

**FILE COPY**



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

Company No. 5704184

The Registrar of Companies for England and Wales hereby certifies that

**THE NATIONAL NEWSPAPERS' MAIL ORDER PROTECTION SCHEME  
LIMITED**

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

Given at Companies House, London, the 9th February 2006



\*N05704184G\*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*  
— for the record —



Companies House  
for the record

# 12

Please complete in typescript,  
or in bold black capitals.

CHWP000

## Declaration on application for registration

5704184

Company Name in full

THE NATIONAL NEWSPAPERS' MAIL ORDER  
PROTECTION SCHEME LIMITED

I, DANIEL JAMES DWYER

of 2 CLOVERS END, BRIGHTON, EAST SUSSEX, BN1 8PJ.

† Please delete as appropriate.

do solemnly and sincerely declare that I am a † ~~[Solicitor engaged in the formation of the company]~~ person named as director or secretary of the company in the statement delivered to the Registrar under section 10 of the Companies Act 1985 and that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with.

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Declarant's signature

Declared at 18 CHURCH STREET, EPSOM, SURREY, KT17 4QD.

Day Month Year

On 02 02 2006

• Please print name.

before me • JENNIFER ANNE BAILLIE PALMER

Signed

Date

2/2/06

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

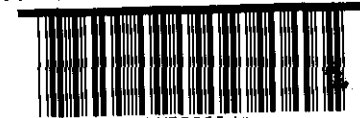
You do not have to give any contact information in the box opposite but if you do, it will help Companies House to contact you if there is a query on the form. The contact information that you give will be visible to searchers of the public record.

D & D LAW AGENCY SERVICES LIMITED

Tel 01689 898952

DX number 31638

DX exchange ORPINGTON



LD1  
COMPANIES HOUSE

15  
09/02/2006

Form revised 10/03

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

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff  
for companies registered in England and Wales

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

DX 235 Edinburgh  
or LP - 4 Edinburgh 2



**Companies House**

*for the record*

# 10

Please complete in typescript,  
or in bold black capitals.

CHWP000

Notes on completion appear on final page

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

5704184

**Company Name in full**

THE NATIONAL NEWSPAPERS' MAIL ORDER  
PROTECTION SCHEME LIMITED

**Proposed Registered Office**

(PO Box numbers only, are not acceptable)

18A KING STREET

Post town

MAIDENHEAD

County / Region

BERKSHIRE

Postcode

SL6 1EF

If the memorandum is delivered by an agent  
for the subscriber(s) of the memorandum  
mark the box opposite and give the agent's  
name and address.

Agent's Name

Address

Post town

County / Region

Postcode

Number of continuation sheets attached

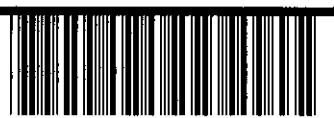
You do not have to give any contact  
information in the box opposite but if  
you do, it will help Companies House  
to contact you if there is a query on  
the form. The contact information  
that you give will be visible to  
searchers of the public record.

D & D LAW AGENCY SERVICES LTD

Tel 01689 898952

DX number 31638

DX exchange ORPINGTON



LD1  
COMPANIES HOUSE

\*LYDRTCSK\*  
14  
09/02/2006

v 08/02

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

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff  
for companies registered in England and Wales  
or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB

for companies registered in Scotland

DX 235 Edinburgh

**\* Company Secretary** (see notes 1-5)**THE NATIONAL NEWSPAPERS' MAIL ORDER**

Company name

PROTECTION SCHEME LIMITED

NAME \*Style / Title

MR

\*Honours etc

\* Voluntary details

Forename(s)

DANIEL JOHN

Surname

DWYER

Previous forename(s)

Previous surname(s)

Address \*\*

6 BRIMSTONE CLOSE

CHELSFIELD PARK

Post town

CHELSFIELD

County / Region

KENT

Postcode

BR6 7ST

Country

GREAT BRITAIN

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

☐

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

Consent signature

Date

2.2.06.

