

File Copy



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 06550873

The Registrar of Companies for England and Wales hereby certifies that
ABBISS CADRES LIMITED

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

Given at Companies House on 1st April 2008



N06550873L



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

The above information was communicated in non-legible form and authenticated by the
Registrar of Companies under section 710A of the Companies Act 1985



Companies House

— for the record —

Electronic statement of compliance
with requirements on application
for registration of a company
pursuant to section 12(3A) of the
Companies Act 1985

Company number

6550873

Company name

ABBISS CADRES LIMITED

I,

GUY BRANDON ABBISS

of

**7 CHRISTCHURCH CRESCENT
RADLETT
UNITED KINGDOM
WD7 8AG**

a

person named as a director of the company in the
statement delivered to the registrar of companies
under section 10(2) of the Companies Act 1985

make the following statement of compliance in pursuance of section
12(3A) of the Companies Act 1985

Statement:

I hereby state 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.

Confirmation of electronic delivery of information

This statement of compliance was delivered to the registrar of companies
electronically and authenticated in accordance with the registrar's
direction under section 707B of the Companies Act 1985.

WARNING: The making of a false statement could result in liability to
criminal prosecution



Companies House
— for the record —

10(ef)

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

Received for filing in Electronic Format on the: **31/03/2008**



*Company Name
in full:*

ABBISS CADRES LIMITED

*Proposed Registered
Office:*

**7 CHRISTCHURCH CRESCENT
RADLETT
WD7 8AG**

memorandum delivered by an agent for the subscriber(s): **Yes**

Agent's Name:

JORDANS LIMITED

Agent's Address:

**21 ST THOMAS STREET
BRISTOL
BS1 6JS**

Company Secretary

Name

RACHEL KEELEY

Address:

**7 CHRISTCHURCH CRESCENT
RADLETT
UNITED KINGDOM
WD7 8AG**

Consented to Act: **Y**

Date authorised **01/04/2008** *Authenticated:* **YES**

Director]:

Name **MR GUY BRANDON ABBISS**

Address: **7 CHRISTCHURCH CRESCENT
RADLETT
UNITED KINGDOM
WD7 8AG**

Nationality: **BRITISH**

Business occupation: **SOLICITOR**

Date of birth: **06/04/1964**

Consented to Act: **Y** *Date Authorised:* **01/04/2008** *Authenticated:* **YES**

Authorisation

Authoriser Designation: **agent**

Date Authorised: **31/03/2008**

Authenticated: **Yes**

THE COMPANIES ACTS 1985 to 2006

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION OF

ABBISS CADRES LIMITED

1. The Company's name is "ABBISS CADRES LIMITED".
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:-
 - 3.1 To carry on business consisting of the provision of professional services such as are provided by individuals practising as solicitors or lawyers of other jurisdictions PROVIDED THAT nothing in any sub-clause of this clause shall give the Company power to do anything in breach of the Solicitors Act 1974, the Rules or any rules, principles or requirements of conduct applicable to recognised bodies by virtue of the Rules or section 9 of the Administration of Justice Act 1985.
 - 3.2 To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.
 - 3.3 To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any trade marks, patents, copyrights, trade secrets, or other intellectual property rights, licences, secret processes, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.
 - 3.4 To acquire or undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on the business or any part of the business which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or

things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.

3.5 To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.

3.6 To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.

3.7 To lend and advance money or give credit on any terms with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company), to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid).

3.8 To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security 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, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.

3.9 To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.

3.10 To apply for, promote, and obtain any Act of Parliament, order or licence of the Department of Trade and Industry or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.

3.11 To enter into any arrangements with any government or authority (supreme, municipal, local or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions.

3.12 To subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world.

3.13 To control, manage, finance, subsidise, or co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies.

3.14 To promote or form any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.

3.15 To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.

3.16 To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts.

3.17 To remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment to him or them of shares or other securities of the Company credited as paid up in full or otherwise as may be thought expedient.

