such shares or debentures be made, (whether for cash or otherwise), with a view to all or any of such shares or debentures being offered for sale to the public, and sections 58(3), 59 and 60 of the Act shall apply for the purposes of this Regulation as they apply for the purposes of the Act.

INTERPRETATION

5. In Regulation 1 of Table A there shall be inserted before the words "office" and "secretary" the word "the" and between the words "regulations" and "the Act" the words "and in any regulations adopting in whole or in part the same".

SHARES

6. Subject to the provisions of the next following Regulation the Directors are authorised for the purposes of section 80 of the Act to exercise the power of the Company to allot shares to the amount of the authorised but unissued share capital of the Company at the date hereof and the Directors may allot,

grant options over or otherwise dispose of such shares to such persons, on such terms and in such manner as they think fit provided always that:-

(i) save as provided in sub-paragraph (ii) of this Regulation the authority given in this Regulation to the Directors to exercise the power of the Company to allot shares shall expire five years after the date of incorporation of the Company;

(ii) the Members in General Meeting may by Ordinary Resolution:-

(a) renew the said authority (whether or not it has been previously renewed) for a period not exceeding five years, but such Resolution must state (or restate) the amount of shares which may be allotted under such renewed authority or, as the case may be, the amount remaining to be allotted thereunder, and must specify the date on which the renewed authority will expire;

(b) revoke or vary any such authority (or renewed authority);

(iii) notwithstanding the provisions of sub-paragraph (i) and (ii) of this Regulation the Company may make an offer or agreement which would or might require shares to be allotted after such authority has expired and in pursuance of such an offer or agreement the Directors may allot shares notwithstanding that such authority or renewed authority has expired.

In this Regulation any reference to the allotment of shares shall include a reference to the grant of any right to subscribe for, or to convert any security into shares, but shall not include any reference to the allotment of shares pursuant to such a right.

7. In accordance with section 91 of the Act Sections 89(1), and 90(1) to (6) of the Act are excluded from applying to the Company. Any shares for the time being unissued shall be offered to the Members in proportion as nearly as may be to the number of existing shares held by them respectively unless the Company shall by Special Resolution otherwise direct. Such offer shall be made by written notice specifying the number of shares offered and specifying a period (not being less than fourteen days) within which the offer, if not accepted, will lapse and determine. After the expiration of that period, or on the receipt of an intimation in writing from the offeree that he declines to accept the shares so offered, the Directors may in accordance with the provisions of these Regulations allot, grant options over or otherwise dispose of the same to such persons, on such terms and in such manner as they think most beneficial to the Company. The Directors may in like manner and subject as aforesaid, allot any such new or original shares which by reason of the proportion borne by them to the number of persons entitled to any such offer as aforesaid or by reason of any other difficulty in apportioning the same cannot in the view of the Directors effectually be offered in the manner aforesaid.

8. Subject to Chapter VII of the Act, and to Regulation 12, the Company may purchase its own shares (including redeemable shares) whether out of distributable profits or the proceeds of a fresh issue of shares or otherwise.

9. Subject to Chapter VII of the Act, any shares may, with the sanction of an Ordinary Resolution, be issued on the terms that they are, at the option of the Company or the shareholder, liable to be redeemed on such terms and in such manner as the Company before the issue of the shares may by Special

Resolution determine, and whether out of distributable profits or the proceeds of a fresh issue of shares or otherwise.

10. Subject to Chapter VI of the Act, the Company may give financial assistance for the purpose of or in connection with any acquisition of shares made or to be made in the Company or its holding company.

#### LIEN

11. The lien conferred by Regulation 8 of Table A shall attach to all shares whether fully paid or not and to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole holder thereof or one of two or more joint holders. The Company shall have a first and paramount lien on every share (not being fully paid) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share and the Company shall also have a first and paramount lien on all shares (including fully paid shares) registered in the name of any person indebted or under liability to the Company whether he be the sole holder thereof or one of two or more joint holders for all moneys presently payable by him or his estate to the Company: but the Directors may at any time declare any shares to be wholly or in part exempt from the provisions of this Regulation. The Company's lien, if any, on a share shall extend to all dividends payable thereon.

#### TRANSFER OF SHARES

12. (a) No share or beneficial ownership of a share shall be transferred nor shall the Company purchase any of its own shares pursuant to Regulation 8 unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.

(b) Any member proposing to transfer any share or beneficial ownership of a share (hereinafter called "the vendor") shall give notice in writing (hereinafter called "the transfer notice") to the Company of such proposal. The transfer notice shall specify the sum which in the vendor's opinion constitutes the fair price of each share specified therein, and shall constitute the Company the vendor's agent for the sale of such share or shares (hereinafter called "the said shares") in one or more lots at the discretion of the Directors to the Members (other than the vendor), at that price save that if the Directors do not accept that the sum specified by the vendor constitutes the fair price of the said shares they shall instruct the Auditors of the Company (who shall act as experts and not as arbitrators so that any provision of law or statute relating to arbitration shall not apply) to certify by certificate in writing (hereinafter called "the certificate of value") the value in their opinion of the said shares as between a willing seller and a willing buyer, and in such a case the transfer notice shall nevertheless constitute the Company the vendor's agent for the sale of the said shares but at the price certified in the certificate of value.