**Directors** (see notes 1-5)

Please list directors in alphabetical order

NAME \*Style / Title

MR

\*Honours etc

Forename(s)

DANIEL JAMES

Surname

DWYER

Previous forename(s)

Previous surname(s)

Address \*\*

2 CLOVERS END

PATCHAM

Post town

BRIGHTON

County / Region

EAST SUSSEX

Postcode

BN1 8PJ

Country

GREAT BRITAIN

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

☐

Day Month Year

Date of birth

2 1 0 5 1 9 7 5

Nationality

BRITISH

Business occupation

COMPANY REGISTRATION AGENT

Other directorships

D &amp; D LAW AGENCY SERVICES LTD

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

Consent signature

Date

2.2.06.

**Directors** (continued) (see notes 1-5)

<b>NAME</b>	<b>*Style / Title</b>	Mr	<b>*Honours etc</b>	
<b>* Voluntary details</b>	<b>Forename(s)</b>	Daniel John		
	<b>Surname</b>	Dwyer		
	<b>Previous forename(s)</b>			
	<b>Previous surname(s)</b>			
<b>Address</b>	6 Brimstone Close			
<b>Usual residential address</b>	Chelsfield Park			
<small>For a corporation, give the registered or principal office address.</small>	<b>Post town</b>	Chelsfield		
	<b>County / Region</b>	Kent	<b>Postcode</b>	BR6 7ST
	<b>Country</b>	Britain		
	<b>Date of birth</b>	Day 0 6	Month 0 4	Year 1 9 4 1
		<b>Nationality</b> British		
	<b>Business occupation</b>	Company Registration Agent		
	<b>Other directorships</b>	D & D Law Agency Services Limited		
	I consent to act as director of the company named on page 1			
	<b>Consent signature</b>		<b>Date</b>	2.2.06

<b>This section must be signed by</b>	
<b>Either</b>	
<b>an agent on behalf of all subscribers</b>	<b>Signed</b> <input type="text"/> <b>Date</b> <input type="text"/>
<b>Or the subscribers</b>	<b>Signed</b> <input type="text"/> <b>Date</b> 2.2.06
<b>( i.e those who signed as members on the memorandum of association).</b>	<b>Signed</b> <input type="text"/> <b>Date</b> 2.2.06
	<b>Signed</b> <input type="text"/> <b>Date</b> <input type="text"/>
	<b>Signed</b> <input type="text"/> <b>Date</b> <input type="text"/>
	<b>Signed</b> <input type="text"/> <b>Date</b> <input type="text"/>
	<b>Signed</b> <input type="text"/> <b>Date</b> <input type="text"/>

THE COMPANIES ACT 1985

-----  
COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL  
-----



5704/84

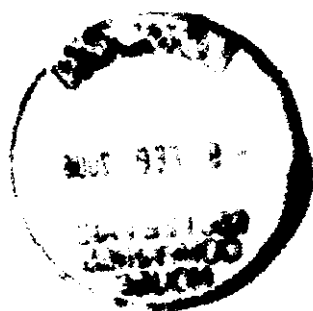
MEMORANDUM AND ARTICLES OF ASSOCIATION

OF

**THE NATIONAL NEWSPAPERS' MAIL ORDER PROTECTION SCHEME LIMITED**

- 1 The name of the Company (hereinafter called the "Company") is **THE NATIONAL NEWSPAPERS' MAIL ORDER PROTECTION SCHEME LIMITED.**
- 2 The registered office of the Company will be situate in England.
- 3 The objects for which the Company is established are:-
  - a) to assist the scheme now known as "The National Newspapers' Safe Home Ordering Protection Scheme" ("the Scheme") which commenced on 1st April 1975 the purpose of which is to compensate (in accordance with the Rules of the Scheme) national newspapers associated with the Scheme which themselves compensate persons who answer mail order advertisements appearing in national newspapers associated with the Scheme and who suffer financial loss as a result of the advertiser who is also associated with the Scheme becoming the subject of bankruptcy or liquidation (other than for the purposes of solvent reconstruction or solvent amalgamation) administrative receivership, receivership, administration or ceasing to trade;
  - b) to promote confidence in home ordering advertising generally;
  - c) to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property in the United Kingdom and any rights or privileges which the Company may think necessary or desirable and to construct, alter or maintain any buildings or erections necessary and proper fixtures, furniture, apparatus, appliances and accommodations and to make all such provisions as shall be deemed expedient;
  - d) to sell, let, mortgage, licence or make available, dispose of or turn to account all or any of the property or assets of the Company or any right emanating from its





ownership of them as may be deemed expedient with a view to the furtherance of its objects;

