



FILE COPY

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

Company No. 6856603

The Registrar of Companies for England and Wales hereby certifies that

AGNELLUS 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 **24th March 2009**



N06856603L



Companies House
— for the record —



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

100052/20

THE COMPANIES ACTS 1985 TO 2006

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

AGNELLUS LIMITED

1. The Company's name is AGNELLUS LIMITED.
2. The Company's registered office is to be situated in England and Wales.
3. The objects for which this Company is established are:-
 - a) to carry on any trade or business whatsoever which can in the opinion of the members or directors of the Company be conveniently or advantageously or profitably carried on in connection with or ancillary to any of the businesses of the Company or calculated directly or indirectly to enhance the value or render more profitable any of the Company's assets
 - b) to assume the obligations or any of them arising from the formation of the Company and in particular but without limit to pay all costs, charges and expenses incurred or sustained in or about the promotion or establishment of the Company or which the directors may consider to be in the nature of preliminary expenses;
 - c) to undertake or acquire all or any part of the business, assets and liabilities of or any share in any company, partnership or person carrying on or proposing to carry on all or any of the objects for the time being of the Company, or to amalgamate, enter into partnership, share profits, co-operate, or engage in mutual assistance with any such company, partnership or person or for subsidising or otherwise assisting any such company, partnership or person, 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, charge and deal with any shares, debentures, debenture stock or securities however received, and to conduct and carry on, liquidate or wind up any such business;
 - d) to apply for, subscribe, take, purchase or otherwise acquire, hold and deal with shares, debentures, options or other interests in or securities of any other company so as to benefit directly or indirectly the Company or enhance the value of its property, and to co-ordinate, finance, manage, supervise or control the business and operations of any company in which the Company may hold such interest;
 - e) to acquire and take options over and deal with any property whatsoever, including but without limit any shares in the capital of the Company, and any rights or privileges of any kind over or in respect of any property, and without limit to purchase, take on lease, exchange, hire or otherwise acquire any estate or interest in any real or personal property, and to deal with the same or any part thereof;
 - f) to promote any other business for the purpose of acquiring the whole or any part of the business, property, undertaking or liabilities of the Company or of any business, property, undertaking or liabilities 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 subscribe for, purchase or otherwise acquire or place or subscribe for, purchase or otherwise acquire or place or guarantee the placing of or underwrite all or any part of the shares, debentures or securities of any such company as aforesaid;
 - g) to sell, let (including, but without limitation, by way of assumed shorthold tenancy), exchange, dispose of, turn to account, grant licences, options, rights or privileges in respect of, mortgage, charge or otherwise deal with all or any part of the business or property of whatever nature of the Company, and to deal in any manner as aforesaid with the same or any part thereof either together or in portions for such consideration whether shares, debentures, options, cash or real or personal



property of any other nature without limit as the members or the directors of the Company may think fit;