(c) If the Auditors are instructed to certify the fair value as aforesaid the Company shall, as soon as it receives the certificate of value, furnish a copy thereof to the vendor. The cost of obtaining the certificate of value shall be borne by the Company.

(d) Upon the price being fixed as aforesaid (whether by reference to the vendor's opinion of the fair price or by reference to the certificate of value) the Company shall forthwith by notice in writing (hereinafter called "the offer notice") inform each Member (other than the vendor) of

the number and price of the said shares and shall invite each such Member to apply in writing to the Company within 21 days of the date of despatch of the offer notice (which date shall be specified therein) for such maximum number of the said shares (being all or any thereof) as he shall specify in such application.

(e) If such Members shall within the said period of 21 days apply for all or (save as otherwise provided in the transfer notice) any of the said shares, the Directors shall allocate the said shares (or so many of them as shall be applied for) to or amongst the applicant Members in proportion as nearly as may be to the number of shares in the Company of which they are registered or unconditionally entitled to be registered as holders provided that no applicant Member shall be obliged to take more than the maximum number of shares specified by him as aforesaid. If any shares shall not be capable without sub-division of being allocated to the Members in proportion to their existing holdings, the same shall be allocated to the applicant Members, or some of them, in such proportions or in such manner as may be determined by lots drawn in regard thereto and the lots shall be drawn in such manner as the Directors think fit.

(f) The Company shall forthwith give notice of such allocations (hereinafter called "the allocation notice") to the vendor and to the Members to whom the said shares have been allocated and shall specify in the allocation notice the place and time (being not earlier than 14 and not later than 28 days after the date of the despatch of the allocation notice, which shall be specified therein) at which the sale of the said shares so allocated shall be completed.

(g) The vendor shall be bound (upon payment of the purchase price due in respect thereof) to transfer the shares comprised in the allocation notice to the purchasing Members named therein at the place and time therein specified; and if in any case the vendor after having become bound as aforesaid makes default in transferring any shares the Company may receive the purchase price on his behalf, and may authorise some person to execute a transfer of such shares in favour of the purchasing Member. The receipt of the Company for the purchase price shall be a good discharge to the purchasing Member. The Company shall forthwith pay the purchase price into a separate bank account in the Company's name and shall hold the purchase price and any interest earned thereon in trust for the vendor.

(h) During the 6 months following the expiry of the period of 21 days referred to in paragraph (e) of this Regulation the vendor shall be at liberty subject nevertheless to the provisions of paragraph (i) of this Regulation to transfer to any person (including, but subject to Regulation 8, the Company) and at any price (not being less than the price fixed under paragraph (b) of this Regulation) any of the said shares not allocated by the Directors as aforesaid.

(i) The Directors may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any share, whether or not it is a fully paid share.

13. The instrument of transfer of a fully paid share shall be executed by or on behalf of the transferor and in the case of a share which is not fully paid, the instrument of transfer shall in addition be executed by or on behalf of the transferee. The transferor shall be deemed to remain a holder of the share

until the name of the transferee is entered in the register of Members in respect thereof.

#### PROCEEDINGS AT GENERAL MEETINGS

14. In every notice convening a General Meeting of the Company there shall appear with reasonable prominence a statement that a Member entitled to attend and vote is entitled to appoint a proxy to attend and, on a poll, vote instead of him and that such proxy need not also be a Member. Regulation 59 of Table A shall be modified accordingly.

15. Proxies may be deposited at the Registered Office of the Company at any time before the time of the Meeting for which they are to be used unless otherwise specified in the notice convening such Meeting. Regulation 62 of Table A shall be modified accordingly.

#### DIRECTORS

16. The first Director or Directors of the Company shall be the person or persons named in the statement delivered under Section 10 of the Act.

17. Unless and until otherwise determined by the Company in General Meeting there shall be no maximum number of Directors and the minimum number of Directors shall be one. Whenever there shall be only one Director of the Company such Director may act alone in exercising all the powers, discretions and authorities vested in the Directors, and Regulation 89 of Table A shall be modified accordingly.

18. A Director who is in any way either directly or indirectly interested (whether through persons connected with him as defined in section 346 of the Act or otherwise) in any contract, transaction or arrangement (whether or not constituting a contract and whether actual or proposed) with the Company or in which the Company is otherwise interested, shall declare the nature of his interest at a Meeting of the Directors in accordance with section 317 of the Act. Subject to such disclosure a Director shall be entitled to vote in respect of any such contract, transaction or arrangement (whether actual or proposed) in which he is interested and he shall be counted in reckoning whether a quorum is present.