- e) to undertake and execute any trusts which may be lawfully undertaken by the Company and may be conducive to its objects and to participate in any trusts connected with or calculated to further the objects of the Company;
- f) to amalgamate with or affiliate to the Company any organisation established for purposes which shall be wholly or partially similar in character and principles to the Company;
- g) to borrow or raise money for the purposes of the Company on such terms and on such security as may be thought fit; to enter into agreements or other arrangement as may be considered advantageous to the Company;
- h) to lend money with or without security and to invest and deal with the monies of the Company not immediately required for any of its purposes in or upon such investments, securities or property as may be thought fit and as may from time to time be determined;
- i) to purchase and acquire the assets and funds of or to establish and support any association or organisation which shall be wholly or partially similar in character and principle to the Company;
- j) to make all reasonable and necessary provisions for the payment of pensions and superannuation to or on behalf of employees and their widows and other dependants and for the payment of death benefits to or on behalf of employees and their widows and other dependants by virtue of any scheme approved under Part IX of the Income and Corporation Taxes Act 1970 or any Act or provision amending or replacing the same.
- k) to invest the monies of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit subject nevertheless to such conditions (if any) as may for the time being be imposed or required by law provided that in case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts; and
- l) to do any or all things as are incidental or conducive to the attainment of the above objects or any of them.

- 4 The income and property of the Company whensoever derived shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to the members of the Company provided that nothing herein shall prevent the payment in good faith of remuneration of the officers or servants or employees of the Company or subject to the provisions hereinafter



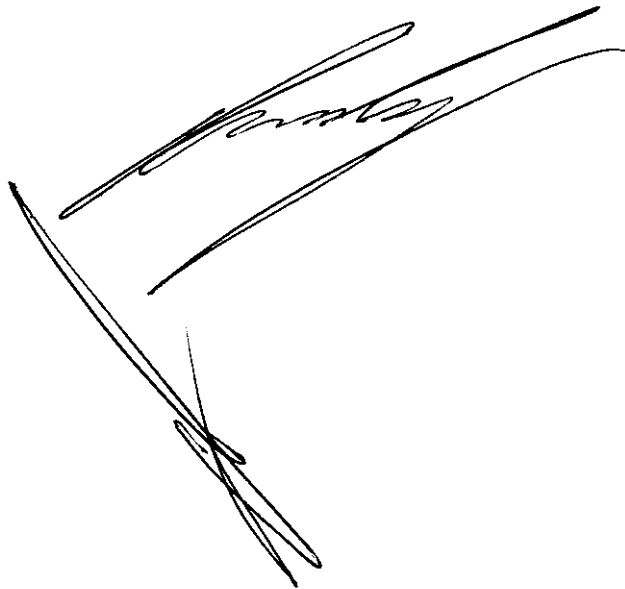
contained to any member of the Company or other person in return for any goods supplied or services actually rendered to the Company or of interest to any member of the Company or other person who may advance money to the Company or mortgagee or debentures or by way of loan or otherwise, or the payment of out-of-pocket expenses to any member of the Directors.

- 5 The liability of the members is limited.
- 6 Every member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound-up during the time at which he ceases to be a member and of the costs, charges and expenses of winding-up the same and for the adjustment of the rights of the contributories among themselves as such amount may be required not exceeding One Pound (£1.00).
- 7 If upon the winding-up or dissolution of the Company there remains after satisfaction of all the relevant debts and liabilities any balance of funds or assets whatsoever the same shall not be paid to or distributed among the members of the Company but shall be paid over to some institution or organisation or institutions or organisations having objects similar to the objects of the Company and which shall prohibit the distribution of its or their income and property amongst its and their members any such institution or organisation being determined by the members of the Company at or before the time of dissolution and if and so far as effect cannot be given to such provision then to some charitable object.

We, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum.

NAME AND ADDRESS OF  
SUBSCRIBERS

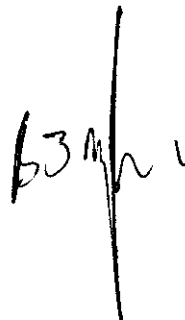
DANIEL JAMES DWYER  
2 Clovers End  
Patcham  
Brighton, East Sussex,  
BN1 8PJ

A handwritten signature in black ink, appearing to read 'Daniel James Dwyer', written over a large, stylized 'V' or checkmark shape.

DANIEL JOHN DWYER  
6 Brimstone Close  
Chelsfield Park  
Chelsfield  
Kent  
BR6 7ST

Dated the 2<sup>nd</sup> day of February 2006.  
WITNESS to the above Signatures

BETTY JUNE DOYLE  
Flat 11, Homecoppice  
1 Park Avenue  
Bromley  
Kent  
BR1 4EF

A handwritten signature in black ink, appearing to read 'Betty June Doyle', written over a large, stylized 'V' or checkmark shape.

**THE COMPANIES ACT 1985**

-----  
**COMPANY LIMITED BY GUARANTEE**

**AND NOT HAVING A SHARE CAPITAL**  
-----

**ARTICLES OF ASSOCIATION**

**OF**

**THE NATIONAL NEWSPAPERS' MAIL ORDER PROTECTION SCHEME LIMITED**  
-----

**GENERAL**

1. In these presents the words standing in the first column of the Table next hereinafter contained shall bear the meaning set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context:-

**WORDS**

**MEANINGS**

The Act:

The Companies Act 1985, but so that any reference in these Articles of Association to any provisions of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

These Presents:

These Articles of Association and the regulations of the Association from time to time in force.

The Company:

The above-named Company.

National Newspaper:

1) A newspaper title of a member of the Newspaper Publishers Association Limited accepted into membership in respect of that title; or

2) A newspaper (whether morning or evening) distributed nationally throughout Great Britain and produced and published in England or Scotland or Wales on one or more days every week; or

3) A newspaper (whether morning or evening) produced and published on one or more days every week in, and distributed throughout, London.

For the purposes of alternatives 2) and 3) above of this definition:

"newspaper" shall mean a printed publication for sale containing the general spectrum of national and international news of a topical and contemporary (in the sense of "up-to-date") nature ("Newspaper"), and for the avoidance of doubt "National Newspaper" shall exclude a Newspaper which consistently contains to a material extent news of a particular region.

The Central Fund:

The fund referred to in clause 3 a) of the Memorandum of Association of the Company.

The Directors:

The Board of Directors for the time being of the Company.

The Fund Year:

1st April to 31st March.

The Office:

The registered office of the Company.

The Readers:	Those persons referred to in clause 3 a) of the Memorandum of Association of the Company.
The Scheme:	The National Newspapers' Mail Order Protection Scheme.
The Seal:	The common seal of the Company.
The United Kingdom:	Great Britain and Northern Ireland.
Month:	Calendar month.
In Writing:	Written, printed or lithographed, or partly one and partly another, and other modes of representing or reproducing words in a visible form.

And words importing the singular number only shall include the plural number and vice versa.

Words importing the masculine gender only shall include the feminine gender; and

Words importing persons shall include corporations.

Subject as aforesaid any words or expressions defined in the Act or any statutory modification thereof in force at the date on which these presents become binding on the Company shall, if not inconsistent with the subject or context, bear the same meaning in these presents.

2. The number of members with which the Company proposes to be registered is two (2), but the Directors may from time to time register an increase of members.
3. The provisions of sections 352 and 353 of the Act shall be observed by the Company, and every member of the Company shall either sign a written consent to become a member or sign the register of members on becoming a member.
4. The Company is established for the purposes expressed in the Memorandum of Association.

## MEMBERS

5. (A) The subscribers to the Memorandum of Association and such other persons who from time to time apply for and are admitted to membership by the Directors at their discretion shall be members of the Company.