3.18 To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company.

3.19 To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its directors or employees, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been directors of, or who are or have been employed by, or who are serving or have served the Company, or any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such persons; to make

payments towards insurance including insurance for any director, officer or auditor against any liability in respect of any negligence, default, breach of duty or breach of trust (so far as permitted by law); and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants; and to set up, establish, support and maintain profit sharing schemes for the benefit of any of the employees of the Company or share purchase schemes for the benefit of any of the solicitor or registered European lawyer or registered foreign lawyer or non-registered European lawyer employees of the Company and to lend money to any such employees or to trustees on their behalf to enable any such purchase schemes to be established or maintained.

3.20 Subject to and in accordance with a due compliance with the provisions of the Act (if and so far as such provisions shall be applicable) to give, directly or indirectly, financial assistance for the acquisition of shares or other securities of the Company or of any other company or for the reduction or discharge of any liability incurred in respect of such acquisition.

3.21 To distribute among the members of the Company in kind any property of the Company of whatever nature.

3.22 To procure the Company to be registered or recognised in any part of the world.

3.23 To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.

3.24 To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.

3.25 AND so that:-

3.25.1 None of the objects set forth in any sub-clause of this clause shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this clause, or by reference to or inference from the name of the Company.

3.25.2 None of the sub-clauses of this clause and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause, and the Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this clause as though each sub-clause contained the objects of a separate Company.

3.25.3 The word "company" in this clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons,

whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.

3.25.4 In this clause:

"the Act" means the Companies Act 1985 and any reference in this clause to any provision of the Act, the Administration of Justice Act 1985 or the Solicitors Act 1974 shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force;

"the Rules" means the Solicitors' Incorporated Practice Rules 2004 or any modification or re-enactment thereof for the time being in force;

"recognised body" means a body corporate for the time being recognised by the Council of the Society under section 9 of the Administration of Justice Act 1985 and the Rules;

"registered European lawyer" means an individual registered with the Society under regulation 17 of the European Communities (Lawyer's Practice) Regulations 2000;

"registered foreign lawyer" means an individual registered with the Society under section 89 of the Courts and Legal Services Act 1990;

"non-registered European lawyer" means a member of a legal profession which is covered by the Establishment of Lawyers Directive 98/5/EC, but who is not:

(a) a solicitor, registered European lawyer or registered foreign lawyer; or

(b) a barrister of England and Wales, Northern Ireland or the Irish Republic, or a Scottish advocate;

and who is not based at an office in England and Wales;

"the Society" means the Law Society of England and Wales;

"solicitor" means a solicitor of the Supreme Court of England and Wales with a practising certificate.

4. The liability of the members is limited.

5. The Company's share capital is £1000 divided into 1000 shares of £1 each.

I, the subscriber to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum; and I agree to take the number of shares shown opposite my name.

Name and address of Subscriber	Number of shares taken by the Subscriber
Mr Guy Brandon Abbiss 7 Christchurch Crescent RADLETT WD7 8AG	- One Ordinary Share
Total shares taken	- 1

Dated 31/03/2008

THE COMPANIES ACTS 1985 to 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

ABBISS CADRES LIMITED

1. PRELIMINARY

1.1 The Articles hereinafter contained and, subject as hereinafter provided, the regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985 No. 805) as amended by The Companies (Tables A to F) (Amendment) Regulations 1985 (SI 1985 No. 1052), The Companies Act 1985 (Electronic Communications) Order 2000 (SI 2000 No. 3373), the Companies (Tables A to F) (Amendment) Regulations 2007 (SI 2007 No. 2541) and the Companies (Tables A to F) (Amendment) (No 2) Regulations 2007 (SI 2007 No. 2826) so far as it relates to private companies limited by shares (such Table being hereinafter referred to as "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and subject always to the Rules (as hereinafter defined). Such regulations save and subject as aforesaid and the Articles hereinafter contained shall be the Articles of Association of the Company. In the case of any variation or inconsistency between these Articles and the regulations in Table A, the provisions of these Articles shall prevail. In the case of any variation or inconsistency between the Rules and the regulations of the Company the provisions of the Rules shall prevail.