19. The Directors may exercise all the powers of the Company to borrow money, whether in excess of the nominal amount of the share capital of the Company for the time being issued or not, and to mortgage or charge its undertaking, property and uncalled capital or any part thereof, and to issue debentures, debenture stock or any other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

20. In Regulation 87 of Table A there shall be inserted between the words "the directors" and "may" the words "on behalf of the Company".

#### DIVIDENDS

21. No dividend or interim dividend shall be paid otherwise than in accordance with the provisions of Part VIII of the Act which apply to the Company.

Names, Addresses and Descriptions  
of Subscribers

STANLEY HAROLD DAVIS  
124-128 City Road  
London  
EC1V 2NJ

Company Director



RACHEL FUTERMAN  
124-128 City Road  
London  
EC1V 2NJ

Company Director



Dated the 11th day of April 1988

WITNESS to the above Signatures:-

IRENE POTTER  
124-128 City Road  
London  
EC1V 2NJ

Barrister-at-Law



**FILE COPY**



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

No. 2258855

I hereby certify that

**ANCHOR INSURANCE MANAGEMENT LIMITED**

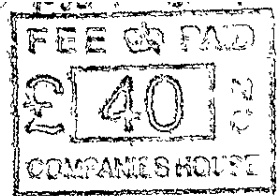
is this day incorporated under the Companies Act 1985 as  
a private company and that the Company is limited.

Given under my hand at the Companies Registration Office,  
Cardiff the 17 MAY 1988

*[Signature]*  
an authorised officer

JJP6.12

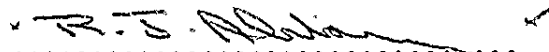
Registered Number: 2258855




THE COMPANIES ACT 1985  
COMPANY LIMITED BY SHARES  
WRITTEN SPECIAL RESOLUTION  
of  
ANCHOR INSURANCE MANAGEMENT LIMITED

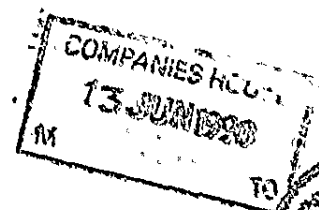
We, the persons signing this Resolution, being all the members of the Company entitled to receive notice of and to attend and vote at general meetings of the Company hereby resolve by way of Special Resolution:

That the name of the Company be changed to Alston Gayler & Co Limited.

  
.....  
Raymond J. Alston

  
.....  
Michael Whate

Dated this <sup>x</sup> 6<sup>th</sup> <sup>x</sup> day of June 1990



C.H.  
L49  
049403





FILE COPY



**CERTIFICATE OF INCORPORATION  
ON CHANGE OF NAME**

No. 2258855

I hereby certify that

**ANCHOR INSURANCE MANAGEMENT LIMITED**

having by special resolution changed its name,

is now incorporated under the name of

**ALSTON GAYLER & CO LIMITED**

Given under my hand at the Companies Registration Office,  
Cardiff the 6 JULY 1990

  
P. BEVAN

an authorised officer

# COMPANIES HOUSE

If you need to contact us regarding  
this notice, please quote reference

THE DIRECTORS  
ALSTON GAYLER & CO LIMITED  
LEVY GEE CHARTERD ACCOUNTANTS  
100CHALK FARM ROAD  
LONDON  
NW1 8EH

DEF6/ 02258855

Date: 31 JULY 1990

## COMPANIES ACT 1985 (Section 652)

The REGISTRAR OF COMPANIES gives NOTICE  
that, unless cause is shown to the contrary,  
at the expiration of 3 months from the  
above date the name of

ALSTON GAYLER & CO LIMITED

will be struck off the register and  
the company will be dissolved.

COMPANIES HOUSE  
CARDIFF  
CF4 3UZ

Tel: Cardiff (0222) 380042

1064

FILE COPY

dti

HD602

Companies House is an executive agency within the Department of Trade and Industry

JJP6,54

Registered No: 2258855

The Companies Act 1985

Company Limited by Shares

Special Resolutions

- of -

Alston & Gayler Co Limited

(passed 6<sup>th</sup> AUGUST 1990)

At an Extraordinary General Meeting of the above Company duly convened and held at LATHAM HOUSE, 16 MINORIES, LONDON EC3N 1AX on 6<sup>th</sup> AUGUST 1990 the following resolutions were duly passed as Special Resolutions:

Special Resolutions

1. That the authorised share capital of the Company be and it is hereby increased from £1,000 to £300,000 by the creation of 299,000 Ordinary shares of £1 each ranking pari passu in all respects with the existing Ordinary shares of £1 each of the Company and all carrying the rights set out in the new Articles of Association referred to in the following Resolution.
2. That the Regulations produced at the Meeting and initialled by the Chairman for the purposes of identification be and are hereby adopted as the Articles of Association of the Company in substitution for and to the exclusion of the existing Articles of Association of the Company.