- h) to erect, build, manufacture, improve, manage, construct, repair, maintain, alter or develop any real or personal property;
- i) to invest and deal with any moneys in any manner, and to hold, alter dispose of or otherwise without limit deal with any investments so made;
- j) to receive money on deposit or loan, and to borrow or raise money or credit as may seem expedient without limit and whether with or without any security or guarantee therefore, and to issue any debentures or debenture stock whether perpetual, irredeemable or otherwise;
- k) to issue or grant any mortgage, charge, standard security, lien or other security upon all or any part of the property or assets whether present or future and including but without limit the uncalled capital of the Company, and also by any such means to secure and guarantee the performance by the Company, any holding, subsidiary or associated company of the Company, or any other person, firm or company of any obligation undertaken by the Company or any of them as the case may be, and to stand security or guarantor for or otherwise support any obligation of any other person, firm or company whether by personal covenant, mortgage, charge, standard security or lien upon the whole or any part of the undertaking, property and assets of the Company whether present or future including but without limit its uncalled capital;
- l) to advance or lend money or give any credit to any person, firm or company as the directors or members may think fit, and to give financial assistance as statutorily permitted or the acquisition or redemption of any shares, debentures, option rights or other security of the Company;
- m) to draw, issue, accept, endorse, discount, negotiate, make or deal with as may seem expedient cheques, bills of exchange or lading, promissory notes, warrants, coupons, debentures, and other negotiable or transferable notes or instruments;
- n) to seek any permission, order, privilege, charter, concession, decree, right, or licence from any government department, national, local or other statutory authority or official body in any part of the world where the Company does or may do business or other official sanctions for enabling the Company to pursue any of its objects for the time being or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and comply with the same, and to oppose or defend any proceedings or application which may seem directly or indirectly to advance or prejudice the Company's interests as the case may be;
- o) to seek in any part of the world and deal with, grant or obtain licenses in respect of, manufacture under, operate, test, improve, or experiment on any invention, discovery, copyright, patent, brevet d'invention, licence, secret process, trade mark, service mark, design, registration, protection and concession as may seem expedient or beneficial, and to register, re-register, disclaim, alter, modify, use, and turn to account the same or any of them;
- p) to act as principal, nominee, agent (whether disclosed or undisclosed), broker, trustee, factor, contractor or sub-contractor in any part of the world);
- q) to pay, reward or remunerate anyone supplying goods or services to the Company by cash, goods, services or any securities of the Company;
- r) to give to any charitable, benevolent or public cause or object which may be for the benefit of the Company or any holding, subsidiary or associated company of the Company or any directors or employees thereof, and to provide or pay towards any pension, annuity, gratuity, insurance, superannuation or other allowance or benefit, and generally to provide advantages, facilities and services for any persons who are or have been directors of, employed by, or serving the Company or any holding, subsidiary or associated company of the Company or any predecessor thereof and to the members of the family, dependents, personal representatives or nominated beneficiaries of any such persons, and to set up, establish, maintain, provide, contribute towards and lend in favour of any incentive, profit-sharing, option, or savings related scheme for the benefit of the employees of the Company or any holding, subsidiary or associated company as aforesaid;

- s) to distribute among the members of the Company in specie or otherwise any property of the Company of whatever nature, including but without limit the shares, debentures or other securities of any other company taking over the whole or any part of the undertaking, assets or liabilities of the Company, and to purchase or assist the purchase of or redeem the shares for the time being (including any redeemable shares) or reduce the capital of the Company in any manner permitted under Part V of the Act;
- t) to carry on any of the objects for the time being of the Company in any part of the world as principal or by or through agents, trustees, brokers, sub-contractors or otherwise and either alone or with any other person, firm or company;
- u) to do all things specified for the time being in the articles of association of the Company.

The objects in each preceding sub-clause shall not be in any way limited or restricted by reference to or inference from the terms of any other sub-clause herein except as may be expressly stated, or by the name, place or date of incorporation of the Company. Each sub-clause, object and power herein shall be a main object of the Company and not ancillary or subsidiary to any other sub-clause, object or power herein. The Company shall have as full a power to exercise all or any of the objects and powers in each sub-clause, object or power herein. The Company shall have as full a power to exercise all or any of the objects and powers in each sub-clause herein as if each sub-clause contained the objects of a separate company. Reference to any company herein shall be deemed to include any body whether incorporated or not and wherever in any part of the world set up, established or registered.

- 4. The liability of the members is limited.
- 5. The share capital is £100 divided into 100 Ordinary Shares of £1 each. The shares in the original or any increased capital may be divided into several classes, and there may be attached thereto respectively any preferential, deferred or other special rights, privileges, conditions or restrictions as to dividend, capital, voting or otherwise.

We, the subscribers 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 our name.