1.2 For the purposes of these Articles, except where the context otherwise requires:-

"the Act"	means the Companies Act 1985 and "the 2006 Act" means the Companies Act 2006;
"the Council"	means the Council of the Society;
"Establishment Directive state"	means a state to which the Establishment of Lawyers Directive 98/5/EC applies;
"European corporate practice"	means a lawyers' practice incorporated in or formed under the law of an Establishment Directive state other than the United Kingdom, which does not practise from an office in England and Wales and is either:

- (i) a body corporate wholly owned (whether directly or indirectly) and directed by registered European lawyers and/or non-registered European lawyers, or by such persons together with solicitors, registered foreign lawyers and/or barristers of England and Wales; or
- (ii) a lawyers' partnership with separate legal identity whose partners are all registered European lawyers and/or non-registered European lawyers, or such persons together with solicitors, registered foreign lawyers and/or barristers of England and Wales;

"eligible person"

means any of the following:

- (i) solicitor;
- (ii) registered European lawyer;
- (iii) registered foreign lawyer;
- (iv) non-registered European lawyer;
- (v) recognised body; or
- (vi) European corporate practice;

"member"

means a person who has agreed to be a member and whose name is entered in the Company's register of members;

"nominee member"

means a member who holds shares on behalf of an owner;

"non-registered European lawyer"

means a member of a legal profession which is covered by the Establishment of Lawyers Directive 98/5/EC, but who is not:

- (i) a solicitor whether or not with a practising certificate, registered European lawyer or registered foreign lawyer; or
- (ii) a barrister of England and Wales, Northern Ireland or the Irish Republic, or a Scottish advocate;

	and who is not based at an office in England and Wales;
"owner"	means an eligible person for whom a share is held by a nominee member;
"practising certificate" and "the roll"	have the meanings assigned to them in the Solicitors Act 1974;
"recognised body"	means a body corporate for the time being recognised by the Council of the Society under section 9 of the Administration of Justice Act 1985 and the Rules;
"registered European lawyer"	means an individual registered with the Society under regulation 17 of the European Communities (Lawyer's Practice) Regulations 2000;
"registered foreign lawyer"	means an individual registered with the Society under section 89 of the Courts and Legal Services Act 1990;
"the Rules"	means the Solicitors' Incorporated Practice Rules 2004 or any modification or re-enactment for the time being in force;
"the Society"	means the Law Society of England and Wales; and
"solicitor"	means a solicitor of the Supreme Court of England and Wales with a practising certificate.

Words importing gender include a reference to both other genders, words in the singular include a reference to the plural and vice versa.

Any reference to any provision of the Act, the 2006 Act, the Administration of Justice Act 1985, the Solicitors Act 1974 or any provision of any other statutory provision relevant to these Articles shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

2. MEMBERS

2.1 No person shall be a member of the Company unless he is an eligible person.

2.2 A member shall not hold a share on behalf of another person nor create any charge or other third party interest over a share save where a member holds a share as nominee for an eligible person.

2.3 A nominee member must keep the Company informed of all facts necessary to keep an accurate and up to date record of the owners of shares.

2.4 The Company may require a member, nominee member, trustee in bankruptcy, liquidator, personal representative or receiver appointed under the Mental Health Act 1983 to furnish any information, document or other matter which the directors may think necessary for the purpose of enabling the Company to comply with the Rules and such person shall furnish the information, document or other matter required within such period as may be determined by the directors.

2.5 The Company must have at least one member who is a solicitor, a registered European lawyer, a recognised body, or a European corporate practice which is at least partly owned by a solicitor or a registered European lawyer.

3. THE RULES

3.1 The management of the Company and the allotment, issue, holding, transfer and transmission of all shares in the capital of the Company shall be subject to the Rules and nothing in the regulations of the Company shall be construed as authorising any breach of the Rules or any rules, principles or requirements of conduct applicable to recognised bodies by virtue of the Rules or section 9 of the Administration of Justice Act 1985.