  
.....  
Director



**G**

COMPANIES FORM No. 123

**Notice of increase  
in nominal capital****123**Please do not  
write in  
this margin

Pursuant to section 123 of the Companies Act 1985

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

To the Registrar of Companies

For official use

Company number

[ ] [ ] [ ] [ ] [ ] [ ]

2258855

Name of company

\*Insert full name  
of company

\* ALSTON GAYLER &amp; CO LIMITED

†The copy must be  
printed or in some  
other form approved  
by the registrar

gives notice in accordance with section 123 of the above Act that by resolution of the company  
dated 6<sup>th</sup> AUGUST 1990 the nominal capital of the company has been  
increased by £ 299,000 beyond the registered capital of £ 1,000.


A copy of the resolution authorising the increase is attached.†

The conditions (e.g. voting rights, dividend rights, winding-up rights etc.) subject to which the new  
shares have been or are to be issued are as follows:

The new Ordinary shares shall rank pari passu with existing  
Ordinary shares.

Please tick here if  
continued overleaf☐†Insert Director,  
Secretary,  
Administrator,  
Administrative  
Receiver or Receiver  
(Scotland) as  
appropriate

Signed

Designation SECRETARY Date 6/8/90Presenter's name, address and  
reference (if any):

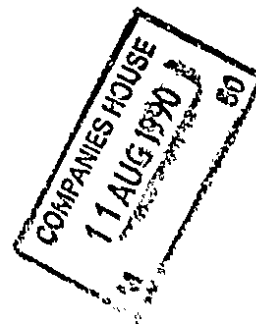
COULDENS  
22 TUDOR STREET  
LONDON  
EC4Y 0JJ

JJP/489337

For official use

General section

Post room



The Solicitors Law Stationery Society plc, 24 Gray's Inn Road, London WC1X 8HR

Companies G123

1987 Edition  
487 BM  
5017157  
\*\*\*

No: 2258855

THE COMPANIES ACT 1985  
COMPANY LIMITED BY SHARES  
ARTICLES OF ASSOCIATION

-of-

ALSTON GAYLER & CO LIMITED  
(as adopted by Special Resolution passed 6<sup>th</sup> AUGUST 1990)

PRELIMINARY

1. The Company is a private company limited by shares and accordingly any offer to the public of shares in or debentures of the Company or any allotment of or agreement to allot shares in or debentures of the Company with a view to their being offered for sale to the public is prohibited.
2. The Regulations contained in Table A in the Companies (Tables A-F) Regulations 1985 (as amended prior to the adoption of these Articles) (hereinafter called "Table A") shall apply to the Company save insofar as they are excluded or varied hereby.

SHARES

3. The authorised share capital of the Company as at the date of adoption of these Articles is £300,000 divided into 300,000 Ordinary shares of £1 each.

AUTHORITY TO ALLOT

4. (a) Subject to the provisions of these Articles the Directors are generally and unconditionally authorised to allot, grant options over or otherwise dispose of or deal with any unissued shares and relevant securities (as defined in Section 80(2) of the Act) to such persons, on such terms and in such manner as they shall think fit provided that the authority contained in this Article shall, unless varied or revoked in accordance with Section 80 of the Act:

- (i) be limited to a maximum nominal amount of shares equal to the amount of the authorised but unissued share capital of the Company at the date of adoption of these Articles; and
- (ii) expire on the fifth anniversary of the date of the passing of the resolution increasing the authorised share capital to that set out in Article 3 above but without prejudice to any offer or agreement made before that anniversary which would or might require the exercise by the Directors after such anniversary in pursuance of the said authority.

- (b) In exercising their authority under this Article the Directors shall not be required to have regard to Section 89(1) and Section 90(1) to (6) (inclusive) of the Act which sub-sections shall be excluded from applying to the Company.

(c) Any shares of the Company hereafter created shall before allotment or issue be offered for subscription ("the Offer") in the first instance to the Members in proportion (as nearly as practicable) to the number of shares held by each of them respectively. Any such Offer shall be made by notice specifying the number of shares, the price at which the same are offered, the proposed terms of issue and limiting the time (being not less than 28 days) within which, if the Offer is not accepted it will be deemed to have been declined.

(d) After the expiration of the time limit for acceptance specified in the Offer or on receipt of written notice from the offeree that he or it declines such offer, the balance of any shares offered to the Members but not accepted shall be offered for subscription to the Members of that class who or which have accepted all the shares to which they are entitled to subscribe for the balance of such shares in the proportion as nearly as the circumstances will admit to the number of shares then held by each of them respectively but so that the shares so offered shall not be offered on terms more favourable than those offered to the original offerees.