(B) Membership shall immediately and automatically cease if a member gives written notice of resignation to the Secretary of the Company, or if a member ceases to trade, commits an act of bankruptcy or has a bankruptcy petition issued against it or being a company, if an Administrator or an Administrative Receiver is appointed of the whole or any part of its assets or undertaking or if a winding-up order is made against the member or the member goes into voluntary liquidation (other than for the purposes of reconstruction or amalgamation) or causes a meeting or makes any arrangement or composition with creditors.

## GENERAL MEETINGS

6. The Company shall hold a General Meeting in every calendar year as its Annual General Meeting at such time and place as may be determined by the Directors and shall specify the meeting as such in the notices calling it, provided that every Annual General Meeting except the first shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting, and that so long as the Company holds its first Annual General Meeting within eighteen months after its incorporation it need not hold it in the year of its incorporation or in the following year.
7. All General Meetings, other than Annual General Meetings, shall be called Extraordinary General Meetings.
8. The Directors may whenever they think fit convene an Extraordinary General Meeting, and Extraordinary General Meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided by Section 368 of the Act.
9. Twenty-one days' notice in writing at the least of every Annual General Meeting and of every meeting convened to pass a Special Resolution, and fourteen days' notice in writing at the least of every other General Meeting (exclusive in every case both of the day on which it is served or deemed to be served and of the day for which it is given), specifying the place, the day and the hour of meeting and in the case of special business the general nature of that business shall be given in the manner hereinafter mentioned to such persons (including the Auditors) as are under these presents or under the Act entitled to receive such notices from the Company; but with the consent of all the members having the right to attend and vote thereat, or of such proportion of them as is prescribed by the Act in the case of meetings other than Annual General Meetings, a meeting may be convened by such notice as those members may think fit.
10. The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled to receive notice thereof shall not invalidate any resolution passed, or proceedings, at any meeting.

## PROCEEDINGS AT GENERAL MEETINGS

11. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and all that is transacted at an Annual General Meeting shall also be deemed special, with

the exception of the consideration of the income and expenditure account and balance sheet, and the reports of the Directors and of the Auditors, and the appointment of, and the fixing of the remuneration of, the Auditors.

12. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. 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 member, shall be a quorum.
13. If within half an hour from the time appointed for the holding of a General meeting a quorum is not present, the meeting, if convened on 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, or at such other place as the Directors may determine, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting the meeting shall be dissolved.
14. The Chairman (if any) of the Directors shall preside as Chairman at every General Meeting, but if there be no such Chairman, or if at any meeting he shall not be present within thirty minutes after the time appointed for holding the same, or shall be unwilling to preside, the members present shall choose some member of the Directors or if no such member be present, or if all the members of the Directors present decline to take the chair, they shall choose some member of the Company who shall be present to preside.
15. 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 business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid the members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned meeting.
16. At any General Meeting a resolution put to the vote of the meeting shall be decided on by a show of hands, unless a poll is, before or upon the declaration of the result of the show of hands, demanded by the Chairman or by at least two members present in person or by proxy, or by the duly authorised representatives of at least two members, or by member or members present in person or by proxy and representing one-tenth of the total voting rights of all the members having the right to vote at the meeting and unless a poll be so demanded a declaration by the Chairman of the meeting that a resolution has 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 of the Company, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution. The demand for a poll may be withdrawn.
17. Subject to the provisions of Article 24, if a poll be demanded in the manner aforesaid, it shall be taken at such time and place, and in such manner, as the Chairman of the meeting shall

direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

18. No poll shall be demanded on the election of a Chairman of a meeting, or on any question of adjournment.
19. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting shall be entitled to a second or casting vote.
20. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.
21. A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more members.

#### VOTES OF MEMBERS

Subject as hereinafter provided, every member shall have one vote.