4. UNISSUED SHARE CAPITAL

4.1 Notwithstanding any other provision of these Articles, no share shall be allotted or otherwise disposed of nor shall any option be granted over any share:

(a) other than to an eligible person; or

(b) in circumstances where the allotment, disposal or grant would result in the Company ceasing to have at least one member who is a solicitor, or a registered European lawyer or a recognised body or European corporate practice which is at least partly owned by a solicitor or a registered European lawyer; or

(c) in circumstances where the allotment, disposal or grant would result in any other breach of the Rules.

4.2 Subject always to article 4.1 above, the directors may allot, grant options over or otherwise dispose of any unissued shares in the Company to such persons, on such terms and in such manner as they think fit.

4.3 Subject to the provisions of this article 4 and article 2 above the directors are unconditionally authorised for the purposes of section 80 of the Act to allot shares and grant rights to subscribe for, or convert securities into, shares in the Company up to the nominal amount of authorised share capital with which the Company is incorporated at any time or times during the period of five years from the date of incorporation. The directors may, after that period, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company within that period. The authority hereby given may at

any time (subject to the said section 80) be renewed, revoked or varied by ordinary resolution of the Company in general meeting.

4.5 Sections 89(1) and 90(1) to (6) (inclusive) of the Act shall be excluded from applying to the Company.

5. EFFECT OF CERTAIN EVENTS ON SHARES

5.1 Insolvency

5.1.1 Within a period of 6 months from the date on which a member or owner becomes insolvent or bankrupt:

(a) a trustee in bankruptcy or liquidator may elect to become the holder of the shares held by that member or owner ("the qualifying shares") by giving written notice to the Company to this effect;

(b) any trustee in bankruptcy or liquidator which is an eligible person may exercise any vote on the qualifying shares, whether registered in his name or not; and

(c) save as set out in sub-article 5.1(b), a trustee in bankruptcy or liquidator of the member or owner shall have the rights to which he would be entitled if he were the holder of the share.

5.1.2 The trustee in bankruptcy or liquidator shall serve, or shall procure that the nominee member serves a transfer notice in accordance with article 6.3 in respect of the qualifying shares within 3 months of the date of the insolvency.

5.2 Death

5.2.1 Within a period of 12 months from the date of death of a member or owner:

(a) his personal representatives may elect to become the holder of the shares held by that member or owner ("the qualifying shares") by giving written notice to the Company to this effect;

(b) if all the personal representatives are eligible persons, they may exercise any vote on the qualifying shares, whether registered in the names of the personal representatives or not; and

(c) save as set out in sub-article 5.2(b), a personal representative of the member or owner shall have the rights to which he would be entitled if he were the holder of the share.

5.2.2 The personal representatives shall serve, or shall procure that the nominee member serves a transfer notice in accordance with article 6.3 in respect of the qualifying shares within 9 months of the date of death.

5.3 Ineligibility

5.3.1 If a member or owner ceases to be an eligible person, within a period of 6 months from the date of his ceasing to be an eligible person:

(a) any trustee in bankruptcy or liquidator of the member or owner who is appointed may elect to become the holder of the shares held by that member or shareholder ("the qualifying shares") by giving written notice to the Company to this effect;

(b) no person may exercise any vote on the qualifying shares;

(c) save as set out in sub-article 5.3(b), a trustee in bankruptcy or liquidator of the member or owner shall have the rights to which he would be entitled if he were the holder of the share.

5.3.2 The member or any trustee in bankruptcy or liquidator who is appointed shall serve, and an owner or any trustee in bankruptcy or liquidator who is appointed shall procure that the nominee member shall serve a transfer notice in accordance with article 6.3 in respect of the qualifying shares within 3 months of the date on which the member or owner ceases to be an eligible person.

5.4 Ceasing to exist

5.4.1 If a member or owner, not being an individual, ceases to exist, within a period of 6 months from the date on which it ceases to exist the member or owner may not exercise any vote on the shares which it holds ("the qualifying shares").

5.4.2 A transfer notice shall be deemed to have been served in accordance with article 6.3 in respect of the qualifying shares within 3 months of the date on which the member or owner ceased to exist.

5.5 Mental Health

If a receiver is appointed under the Mental Health Act 1983 in respect of a member or owner, then, unless the receiver is an eligible person, no vote may be exercised on any shares held by the member or owner. Regulation 56 in Table A shall be construed accordingly.