(e) Any unissued shares not applied for by the existing Members or which by reason of any other difficulty in apportioning the same cannot in the opinion of the Directors be conveniently offered under this Article shall be offered to any person at a price and on terms no more favourable than those at which the shares were initially offered to such Members.

#### PART V COMPANIES ACT 1985

5. Subject to the provisions of Part V of the Act and to the rights of the holders of the respective classes of shares of the Company the Company may:-

- (a) issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or the shareholder;
- (b) purchase its own shares (including any redeemable shares);
- (c) make a payment in respect of the redemption or purchase, under Section 160 or (as the case may be) Section 162 of the Act and the relevant power under (a) or (b) above, of any of its own shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares to the extent permitted by Section 171 of the Act.

#### LIEN

6. The lien conferred by Regulation 8 of Table A shall attach also to fully paid-up shares and the Company shall also have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the Company.

#### TRANSFERS - GENERAL

7. (a) No shares or any interest therein shall be transferred and the Directors shall not register any transfer of shares in the Company except

in circumstances where the transfer is permitted by Articles 8 to 10 ("a permitted transfer").

(b) Subject only to paragraph (c) below, the Directors shall be obliged to register a permitted transfer.

(c) The Directors may in their absolute discretion, and without assigning any reason therefor, decline to register (i) any transfer of any share over which the Company has a lien; (ii) any transfer to more than four transferees; and/or (iii) any transfer comprising shares of more than one class.

#### TRANSFERS WITH APPROVAL

8. (a) Any share may be transferred at any time by a Member to any other person with the written consent of all the other Members for the time being of the Company.

(b) Any share may be transferred at any time by a Member to any other Member if approved by the unanimous vote of all the Directors.

#### TRANSFERS TO TRUSTEES, NOMINEES, ASSOCIATED COMPANIES AND FAMILY MEMBERS

9. (a) Without prejudice to Regulation 5 of Table A, any share held by a Member as nominee or trustee may be transferred to any other person or persons provided that the transferor and transferee certify to the Company and the Company is satisfied that no beneficial interest in such shares passed by reason of the transfer.

(b) Any Member which is a body corporate may transfer the shares registered in its name, or in the name of any nominee on its behalf to a Group Company and for the purposes of this Article "Group Company" means in relation to any company any other company which is its holding company or subsidiary as defined in S.736 of the Act, or the subsidiary of any such holding company PROVIDED ALWAYS that if the transferee shareholder ceases at any time while it remains a shareholder to be a Group Company it shall be deemed to have given a Transfer Notice pursuant to Article 10 (a "Compulsory Transfer Notice") at such time as the Directors shall think fit in respect of all the shares held by the transferee and the provisions of Article 10 will apply in relation thereto save that the provisions as to withdrawal of a Transfer Notice shall not apply.

(c) Any share may be transferred by a Member to a member of his family and for the purposes of this Article "member of his family" shall mean a wife, husband, widow, widower, child or grandchild.

(d) Any share may be transferred by a Member or the personal or other legal representatives of a deceased Member to the trustees of a trust or settlement (whether established inter vivos or by testamentary disposition) the principal beneficiaries of which are members of his family ("a family settlement") provided that such trustees give an undertaking to the Company that in the event of the principal beneficiaries of the trust ceasing to be members of the family of the Member or such deceased Member, such shares shall be transferred (either directly or upon trust) to such Member or members of his family failing which the trustees shall be deemed to have given a Compulsory Transfer Notice pursuant to Article 10 at such time as the Directors shall think

fit in respect of all the shares held by the trustees and the provisions of Article 10 will apply in relation thereto save that the provisions as to withdrawal of a Transfer Notice shall not apply.

(e) Any share in the name or names of the trustees of a family settlement may be transferred to a beneficiary of that settlement or of any other family settlement being a member of the family of a Member or former Member and to new trustees of such settlement or settlements upon production of such evidence as the Directors may in their absolute discretion require to show that the transferee is a beneficiary or trustee of such settlement.

(f) Any such transfer as is referred to in sub-paragraphs (b) to (e) inclusive of this Article 9 and any subscription by a person being a permitted transferee as therein described may only be made if the transferee or subscriber gives an undertaking to the Company in a form satisfactory to the Company that the transferee or subscriber will comply or procure compliance with the provisions of Article 10 hereof.

### THIRD PARTY TRANSFERS

10. Save as provided in Articles 8 and 9, no shares or any interest therein shall be transferred or disposed of whether by way of sale or otherwise except in accordance with the following provisions of this Article 10:

(a) every holder of shares or person entitled to be registered in respect of a share or shares of the Company who intends to transfer or dispose of any share or shares registered in his name and/or to which he is so entitled or any interest therein ("the Proposed Transferor") shall give notice in writing to the Directors of such intention ("a Transfer Notice"). A Transfer Notice shall specify the number and class of shares which the Proposed Transferor intends to transfer and if the Proposed Transferor shall have received an offer to purchase any of the shares specified in the Transfer Notice from any person, the price per share offered by such prospective purchaser. In the case where a Transfer Notice is given or deemed give in respect of shares of more than one class a separate Transfer Notice shall be deemed to have been given in respect of each such class of share.