22. Save as herein expressly provided, no member other than a member duly registered, who shall have paid any sum which may be due and payable to the Company in respect of his membership, shall be entitled to vote on any question either personally or by proxy, or as a proxy for another member, or by its duly authorised representative, at any General Meeting.
23. Votes may be given on a poll either personally or by proxy. On a show of hands a member present only by proxy shall have no vote, but a duly authorised representative for a corporation may vote on a show of hands. A corporation may vote by its duly authorised representative appointed as provided by Section 375 of the Act. A proxy need not be a member.
24. The instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney duly authorised in writing, or if such appointor is a corporation under its common seal, if any, and, if none, then under the hand of some officer duly authorised in that behalf.
25. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified or office copy thereof shall be deposited at the office 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 proposed to vote, or in the case of a poll not less than twenty-four hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.



26. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity or the principle or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of the death, insanity or revocation as aforesaid shall have been received at the office before the commencement of the meeting or adjourned meeting at which the proxy is used.
27. Any instrument appointing a proxy shall be in the following for (or as near thereto as circumstances will admit or in any other form which is usual or which the Directors may approve):-

1.

"The National Newspapers' Mail Order Protection Scheme Limited

I/We, of a member of hereby appoint of and failing him, of to vote for me and on my behalf at the Annual or Extraordinary or Adjourned, [as the case may be] General Meeting of the Company to be held on the                      day of                      and at every adjournment thereof.

As witness my hand this                      day of                      ."

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

#### NUMBER AND ELECTION OF DIRECTORS

28. Until otherwise determined by a General Meeting, the number of Directors (other than alternate Directors) shall be three.
29. The three Directors of the Company shall be the following : -
- (A) The Director for the time being of The Newspaper Publishers' Association Limited.
  - (B) One person nominated by the Advertising Executive Committee of The Newspapers Publishers' Association Limited from time to time.
  - (C) One person nominated by the Secretariat of The Direct Marketing Association (UK) Limited from time to time.

For the avoidance of doubt such nominating bodies referred to in sub-clauses (B) and (C) of this Article shall be entitled to appoint and remove their respective representatives nominated to be Directors as they shall think fit. However, if such member nominating a Director under the provisions of this Regulation or otherwise gives written notice of resignation to the secretary of the Company pursuant to Article 5(B), should cease to trade, commit an act of bankruptcy or have a bankruptcy petition issued against it or being a company, if any Administrator or an Administrative Receiver is appointed of the whole or any part of its assets or undertaking or if a winding-up order is made against the member or the member goes into voluntary liquidation (other than for the purposes of reconstruction or

amalgamation) or causes a meeting or makes any arrangement or composition with creditors then any Director or Directors nominated by such member shall immediately and automatically cease to be a Director or Directors and the Company shall be entitled to appoint an additional Director or Directors in his or their place as it thinks fit.

#### ALTERNATE DIRECTORS

30. Any Directors (other than an alternate Director) may appoint any other Director, or any other person approved by resolution of the Directors and willing to act, to be an alternate Director and may remove from office an alternate Director so appointed by him.
31. An alternate Director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his appointor is a member, to attend and (subject to the provisions of Article 47 regarding the votes of the Chairman or his alternate) 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. But it shall not be necessary to give notice of such a meeting to an Alternate Director who is absent from the United Kingdom.
32. An alternate Director shall cease to be an alternate Director if his appointor ceases to be a Director.
33. 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 Directors.
34. Save as otherwise provided in the 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.
35. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge or otherwise secure its undertaking and property, or any part thereof, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party.

#### POWERS OF THE DIRECTORS

36. The business of the Company shall be managed by the Directors who may pay all such expenses of, and preliminary and incidental to, the promotion, formation, establishment and registration of the Company as they think fit, and may exercise all such powers of the Company, and do on behalf of the Company all such acts as may be exercised and done by the Company and as are not by statute or by these presents required to be exercised or done by the Company in General Meeting, subject nevertheless to any regulations of these present, to the provisions of the statute for the time being in force and affecting the Company, and

to such regulations, being not inconsistent with the aforesaid regulations or provision, as may be prescribed by the Company in General Meeting, but no regulation made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made.