5.6 Other breach of the Rules

A member or owner who creates a charge or a third party interest over his shares (other than holding the shares as a nominee for an eligible person) or who purports to transfer his shares in breach of the provisions of these Articles shall be deemed to have served a transfer notice in accordance with article 6.3 in respect of his shares on the date of the creation of the charge or third party interest or the date of the purported transfer.

5.7 Regulations 29 to 31 (inclusive), 54 and 59 shall be read and construed accordingly.

6. TRANSFER OF SHARES – GENERAL

6.1 Subject to the provisions of article 2 the directors may, in their absolute discretion, refuse to register any transfer of shares and shall do so where the transfer would result in:

- (a) any person other than an eligible person becoming a member; or
 - (b) the Company being owned solely by registered foreign lawyers;
- or
- (c) any other breach of the Rules.

6.2 Regulation 24 in Table A shall be modified accordingly.

6.3 A member who proposes to transfer ("the proposing transferor") all or part of his shares shall serve a notice on the Company to this effect ("a transfer notice"). The transfer notice shall specify the number and class of shares to be transferred, and if the transfer notice is deemed to have been given shall relate to all the shares held by the member concerned. The transfer notice shall constitute the Company the agent of the proposing transferor for the sale of the shares comprised in the transfer notice to any member or members willing to purchase the same ("the purchasing member") at a price agreed between the proposing transferor and the Company or if not so agreed at a fair value certified in accordance with article 6.5 below. A transfer notice shall not be revocable except with the sanction of the directors.

6.4 The shares comprised in any transfer notice shall be offered to the members (other than the proposing transferor) as nearly as may be in proportion to the number of shares held by them respectively. Such offer shall be made by notice in writing ("the offer notice") within 7 days after the receipt by the Company of the transfer notice. The offer notice shall state the price per share if agreed between the Company and the proposing transferor and shall limit the time in which the offer may be accepted, not being less than 21 days nor more than 42 days after the date of the offer notice, provided that if a certificate of valuation is required in accordance with article 6.5 below the offer shall remain open for acceptance for a period of 14 days after the date on which notice of the fair value certified in accordance with that article shall have been given by the Company to the members. For the purpose of this article an offer shall be deemed to be accepted on the day on which the acceptance is received by the Company. The offer notice shall further invite each member to state in his reply the number of additional shares (if any) in excess of his proportion which he desires to purchase and if all the members do not accept the offer in respect of their respective proportions in full the shares not so accepted shall be used to satisfy the claims for additional shares as nearly as may be in proportion to the number of shares already held by them respectively, provided that no member shall be obliged to take more shares than he shall have applied for. If any shares shall not be capable without fractions of being offered to the members in proportion to their existing holdings, the same shall be offered to the 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 may think fit.

6.5 If the Company and the proposing transferor shall not have agreed on the price of the shares comprised in the transfer notice within a period of 7 days after the receipt or deemed receipt by the Company of the transfer notice the auditor for the time being of the Company (or at the discretion of the auditor, or if there is no auditor, such person who the directors of the Company shall have agreed to appoint in writing or, in default of such agreement, a person nominated by the President for the time being of the Institute of Chartered Accountants in England and Wales) shall certify in writing the sum which in his opinion represents the fair value of the shares comprised in the transfer notice as at the date of the transfer notice and for the purpose of this article reference to the auditor shall include any person so nominated. The costs of such valuation shall be borne by such persons as the auditor considers should bear the cost. In certifying fair value as aforesaid the auditor shall be considered to be acting as an expert and not as an arbitrator or arbiter and accordingly any provisions of law or statute relating to arbitration shall not apply. For the purpose of this article the fair value of each share comprised in the transfer notice shall be its value as a rateable proportion of the total value of all the issued shares of the Company and shall not be discounted or enhanced by reference to the number of shares referred to in the transfer notice.