(b) Save in the case of a Transfer Notice given under sub-paragraph (h) below a Transfer Notice may provide as a condition ("a total transfer condition") that unless all the shares specified or deemed comprised therein ("the Offered Shares") are sold to the other Members pursuant to this Article none shall be sold, and except as hereinafter provided a Transfer Notice once given or deemed to be given shall not be revocable without the written consent of all the Members.

(c) A Transfer Notice shall constitute the Company the agent of the Proposed Transferor to sell the Offered Shares in accordance with the provisions hereinafter in this Article appearing at the price per share being the fair value thereof agreed or (in default of agreement) as determined in accordance with the provisions of paragraph (e) below.

(d) (i) Upon the fair value for the Offered Shares being agreed aforesaid or (where the fair value is determined by the Auditors



under paragraph (e) below) upon the expiry of 7 days after the issue of the Report detailing the same and provided the Proposed Transferor shall not have withdrawn the Transfer Notice as permitted in paragraph (f) below, the Company shall forthwith by notice in writing inform each Member (other than the Proposed Transferor) of the number and the price (being the fair value) of the Offered Shares and invite each Member to whom such notice is given to apply in writing to the Company within 28 days of the date of despatch of the notice (which shall be specified therein) for such maximum number of the Offered Shares (being all or any thereof) as he shall specify in such application.

(ii) If the applications from Members shall be or shall be anticipated to be insufficient to cover the Offered Shares the Directors may invite other senior management employees of the Group approved by the Directors to apply for all or any of the Offered Shares PROVIDED THAT such applications shall be obtained with 28 days of the despatch of the notice to Members pursuant to sub-paragraph (i) above.

(iii) The Directors shall within 7 days after the expiration of the 28 day period referred to in the immediately preceding sub-paragraph notify the Proposed Transferor of the number of Offered Shares (if any) for which they have found a purchaser or purchasers pursuant to sub-paragraph (i) above and if the Directors have found such a purchaser or purchasers in respect of some only of the Offered Shares and the Transfer Notice properly contained a total transfer condition the Proposed Transferor shall be entitled to withdraw the Transfer Notice (in whole but not in part) within 5 days of such notification.

(iv) During the six months following the expiry of the period of 7 days referred to in sub-paragraph (iii) above the Proposed Transferor (whether or not the Transfer Notice has been withdrawn under sub-paragraph (iii) above) shall be at liberty to transfer to any person or persons at any price per share not being less than the fair value thereof agreed or determined as aforesaid any share not allocated in accordance with the provisions of this Article PROVIDED THAT if the Proposed Transferor has withdrawn the Transfer Notice under sub-paragraph (iii) above or paragraph (f) below he shall not be entitled save with the written consent of all the other Members to sell hereunder only some of the Offered Shares.

(v) If the said Members or (if applicable) other senior management employees of the Group shall within the period of 28 days referred to in sub-paragraphs (i) and (ii) above apply for all or (except where the Transfer Notice is withdrawn under sub-paragraph (iii) above or paragraph (f) below) any of the Offered Shares the Directors shall allocate the Offered Shares (or so many of them as shall be applied for as aforesaid):-

(A) first to and amongst the applicants who are registered or unconditionally entitled to be registered in respect of shares of the same class as the Offered Shares (and, in the case of competition, pro rata according to the number of shares of such class of which they are

registered or unconditionally entitled to be registered as holders); and

(B) secondly to and amongst the senior management employees of the Group who have applied pursuant to sub-paragraph (d)(ii) above and, in the case of competition, in such proportions as may be approved by the Directors;

(C) thirdly (if any of the Offered Shares shall remain after all applicants under sub-paragraphs (A) and (B) have been satisfied in full) to and amongst the remaining applicants (and in the case of competition pro rata according to the amounts paid-up or credited as paid up on the shares of the Company in respect of which they are registered or unconditionally entitled to be registered as holders)

PROVIDED THAT no applicant shall be obliged to take more than the maximum number of Offered Shares specified by him in his application

(vi) The Directors shall forthwith give notice in writing of the allocation of Offered Shares made pursuant to sub-paragraph (v) above (hereinafter called an "Allocation Notice") to the Proposed Transferor and to the persons to whom Offered Shares have been allocated and (provided that the aggregate number of shares so allocated coincides with the number of shares notified to the Proposed Transferor pursuant to sub-paragraph (iii) above) the Proposed Transferor shall thereupon be bound to transfer the shares allocated upon payment of the fair value thereof. An Allocation Notice shall state the names and address of the purchasers and the number of shares agreed to be purchased by them respectively and the purchases shall be completed at such place and such time as shall be specified by the Directors in such Notice being not less than 7 days nor more than 56 days after the date of such Notice.