Name and Address of Subscriber	Number of shares taken by the Subscriber
TREVOR JUSTIN FARRINGTON KNIGHT 122 Albert Palace Mansions Lurline Gardens Battersea London SW11 4DJ	Fifty



Dated this 19th Day of March 2009

Witness to the above signature:

CHRISTOPHER JAMES ANDREW RAWLINSON
14 Robin Hill
Godalming
Surrey
GU7 2HL



THE COMPANIES ACTS 1985 TO 2006

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

AGNELLUS LIMITED

PRELIMINARY

1. a) In the Articles of Association here set forth (hereinafter called "the Articles") the expression "the Act" means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force and provisions of the Companies Act 2006 for the time being in force; and for the purpose of the Articles, Table A in The Companies (Tables A to F) Regulations 1985 as amended by S.I. 2007/2541 and S.I. 2007/2826 or any alteration or replacement thereof (hereinafter called "Table A"), as statutorily in force on the date when the Articles are adopted by the company named above (hereinafter called "the Company") is deemed to be included in and shall be construed as one with the Act).
- b) The regulations contained in Table A are adopted by the Company subject to and together with the articles (such regulations and the articles are together hereinafter called "the regulations" and deemed to be comprised within the expression "the regulations" as used in Table A).
- c) Words and expressions used in the regulations, unless the context otherwise requires, have the same meaning as in the Act.
- d) Statutory references in the articles shall include, subject as aforesaid, the statute as may be amended, extended or applied by or under any other statutory provision or as re-enacted.
- e) "Clear days" in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.
- f) "Communication" and "electronic communication" mean the same as in the Electronic Communications Act 2000.

PRIVATE COMPANY

2. The Company is to be a private company and shall not offer any of its shares or debentures, whether for cash or otherwise, to the public or allot or agree to allot any shares in or debentures of the Company with a view to all or any of those shares or debentures being offered for sale to the public.

SHARES

3. The shares and any right to subscribe for, or convert any security into, shares in the Company or any of them for the time being, (other than shares shown in the memorandum of association of the Company to have been taken by the subscribers thereto or shares allotted in pursuance of an employees' share scheme) may be allotted to such persons, at such times, but subject as hereinafter mentioned, in such proportions, upon such terms (except at discount) and with such rights or restrictions, including but without limit as to differentiation between members of calls, as the directors, subject to the articles, shall think fit. Any pre-emption rights on the allotment of shares conferred by statute from time to time are hereby excluded pursuant to the provisions in that behalf in section 91 (1) of the Act. The maximum amount of shares that may be allotted by the directors hereunder is the nominal amount of authorised but unissued share capital for the time being of the Company, so long as the Company is a private company. The directors are authorised to exercise the power of allotment of the Company subject as aforesaid generally and unconditionally, but so that such authority will expire, except as hereinafter mentioned on the date of the fifth anniversary of the adoption of the articles, except that:

- a) thereafter the directors may exercise the said power of allotment in pursuance of an offer or agreement made by the Company before such date or in pursuance of any authority given in accordance with the Act, and
 - b) the directors may exercise at any time whether before or after such anniversary as aforesaid, but only so long as the Company is a private company, the said power of allotment in accordance with any elective resolution of the members.
4. The Company may in accordance with and subject to Part V of the Act and all other provisions (if any) in force for the time being therefore;
- a) give financial assistance directly or indirectly for the purpose of acquiring any shares in the Company, or its holding company, or subsidiary company of its holding company, if any;
 - b) issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or the holder thereof, except that no redeemable shares may be issued at any time where there are no issued shares of the Company which are not redeemable;
 - c) purchase its own shares including its own redeemable shares;
 - d) make a payment in respect of the redemption or purchase of any of its own fully-paid shares out of the distributable profits of the Company or the proceeds of a fresh issue of shares or, so long as the Company is a private company, out of capital, or, so long as aforesaid, partly out of one and partly out of the other, and as to redemption on such date or dates (to be fixed prior to the issue of such shares) and terms and in such manner as may be determined at any time or times by the directors but so that the amount to be paid on redemption shall be the paid-up amount thereof plus the net amount of any arrears of dividends thereon

Provided always that any shares that be purchased or redeemed by the Company shall be treated as cancelled.