6.6 If purchasing members shall be found for all or some of the shares comprised in the transfer notice within the appropriate period specified in article 6.4 above, the Company shall not later than 7 days after the expiry of such appropriate period give notice in writing ("the sale notice") to the proposing transferor specifying the purchasing members and the shares they wish to purchase and the proposing transferor shall be bound upon payment of the price due in respect of the shares comprised in the sale notice to transfer the shares to the purchasing members.

6.7 If in any case the proposing transferor after having become bound makes default in transferring any shares the Company may receive the purchase money 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 money shall be a good discharge to the purchasing members. The Company shall pay the purchase money into a separate bank account.

6.8 If there are shares contained in the transfer notice for which there are no members willing to purchase then, subject to compliance with the provisions of the Act, the Company shall acquire those shares for the price agreed with the proposing transferor or if not so agreed, for the fair value as certified in accordance with article 6.5.

7. PROCEEDINGS AT GENERAL MEETINGS

7.1 No business shall be transacted at any meeting unless a quorum is present at the time when the meeting proceeds to business. Subject to article 7.2 below 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 corporate member, shall be a quorum.

7.2 If and for so long as the Company has only one member, that member present in person or by proxy or (if that member is a corporate body) by a duly authorised representative shall be a quorum.

7.3 If a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the directors may determine; and if at the adjourned general meeting a quorum is not present within half an hour from the time appointed for it such adjourned general meeting shall be dissolved.

7.4 Regulations 40 and 41 in Table A shall not apply to the Company.

7.5 If and for so long as the Company has only one member and that member takes any decision which is required to be taken in general meeting or by means of a written resolution, that decision shall be as valid and effectual as if agreed by the Company in general meeting, subject as provided in article 7.6 below.

7.6 Any decision taken by a sole member pursuant to article 7.5 above shall be recorded in writing and delivered by that member to the Company for entry in the Company's minute book.

8. VOTES OF MEMBERS

8.1 Subject to these Articles, and in particular to article 5, and to the Rules and to any rights or restrictions attached to any shares, on a show of hands every member who (being an individual) is present in person or (being a corporate body) is present by a duly authorised representative or proxy, shall have one vote and on a poll every member shall have one vote for every share of which he is the holder.

8.2 A member shall not tender a vote in breach of the Rules and any vote so tendered shall not be accepted.

8.3 Where a member, nominee member, trustee in bankruptcy, liquidator, personal representative or receiver under the Mental Health Act 1983 fails to disclose or furnish any information, document or other matter which he is required to disclose or furnish to the Company under articles 2.3 and 2.4 the directors may resolve that no vote shall be tendered or accepted in respect of any share held by or for him until the information, document or other matter required shall have been furnished or disclosed. Notice of the passing of such resolution shall forthwith be given to the member affected thereby.

8.4 For the purpose of attending and voting at meetings a member shall not appoint any person as a proxy or authorised representative of a corporate member who is not a solicitor, a registered European lawyer, a registered foreign lawyer or a non-registered European lawyer.

8.5 An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and shall be in the following form (or in a form as near

thereto as circumstances allow or in any other form which is usual or which the directors may approve):-

" _____ Limited
I/We, _____
of _____, being a
member/members of the above-
of _____
_____, being [specify proxy's eligibility by reference
to the _____ Rules] as my/our proxy to vote in my/our name[s] and on
my/our behalf at the general meeting of the Company to be held on
[date], and at any adjournment thereof.
Signed on _____ [date]."

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

" _____ Limited
I/We, _____
of _____, being a member/members of
the above-named company, hereby appoint
_____, being [specify proxy's eligibility by reference to the Rules] as
my/our proxy to vote in my/our name[s] and on my/our behalf at the
general meeting of the Company to be held on _____ [date], and at
any adjournment thereof.

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

Resolution No.1. *for *against

Resolution No.2. *for *against

* Strike out whichever is not desired.

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

Signed on _____ [date]."

8.7 A member present at a meeting by proxy shall be entitled to speak at the meeting and shall be entitled to one vote on a show of hands. In any case where the same person is appointed proxy for more than one member he shall on a show of hands have as many votes as the number of members for whom he is proxy. A member present at a meeting by more than one proxy shall be entitled to speak at the meeting through each of the proxies but the proxies together shall be entitled to only one vote on a show of hands. In the event that the proxies do not reach agreement as to how their vote should be exercised on a show of hands, the voting

power is treated as not exercised. Regulation 54 in Table A shall be modified accordingly.