(vii) If in any case the Proposed Transferor having become bound as aforesaid makes default in accepting payment of the fair value for any Offered Share or as the case may be in transferring the same the Directors may receive such purchase money and may nominate some person to execute an instrument of transfer of such share in the name and on behalf of the Proposed Transferor and thereafter when such instrument has been duly stamped the Directors shall cause the name of the Purchaser to be entered in the Register of Members as the holder of such share and where applicable shall hold the purchase money in trust without interest for the Proposed Transferor. The receipt of the Directors for the purchase money shall be a good discharge to the purchaser (who shall not be bound to see to the application thereof) and after his name has been entered in the Register of Members in purported exercise of the aforesaid powers the validity of the proceeds shall not be questioned by any person.

(e) (i) The fair value per share of any shares to be transferred pursuant to the provisions of this Article shall be such sum as

may be agreed between the Proposed Transferor and the Directors within 7 days of the service upon the Company of a Transfer Notice in which the Offered Shares are comprised or in default of such agreement such sum as the auditors for the time being of the Company ("the Auditors") shall report in writing as being in their opinion the fair value thereof on the basis of a sale as between a willing vendor and a willing purchaser of the whole of the issued shares of the same class as (and including) the Offered Shares in the open market and disregarding the fact that the Offered Shares constitute a minority holding of shares in the Company or that the transfer of shares is restricted by these Articles, the fair value per share of the Offered Shares being determined by dividing the total value determined as aforesaid of the issued shares of the same class as (and including) the Offered Shares by the number of shares of such class then in issue.

(ii) Without prejudice to the foregoing provisions of this paragraph (e), the Auditors shall take account in determining the fair value of the Offered Shares of the profits of the Company for the financial year or period preceding the date of such determination, and the price per share offered by any third party for any of the shares of the Company (including the Offered Shares) in the twelve months preceding the date of such determination.

(iii) In so reporting the Auditors shall be deemed to be acting as experts and not as arbitrators and the Arbitration Acts 1950-1979 (as amended) shall not apply. Their report shall be in writing addressed and produced to the Proposed Transferor and the Company and shall be final and binding. The Directors shall procure that any report required hereunder is obtained with due expedition and (save as provided in paragraph (f) below) the cost of obtaining such report shall be borne by the Company.

(f) The Proposed Transferor shall (save in the case of a Compulsory Transfer Notice) have the right within 7 days of the date of the Report by the Auditors as to the fair value of the Offered Shares to withdraw the Transfer Notice by giving notice to the Directors in writing that he does not agree such fair value and is not willing to sell the Offered Shares at that price, and in such event he shall be responsible for the said costs and expenses of the Auditors.

(g) Upon receipt of a written application from any Member holding shares in the Company, and upon payment by him of the costs thereby incurred, the Directors shall request the Auditors to state the sum which in their opinion is the fair value of the share or shares being the subject of such application and such statement shall be certified in writing by the Auditors (acting as experts and not as arbitrators). Any Member holding shares in the capital of the Company shall be entitled at any time to make an application to the Directors in pursuance of this Article and such application shall not be deemed to constitute a notice of his intention to transfer shares within the meaning of these Articles.

(h) (i) In the event that any shares are held by a Member who is also an employee of or consultant to the Company or any

subsidiary of the Company or whose services are provided by a third party by way of consultancy to the Company or any subsidiary of the Company (such member being hereinafter referred to as "an executive member") then, upon ceasing to be so employed the executive member (and any transferees referred to below) shall be deemed to have served on the the date of ceasing to be employed or engaged a Transfer Notice (a "Compulsory Transfer Notice") in respect of the whole of the shares then registered in his name and all shares held for him or at any time transferred by him pursuant to and still held by any transferee permitted within the terms of Article 9 and any shares deriving from such shares at a price per share equal to the fair value thereof PROVIDED THAT a Compulsory Transfer Notice deemed to be served pursuant to the provisions of this sub-paragraph shall not be capable of withdrawal.

(ii) In the event that any person who was at any time an employee of or consultant to the Company or any subsidiary of the Company shall after ceasing to be such an employee become registered or unconditionally entitled to be registered as the holder of shares in the Company pursuant to a right or opportunity made available to him prior to ceasing to be so employed he shall upon becoming so registered or entitled be deemed to have served a Compulsory Transfer Notice in respect of all the shares registered in his name whereupon the provisions of this Article 10 shall apply mutatis mutandis PROVIDED THAT a Compulsory Transfer Notice shall not be capable of withdrawal.

(iii) The decision of the Directors as to whether an executive member has ceased to be an employee of the Company or any subsidiary of the Company shall be final and binding on the employee.

#### PROCEEDINGS AT GENERAL MEETINGS

11. Regulation 46 of Table A shall be read and construed as if the words "any member" were substituted for the words "at least two members" in paragraph (b) thereof and paragraphs (c) and (d) thereof were omitted.