5. The certificate or warrant of any security issued or granted by the Company defaced, lost, worn-out or destroyed may be renewed on payment of a fee on such terms as to evidence and indemnity, and the payment of all expenses of the Company of investigating evidence, as the directors shall think fit, and on the return to the Company of any certificate or warrant which is defaced or worn-out as the case may be, to be renewed.
6. The directors may in their absolute discretion, and without assigning any reason therefore, decline to register any transfer or any renunciation of any share whether or not it is a fully-paid share subject as hereinafter mentioned Provided always that the transferee of any fully paid share need not execute whether under seal or under hand the instrument of transfer, and subject hereto Regulations 23 and 24 of Table A are adopted.
7. The Company, if the directors think fit and subject to such terms and conditions (if any) as to requisition of, or submitting any resolution to, or attending and voting at any meeting and as to any other matter as they may from time to time decide, may:
- a) issue under its common seal a warrant with respect to any fully paid shares stating that the bearer of the warrant is entitled to the shares therein specified, and
 - b) provide by coupons or otherwise for the payment of future dividends on the shares included in the warrant,

provided always that the shares specified as aforesaid may be transferred by delivery of the warrant, the holder of any such warrant may surrender the same at any time for cancellation and thereupon his name shall be entered in the register of members, and the bearer of any share warrant issued by the Company shall be deemed to be a member of the Company to the full extent. A new warrant shall not be issued to replace one that has been lost unless the directors are satisfied beyond reasonable doubt that the original has been destroyed.

8. The Company may accept from any member the whole or any part of the amount remaining unpaid on any shares held by that member, although no part of that amount has been called-up. The liability of any member in default in respect of a call shall be increased by interest payable at such rate without limit as the directors may determine on any amount called and by the addition of all costs, charges and expenses that

may have been incurred by the Company by reason of such non payment, and subject hereto Regulation 18 of Table A is adopted.

PRE-EMPTION

9 Any member ("the proposing transferor") desiring to sell, transfer or otherwise dispose of any shares which he holds shall give notice in writing ("the transfer notice") to the Company at its registered office specifying the shares held by him which he desires to dispose of ("the Shares"), the price ("the offer price") (if any) at which the Shares are offered by him and the third party (if any) to whom he proposes to transfer the Shares if they are not purchased by a member pursuant to the following provisions of this Article. A transfer notice shall only be revocable with the consent of all the members.

9.1. The transfer notice shall constitute the Directors the agents of the proposing transferor for the sale of Shares and the Directors shall, within seven days of the transfer notice being given to the Company, offer the Shares in writing pro rata (as nearly as may be) to the holders of Ordinary Shares. Such offer shall state:

- a) the number of Shares offered;
- b) the offer price, if any;
- c) the third party specified in the transfer notice (if any);
- d) that, if such offer is not accepted in writing within one calendar month, it will be deemed to be declined;
- e) that, if there be more than one member other than the proposing transferor and any such member to whom such notice is given desires an allotment of Shares in excess of his proportion, he should in his reply state how many excess Shares he desires to have; and
- f) that, if there be only one member other than the proposing transferor and the proposing transferor has specified in the transfer notice all the shares not owned by such other member and such other member claims all those shares, he should in his reply state the name of his nominee to hold one or more of the Shares.

9.2. If all such members do not claim their proportions, the unclaimed Shares shall be used in or towards satisfying the claims in excess in the proportions in which such claims are made. If any Shares shall not be capable, without fractions, of being offered to such members in proportion to their existing holdings, the same shall (to the extent that fractions would arise) be offered to such members in such proportions or in such manner as may be determined by lots to be drawn under the direction of the Directors.