37. The Directors may from time to time and at any time by power of attorney appoint any company, firm or person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him.
38. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Directors shall from time to time determine.
39. The Directors for the time being may act notwithstanding any vacancy in their body provided always that in case the Directors shall at any time be or be reduced in number to less than the minimum number prescribed by or in accordance with these presents, it shall be lawful for them to act for the purpose of summoning a General Meeting but not for any other purpose.

#### DISQUALIFICATION OF DIRECTORS

40. The office of a Director shall be vacated:
  - (A) If a receiving order is made against him or he makes any arrangement or composition with his creditors.
  - (B) If he becomes of unsound mind.
  - (C) If he is removed by his relevant nominating body referred to in Article 34 of these presents.
  - (D) If by notice in writing to the Company he resigns his office.
  - (E) If he ceases to hold office by reason of any order made under Sections 295-299 and Schedule 12 of the Act.
  - (F) If he is removed from office by resolution duly passed pursuant to Section 303 of the Act.
  - (G) If he ceases to be a member by virtue of Section 293 of the Act.

## CHAIRMAN

41. The Chairman of the Board of Directors shall be the Director of the Newspaper Publishers' Association Limited or his alternate as the case may be, and shall preside at every meeting of the Directors.

## PROCEEDINGS OF THE DIRECTORS

42. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business. Unless otherwise determined two Directors shall be a quorum. Questions arising at any meeting shall be decided by a majority of votes. However, the Chairman (or his alternate as the case may be) may only have a vote in the case of an equality of votes. Nevertheless, for the avoidance of doubt the Chairman shall count toward any quorum. 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 own vote.
43. Any member, Director or Secretary may, and on the request of any member or Director the Secretary shall, at any time, summon a meeting of the Directors. A Director who is absent from the United Kingdom shall not be entitled to notice of a meeting.
44. A meeting of the Directors at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the Association for the time being vested in the Directors generally.
45. The Directors may delegate any of their powers to committees consisting of such member or members of the Directors as they think fit, and any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the Directors. The meetings and proceedings of any such committee shall be governed by the provisions of these presents for regulating the meetings and proceedings of the Directors so far as applicable and so far as the same shall not be superseded by any regulations made by the Directors.
46. All acts bona fide done by a meeting of the Directors or of any committee of the Directors or by any person acting as a Director shall notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such member 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 or had duly continued in office and was qualified to be a member of the Directors.
47. The Directors shall cause proper minutes to be made of all appointments of officers made by the Directors and of the proceedings of all meetings of the Association and of the Directors and of committees of the Directors and all business transacted at such meetings and any such minutes of any meeting, if purporting to be signed by the Chairman of such

meeting, or by the Chairman of the next succeeding meeting shall be sufficient evidence without any further proof of the facts therein stated.

48. A resolution in writing signed by all the Directors or all the Directors of any committee or the Directors who are entitled to receive notice of a meeting of the Directors or of such committee shall be as valid and effectual as if it had been passed at a meeting of the Directors or of such committee duly convened and constituted. Such resolution may consist of several documents in the like form each signed by one or more Directors; but a resolution signed by an alternate Director need not also be signed by his appointor and, if it is signed by a Director who has appointed an alternate Director, it need not be signed by the alternate Director in that capacity.

#### SECRETARY

49. The Secretary shall be appointed by the Directors for such time and subject to clause 4 of the Memorandum of Association at such remuneration and upon such conditions as the Directors may think fit. The provisions of Sections 283 (1) - (3) and 284 of the Act shall apply and be observed. The Directors may from time to time by resolution appoint an assistant or deputy Secretary, and any such person so appointed may act in place of the Secretary if there be no Secretary or no Secretary is capable of acting.

#### THE SEAL

50. The seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Directors, and in the presence of at least one Director and the Secretary or a second Director or by some other person appointed by the Directors for the purpose, and such persons shall sign every instrument to which the seal shall be so affixed in their presence, and in favour of any purchaser or person bona fide dealing with the Company such signatures shall be conclusive evidence of the fact that the seal has been properly affixed.

#### ACCOUNTS

51. The Directors shall cause proper books of account to be kept with respect to:
- (A) all sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place;
  - (B) all sales and purchases of goods by the Company; and
  - (C) the assets and liabilities of the Company.