#### VOTES OF MEMBERS

12. Regulation 59 of Table A shall not apply to the Company. On a poll votes may be given either personally or by proxy or, in the case of a member being a corporation, by its duly authorised representative.

#### DIRECTORS

13. Regulations 73 to 77 (inclusive) of Table A shall not apply to the Company.

14. In Regulation 79 of Table A there shall be inserted the words "shall then be eligible for re-election" in place of the words "shall not be taken into account in determining the directors who are to retire by rotation at the meeting".

15. Notices of meetings of Directors shall be given to all Directors and to any alternate Directors appointed by them. In regulation 88 of Table A

the words commencing "It shall not be necessary" and terminating "absent from the United Kingdom" shall be omitted.

16. Subject to the provisions of Section 317 of the Act a Director (including an alternate Director) may contract with and participate in the profits of any contract or arrangement with the Company as if he were not a Director. A Director shall be capable of voting in respect of such contract or arrangement where he has previously disclosed his interest to the Company, or in respect of his appointment to any office or place of profit under the Company or of the arrangement of the terms thereof and may be counted in the quorum at any meeting at which such matter is considered. Regulation 94 of Table A shall be construed accordingly.

#### ALTERNATIVE DIRECTORS

17. The last sentence of Regulation 66 of Table A shall be omitted.

#### NOTICES

18. In Regulation 112 of Table A the words "and who gives to the Company an address within the United Kingdom at which notices may be given to him" and the words "but otherwise no such member shall be entitled to receive any notice from the Company" shall be omitted.

19. In Regulation 116 of Table A the words "within the United Kingdom" shall be omitted.

#### INDEMNITY

20. Regulation 118 of Table A shall not apply to the Company. Subject to the provisions of the Act the Company may purchase and maintain for any Director, Managing Director, Secretary or other officer or employee or agent or auditor of the Company insurance against any liability. Subject to these provisions, but without prejudice to any indemnity to which the person concerned may be entitled every person who is or has been a Director, Managing Director, Secretary or other officer or employee or agent or auditor of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 144 or Section 727 of the Act, in which relief is granted to him by the Court, and no such person shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto.



COMPANIES FORM No. 225(1)

225(1)

**Notice of new accounting reference date given during the course of an accounting reference period**

Please do not write in this margin

Pursuant to section 225(1) of the Companies Act 1985 as amended by Schedule 13 to the Insolvency Act 1986

Please complete legibly, preferably in black type, or bold block lettering

To the Registrar of Companies

For official use

Company number


2258855

Name of company

\*Insert full name of company

\* ALSTON GAYLER & CO. LIMITED

**Note**

Please read notes 1 to 4 overleaf before completing this form

†Delete as appropriate

gives notice that the company's new accounting reference date on which the current accounting reference period and each subsequent accounting reference period of the company is to be treated as coming, or as having come to an end is

Day Month

3	1	1	2
---	---	---	---

The current accounting reference period of the company is to be treated as [shortened] ~~extended†~~ and [is to be treated as having come to an end] ~~[will come to an end]†~~ on

Day Month Year

3	1	1	2	1	9	9	0
---	---	---	---	---	---	---	---

If this notice states that the current accounting reference period of the company is to be extended, and reliance is being placed on section 225(6)(c) of the Companies Act 1985, the following statement should be completed:

The company is a [subsidiary] [holding company]† of \_\_\_\_\_

\_\_\_\_\_, company number \_\_\_\_\_

the accounting reference date of which is \_\_\_\_\_

If this notice is being given by a company which is subject to an administration order and this notice states that the current accounting reference period of the company is to be extended AND it is to be extended beyond 18 months OR reliance is not being placed on section 225(6) of the Companies Act 1985, the following statement should be completed:

An administration order was made in relation to the company on \_\_\_\_\_ and it is still in force.

† insert  
Director,  
Secretary,  
Receiver,  
Administrator,  
Administrative  
Receiver or  
Receiver  
(Scotland) as  
appropriate

Signed

Designation† SECRETARY

Date

8 August 1990

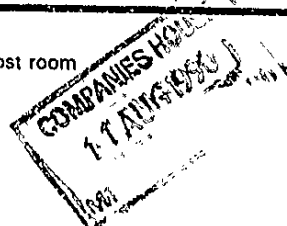
Presenter's name, address and reference (if any):

GOULDENS  
22 TUDOR STREET  
LONDON  
EC4Y 0JJ

JJP/489337

For official use  
General Section

Post room



## STRIKING OFF ACTION DISCONTINUED

02258855 ALSTON GAYLER & CO LIMITED

---

Cause has been shown why the above company should not be struck off the register and accordingly the Registrar is taking no further action under section 652 of the Companies Act 1985 pursuant to the Notice dated 4/09/90