9.3 Each member who accepts the offer made under paragraph 9.1 of this Article may state in his reply that he accepts the offer price, if any. If any member accepting the offer states in his reply that he does not accept the offer price or makes no reference to the offer price or if no offer price was stated by the proposing transferor, the Directors, forthwith upon all the members to whom the offer is made under such paragraph 9.1 above replying or upon the termination (if earlier) of the period of one calendar month referred to in such paragraph 9.1 above, shall instruct a firm of accountants agreed by the members (or in default of agreement appointed by the president for the time being of the Institute of Chartered Accountants of England and Wales) ("the Auditors") to certify the fair price of the Shares ("the Price"). The fees and expenses of the Auditors shall be paid by all the members in proportion to the numbers of the Shares which they hold.

9.4 The Price shall be determined by the Auditors, acting as experts and not as arbitrators without making any allowance or adjustment in respect of the percentage of the issued share capital of the Company represented by the Shares on the basis of the fair value of the business of the Company as a going concern at the date on which the Auditors are instructed to determine the Price

9.5 The proposing transferor shall be bound to transfer to each purchaser of the Shares the number of Shares being purchased by him upon payment by such purchaser to the proposing transferor of the offer price or the Price (as the case may be) which payment shall be made within thirty days of the acceptance of the offer price or determination of the Price (as the case may be). Interest shall accrue to the transferor on any undue part of the Price to be paid by any purchaser at a rate of four per cent over the base rate from time to time of Barclays Bank plc and at a rate of four per cent

over the base rate from time to time of Barclays Bank plc on any due and unpaid part of the Price due from any purchaser.

- 9.6 If in any case the proposing transferor, after having become bound as aforesaid makes default in transferring any Shares, the Directors may receive the purchase money which shall be paid into a separate bank account and the Directors shall within a reasonable period nominate some person to execute an instrument or instruments of transfer of the relevant Shares in the name and on behalf of the proposing transferor and thereafter, when such instrument or instruments have been duly stamped, the Directors shall cause the name of the relevant purchasing member or members to be entered in the Register as the holder or holders of the relevant shares and shall hold the purchase money in trust for the proposing transferor. The receipt of the Directors for the purchase money shall be a good discharge to the relevant purchasing member or members and after his or their names have been entered in the Register in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.
- 9.7 If the Directors shall not find a member or members willing to purchase all the Shares under the foregoing provisions the proposing transferor shall at any time within ninety days afterwards be at liberty to sell and transfer the Shares or so many of them as the Company shall not have found a purchaser or purchasers for as aforesaid, to the third party named in the transfer notice for a cash price payable prior to transfer and being not less than the offer price (if any) or the Price (if higher) determined in accordance with the foregoing provisions.
- 9.8 The holders of Ordinary Shares may, if they all think fit, agree in writing to waive the provisions of this Article in any particular case.
10. Article 9 does not apply to:
- 10.1 A transfer by a member or the personal representatives of a deceased member to a relative of the member or to the trustees of a settlement created by the member or a relative of the member for all or any of the member and his relatives. For this purpose, the relatives of a member are his children or remoter issue, spouse, brother, sister, parent or remoter forbear or their spouses;
- 10.2 A transfer by the personal representatives of a deceased member to a person to whom the shares in question have been specifically bequeathed;
- 10.3 A transfer for the purpose only of effecting the appointment of new trustees;
- 10.4 A transfer by an individual member to a company controlled by the member. For this purpose, a company is controlled by an individual if he, together with his relatives within the meaning of paragraph 10.1, owns shares conferring more than 50% of the voting rights conferred by all the issued shares of that company;
- 10.5 A transfer by a holding company to a subsidiary or by a subsidiary to its holding company or to another subsidiary of its holding company.
- 10.6 If, following a transfer made under paragraph 10.3 or 10.4 above, the relationship between the transferor and the transferee changes to one not within those paragraphs, the transferee shall as soon as possible transfer the shares either to the transferor or to a person to whom the transferor could have transferred the shares under those paragraphs. The directors may require such information as they from time to time reasonably require to satisfy themselves that the transferee continues to have the same relationship with the transferor.
11. The Directors shall refuse to register any proposed transfer of a share other than a transfer of a share other than a transfer made pursuant to or permitted by articles 9 to 13.
12. The Directors may decline to register the transfer of a share on which the Company has a lien.
13. Except as aforesaid, the instrument of transfer of a share shall be signed by or on behalf of the transferor (and in the case of a transfer of a partly paid share also by the transferee) and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof. All instruments of transfer when registered, shall be retained by the Company.