8.8 Unless resolved by ordinary resolution that regulation 62 in Table A shall apply without modification, the appointment of a proxy and any authority under which the proxy is appointed or a copy of such authority certified notarially or in some other way approved by the directors may be deposited or received at the place specified in regulation 62 in Table A up to the commencement of the meeting or (in any case where a poll is taken otherwise than at the meeting) of the taking of the poll or may be handed to the chairman of the meeting prior to the commencement of the business of the meeting.

8.9 A vote given or poll demanded by proxy or by the duly authorised representative of a corporate member shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

8.10 Resolutions under section 168 of the 2006 Act for the removal of a director before the expiration of his period of office and under section 391 of the Act for the removal of an auditor before the expiration of his period of office shall only be considered by the Company in general meeting.

8.11 Regulations 54 to 59 (inclusive) in Table A shall be read and construed in accordance with the foregoing provisions of this article 8 and regulations 60, 61 and 63 in Table A shall not apply to the Company.

9. DIRECTORS

9.1 Unless and until otherwise determined by the Company by ordinary resolution in general meeting, the number of the directors shall not be subject to any maximum and the minimum number of directors shall be one. Whenever the minimum number of directors is one, a sole director shall have authority to exercise all the powers and discretions by Table A and by these Articles expressed to be vested in the directors generally, and regulation 89 in Table A shall be modified accordingly.

9.2 At all times the Company shall have at least one director who is either a solicitor or a registered European lawyer. Regulation 64 in Table A shall not apply to the Company.

9.3 Subject to the Company complying with the provisions of article 9.2 the following persons are eligible to become directors of the Company:

- (a) solicitors;
- (b) registered European lawyers;

- (c) registered foreign lawyers; and
- (d) non-registered European lawyers.

9.4 In the event that a director dies and as a result the Company is in breach of article 9.2 the remaining directors or the Company in general meeting shall within 14 days appoint as director a person who is either a solicitor or a registered European lawyer.

9.5 In the event that the Company's sole or last remaining director who is a solicitor or a registered European lawyer:

- (a) is committed to prison in civil or criminal proceedings;
- (b) becomes and continues to be unable to attend to the practice of the Company because of incapacity caused by illness, accident or age;
- (c) becomes and continues to be a mental patient as defined under section 94 of the Mental Health Act 1983 or is made the subject of powers exercised under section 98 of that Act and continues to be subject to those powers;
- (d) abandons the practice of the Company; or
- (e) is made subject to a condition on his practising certificate or registration which would be breached by the director continuing as a director of the Company;

the Company shall within 14 days appoint as an additional director or to fill the vacancy a solicitor or a registered European lawyer.

9.6 In articles 9.4 and 9.5 the requirement in regulation 38 in Table A to give 14 clear days' notice of a general meeting to appoint a director shall not apply.

9.7 The directors shall not be required to retire by rotation and regulations 76 to 79 (inclusive) in Table A shall not apply to the Company.

9.8 Notwithstanding any other provision of these Articles, no person shall be appointed as a director if his appointment would result in any breach of the Rules.

9.9 Subject always to articles 9.2 to 9.6 (inclusive) and 9.8 above, no person shall be appointed a director at any general meeting unless either:-

- (a) he is recommended by the directors; or
- (b) not less than 14 nor more than 35 clear days before the date appointed for the general meeting, notice signed by a member qualified to vote at the general meeting has been given to the Company of the intention to propose that person for appointment, together with notice signed by that person of his willingness to be appointed.

9.10 Subject to articles 9.2 to 9.6 (inclusive), 9.8 and 9.9 above, the Company may by ordinary resolution appoint any solicitor, registered European lawyer, registered foreign lawyer or non-registered European lawyer who is willing to act to be a director, either to fill a vacancy or as an additional director, provided that the appointment does not cause the number of directors to exceed any number determined in accordance with article 9.1 above as the maximum number of directors and for the time being in force.