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the affairs of the Company and to explain its transactions.

52. The books of account shall be kept at the registered office or at such place or places as the Directors shall think fit, and shall always be open to the inspection of the Directors.
53. The Directors 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, and no member shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Directors or by the Company in General Meeting.
54. At the Annual General Meeting in every year the Directors shall lay before the Company a proper income and expenditure account for the period since the last preceding account (or in the case of the first account since the incorporation of the Company) made up to a date not more than four months before such meeting, together with a proper balance sheet made up as at the same date. Every such balance sheet shall be accompanied by proper reports of the Directors and the Auditors, and copies of such account, balance sheet and reports (all of which shall be framed in accordance with any statutory requirements for the time being in force) or any other documents required by law to be annexed or attached thereto or to accompany the same shall not less than twenty-one clear days before the date of the meeting, subject nevertheless to the provisions of Section 240(4) of the Act, be sent to the Auditors and to all other persons entitled to receive notices of General Meetings in the manner in which notices are hereinafter directed to be served. The Auditors' report shall be open to inspection and be read before the meeting as required by the Act.

#### AUDIT

55. Once at least in every year the accounts of the Company shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Auditor or Auditors.

#### NOTICES

56. A notice may be served by the Company upon any member, either personally or by sending it through the post in a prepaid letter, addressed to such member at his registered address as appearing in the register of members.
57. Any member described in the register of members by an address not within the United Kingdom who shall from time to time give the Company an address within the United Kingdom at which notices may be served upon him, shall be entitled to have notices served upon him at such address, but, save as aforesaid and as provided by the Act, only those members who are described in the register of members by an address within the United Kingdom shall be entitled to receive notices from the Company.
58. Any notice, if served by first class post, shall be deemed to have been served on the day following that on which the letter containing the same is put into the post, and in proving

such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office as a prepaid letter.

#### DISSOLUTION

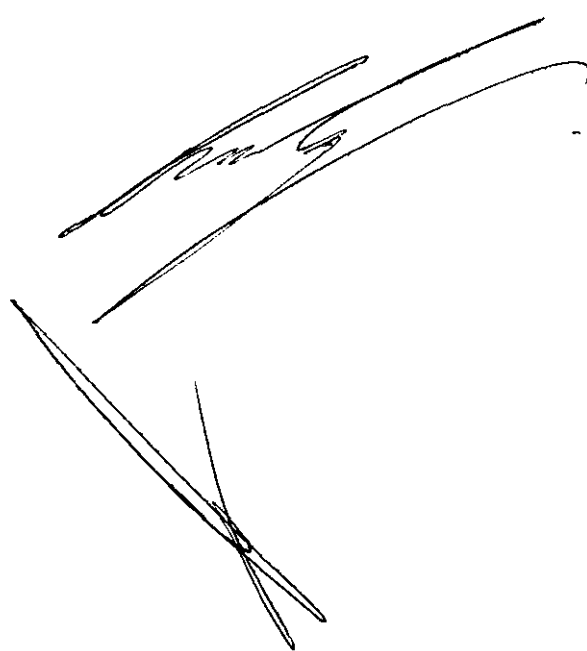
59. If upon the winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of clause 4 of its Memorandum of Association, such institution or institutions to be determined by the members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some charitable object.

#### INDEMNITY

60. Subject to the provisions of the Act but without prejudice to any indemnity to which a Director may otherwise be entitled every Director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against 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 in which relief is granted to him by the Court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

NAMES AND ADDRESSES OF SUBSCRIBERS

DANIEL JAMES DWYER  
2 Clovers End  
Patcham  
Brighton, East Sussex,  
BN1 8PJ



DANIEL JOHN DWYER  
6 Brimstone Close  
Chelsfield Park  
Chelsfield  
Kent  
BR6 7ST

DATED the 2<sup>nd</sup> day of February 2006.  
WITNESS to the above Signatures

BETTY JUNE DOYLE  
Flat 11, Homecoppice  
1 Park Avenue  
Bromley  
Kent  
BR1 4EF