14. No interest in any share or shares shall be disposed of or created by any means without a transfer of an equivalent number of shares being presented for registration save in circumstances where a transfer of the share or shares concerned would be permitted under the provisions of Articles 9 or 10 without the member giving a transfer notice.
15. If at any time date the holders of two thirds of the issued share capital conferring the right to vote at a General Meeting of the Company have agreed to sell their shares to any other person or persons and who are independent purchasers in good faith ("the Buyer") the Buyer shall have the right at the Buyer's option to purchase the remaining voting shares in the Company on the same terms and conditions (mutatis mutandis) as those of the agreed sale and the members hereby waive all of their pre-emption rights whether in the Articles or otherwise in respect of the shares in the Company to be sold to the Buyer pursuant to this Article

MEMBERS

16. Regulation 41 of Table A is adopted with the addition at the end thereof of the words 'and if at the adjourned meeting a quorum is not present within fifteen minutes from the time appointed for the meeting or if during the meeting a quorum ceases to be present the member or members present entitled to be counted in a quorum shall be a quorum' subject as hereinafter may be mentioned, and Regulations 56 and 62(a) of Table A are adopted with '24' substituted for '48' respectively, and Regulation 37 of Table A is adopted with "28 days" substituted for "eight weeks", and the Company may dispense by elective resolution with the holding of annual general meetings.
17. Any resolution may be proposed and passed as special, extraordinary, ordinary or otherwise notwithstanding that the Company has given less than twenty-one or fourteen days' notice thereof, or of the meeting or adjourned meeting at which it is proposed to be passed, as the case may be, if it is so agreed by a majority in number of the members having a right to attend and vote on the resolution together holding not less than 95% (subject to any elective resolution reducing that amount to not less than 90%) in nominal value of the shares giving that right, and subject hereto Regulation 38 of Table A is adopted.

GENERAL MEETINGS

18. Every notice calling a General Meeting of the company shall include, with reasonable prominence, a statement that a member entitled to attend and vote is entitled to appoint a proxy to attend and vote instead of him and that a proxy need not also be a member.
19. The first sentence of regulation 38 is amended by deleting 'or a resolution appointing a person as a director'.
20. Notices of meetings need not be given to the directors as such and regulation 38 is modified accordingly.
21. Regulation 40 is amended by replacing 'unless a quorum is present' with 'unless a quorum is present when the meeting commences business'.
22. If, within 15 minutes (or such longer time not exceeding two hours as the chairman of the meeting decides) from the time appointed for the meeting, a quorum is not present, if convened on the requisition of the members, shall be dissolved. It shall otherwise be adjourned to the same day in the next week, at the same time and place, or to such other day and at such time and place as the chairman or, failing him, the directors determine. At the adjourned meeting, the quorum shall be a single member present in person or by proxy.

DIRECTORS

23. The number of the directors may be fixed by the Company, but unless and until so fixed there shall be no maximum number and the minimum number shall be one. The continuing directors or a sole continuing director may act notwithstanding any vacancies in their number, and in the event of there being only one director in accordance with the regulations he shall be deemed to constitute a quorum and have full authority to exercise all the powers and discretions by the articles expressed to be vested in the directors, and Regulations 64 and 90 of Table A are not adopted, and subject hereto and as hereinafter mentioned Regulation 89 of Table A is adopted.