9.11 Subject to articles 9.2 to 9.5 (inclusive) and 9.8 above, the directors may appoint a solicitor, registered European lawyer, registered foreign lawyer or non-registered European lawyer who is willing to act to be a director, either to fill a vacancy or as an additional director, provided that the appointment does not cause the number of directors to exceed any number determined in accordance with article 9.1 above as the maximum number of directors and for the time being in force.

9.12 In any case where as the result of death or deaths the Company has no members and no directors the personal representatives of the last member to have died shall have the right by notice in writing to appoint a solicitor or registered European lawyer to be a director of the Company and such appointment shall be as effective as if made by the Company in general meeting pursuant to article 9.10 above. For the purpose of this article, where two or more members die in circumstances rendering it uncertain which of them survived the other or others, the members shall be deemed to have died in order of seniority, and accordingly the younger shall be deemed to have survived the elder.

10. BORROWING POWERS

The directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and subject (in the case of any security convertible into shares) to section 80 of the Act to grant any mortgage, charge or standard security over its undertaking, property and uncalled capital, 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.

11. DISQUALIFICATION OF DIRECTORS

The office of a director shall forthwith be vacated if his continuance in office would be in breach of the Rules and regulation 81 in Table A shall be amended accordingly.

12. ALTERNATE DIRECTORS

12.1 Subject to the approval of the board of directors the directors may appoint alternate directors. A director, or such other person as is mentioned in article 9.3 may act as an alternate director to represent more than one director, and an alternate director shall be entitled at any meeting of the directors or of any committee of the directors to one vote for every director whom he represents in addition to his own vote (if any) as a director, but he shall count as only one for the

purpose of determining whether a quorum is present. Regulations 65 to 69 of Table A shall be construed accordingly.

12.2 Unless otherwise determined by the Company in general meeting by ordinary resolution an alternate director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, and the first sentence of regulation 66 in Table A shall be modified accordingly.

13. GRATUITIES AND PENSIONS

13.1 The directors may exercise the powers of the Company conferred by its Memorandum of Association in relation to the payment of pensions, gratuities and other benefits and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.

13.2 Regulation 87 in Table A shall not apply to the Company.

14. PROCEEDINGS OF DIRECTORS

14.1 A director may vote, at any meeting of the directors or of any committee of the directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting.

14.2 Each director shall comply with his obligations to disclose his interest in contracts under section 317 of the Act.

14.3 Regulations 94 to 97 (inclusive) in Table A shall not apply to the Company.

15. COMMUNICATION BY MEANS OF A WEBSITE

15.1 Subject to the provisions of the 2006 Act a document or information may be sent or supplied by the Company to a person by being made available on a website.

16. THE SEAL

16.1 If the Company has a seal it shall only be used with the authority of the directors or of a committee of directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a director and by the secretary or second director. The obligation under regulation 6 in Table A relating to the sealing of share certificates shall apply only if the Company has a seal. Regulation 101 in Table A shall not apply to the Company.

16.2 The Company may exercise the powers conferred by section 39 of the Act with regard to having an official seal for use abroad, and such powers shall be vested in the directors.

17. PROTECTION FROM LIABILITY

17.1 For the purposes of this article a "Liability" is any liability incurred by a person in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company or otherwise in connection with his duties, powers or office and "Associated Company" shall bear the meaning referred to in section 256 of the 2006 Act. Subject to the provisions of the 2006 Act and without prejudice to any protection from liability which may otherwise apply:

(a) the directors shall have power to purchase and maintain for any director of the Company, any director of an Associated Company, any auditor of the Company and any officer of the Company (not being a director or auditor of the Company), insurance against any Liability; and

(b) every director or auditor of the Company and every officer of the Company (not being a director or auditor of the Company) shall be indemnified out of the assets of the Company against any loss or liability incurred by him in defending any proceedings 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 any Liability.

17.2 Regulation 118 in Table A shall not apply to the Company.

Name and address of Subscriber

Mr Guy Brandon Abbiss
7 Christchurch Crescent
RADLETT
WD7 8AG

Dated 31/03/2008