24. The directors need not retire by rotation or at the first annual general meeting. Regulations 73 to 78 of Table A are not adopted, and, subject to the articles, Regulations 79 of Table A except the words 'shall not be taken into account in determining the directors who are to retire by rotation at the meeting' is adopted. The company may by ordinary resolution appoint a person who is willing to be a director either to fill a casual vacancy or as an additional director.
25. Each director shall have power from time to time to nominate another director, or any person not being a director approved by the other directors, to act as his alternate, and at his discretion to remove such alternate director, save that a person not being a director who is appointed as an alternate shall not appoint an alternate, and in relation thereto the following provisions shall apply:
- a) an alternate director shall be subject to all the terms and conditions existing with reference to the other directors except as to power to appoint an alternate director and remuneration, and, subject to his giving to the Company an address at which notices may be served on him, he shall be entitled to receive notice of all meetings of the directors and shareholders and to attend, speak and vote thereat when his appointer is entitled to be, but is not, present;
 - b) one person may act as alternate director to more than one director, and while he is so acting he shall be entitled to a separate vote for himself if he is already a director and for each director he is representing;
 - c) any appointment or removal of an alternate director may be made by letter, cable, telegram, facsimile transmission or telex or in any other manner approved by the directors;
 - d) when a director ceases to be a director any alternate appointed by him shall thereupon cease to be and have any power as a director. Provided always that any alternate director shall be deemed to be re-appointed at the meeting when his appointer is re-appointed unless the contrary intention is expressed in writing by his appointer;
 - e) a director shall not be liable for the acts and defaults of any alternate director appointed by him. An alternate director shall during his appointment be an officer of the Company and shall not be deemed to be an agent of his appointer;
 - f) an alternate director shall not be taken into account in reckoning the minimum or maximum number of directors for the time being, but he shall be counted for the purpose of reckoning whether a quorum is present at any meeting of the directors attended by him at which he is entitled to vote;
 - g) an alternate director shall not be entitled to receive any emoluments from the Company in respect of his position as an alternate director,

Provided always that the Company may pay all travelling, hotel and other expenses properly incurred by him in attending and returning from meetings of the directors or any committee thereof or general meetings of the Company or in connection with the business of the Company, and Regulations 65 to 69 of Table A are not adopted.

26. a) Subject to any written agreement between the members, the directors may receive such emoluments (whether by way of fees, salary, commission, participation in profits, or partly in one way and partly in another or otherwise) as shall from time to time be determined by the Company in general meeting, and any managing director may receive such emoluments determined as aforesaid, and Regulation 82 of Table A is adopted as if it applied to all such emoluments as aforesaid, and Regulation 84 of Table A is adopted except the last sentence.
- b) The directors may retain any benefits received by them or any of them by reason of the exercise of any powers in clause 3(s) of the memorandum of association, and subject hereto Regulation 87 of Table A is adopted.
27. In addition to the power of removal by ordinary resolution under section 303 of the Act of the Company may by extraordinary resolution remove any director before the expiration of his period of office notwithstanding anything in the regulations or in any agreement between the Company and such director, and may by ordinary resolution replace him.
28. The directors may exercise all the powers of the Company, and without prejudice to the generality thereof shall have power to

- a) borrow without limit and to issue any securities subject to section 80 of the Act and to the articles, and
 - b) execute under the signature of any two of them or any one of them and the company secretary and deliver any document so as to have the same effect as a deed as in any such case they may think fit, and the Company need not have a common seal.
29. The contemporaneous linking together by telephone or other form of electronic communication of a number of the directors not less than the quorum and the company secretary, wherever in the world they are, shall be deemed to constitute a meeting of the directors so long as the following conditions are met:
- a) all the directors for the time being entitled to receive notice of any meeting of the directors (including any alternate for any director) shall be entitled to notice of any meeting by telephone or other form of electronic communication and to be included in the link for the purpose of such meeting. Notice of any such meeting may be given by telephone or e-mail;
 - b) Each of the directors taking part and the company secretary must be able to hear or view the remarks of each of the other directors taking part subject as hereinafter mentioned throughout the meeting;
 - c) at the commencement of the meeting each director must acknowledge his presence to all the other directors taking part;
 - d) unless he has previously obtained the consent of the chairman of the meeting, a director may not leave the meeting by disconnecting his telephone or computer and shall be conclusively presumed to have been present and to have formed part of the quorum throughout the meeting. The meeting shall be deemed to have been validly conducted notwithstanding that a director's telephone or computer is accidentally disconnected during the meeting, and the proceedings thereof shall be deemed to be as valid as if the telephone or computer had not been disconnected;
 - e) a minute of the proceedings shall be sufficient evidence thereof and of the observance of all necessary formalities if certified by the chairman and the company secretary.
30. A director may vote as a director in regard to any contract or arrangement in which he is interested or upon any matter arising thereof, provided always that such interest is first disclosed to the directors, and such vote shall be counted and he shall be counted in the quorum present at the meeting when any such contract or arrangement is under consideration, and subject hereto Regulations 85 and 89 of Table A are adopted.
31. The directors shall cause minutes to be made for the purposes of section 382 of the Act, which, together with all registers, records or other information statutorily or otherwise required to be registered or recorded by the Company, may be recorded in bound books or some other means as the directors may determine so long as the recording is capable of being reproduced in legible form and adequate precautions are taken for guarding against falsification Provided always that the directors need not sign their names for the purpose of recording their attendance at any meeting.
32. Subject to section 310 of the Act and whether or not in connection with any application under sections 144 or 727 of the Act or otherwise, every director or other officer of the Company shall be indemnified out of the assets of the Company against all losses and liabilities, and the directors and other officers shall not be liable for any loss, damage or misfortune which may happen to or be incurred for the Company in the execution of their duties to the Company Provided always that the Company may purchase and maintain insurance against liability relating to the Company in respect of any negligence, default, breach of duty or breach of trust attaching to any officer or auditor of the Company for the time being Provided nevertheless that the directors shall state the existence of any such insurance in their report for each financial year, and subject hereto Regulation 118 of Table A is adopted.

DISTRIBUTIONS

33. Any dividends resolved to be recommended, declared or paid, any sum resolved to be capitalised and the assets of the Company to be divided on a winding up shall be paid or distributed, subject to the articles and the rights attaching to the shares, in proportion to the nominal amount of the shares (whether or not fully paid) held by the members entitled thereto Provided always that if any share is issued on terms that it shall rank for dividend as from a particular date, and that share shall rank for dividend accordingly, and Regulation 104 of Table A is not adopted.

Name and Address of the Subscriber

TREVOR JUSTIN FARRINGTON KNIGHT

122 Albert Palace Mansions
Lurline Gardens
Battersea
London
SW11 4DJ



Dated this 19th Day of March 2009 .

Witness to the above signature:

CHRISTOPHER JAMES ANDREW RAWLINSON

14 Robin Hill
Godalming
Surrey
GU7 2HL



Please complete in typescript, or in bold black capitals.

CHWP007

Declaration on application for registration

Company Name in full

Agnellus Limited

I, **Graham Virgo Rawlinson on behalf of TS Secretaries Limited**

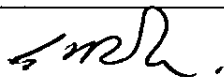
of **The Old Stables, Wiggins Yard, Bridge Street, Godalming, Surrey**

† 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 **Marshalls, 102 High Street, Godalming, Surrey, GU7 1DS**

On

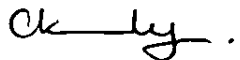
Day	Month	Year
1	9	0
0	3	2
2	0	0
9		

❶ Please print name.

before me ^❶

CAROLINE KEELEY

Signed



Date

19/03/2009

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

Please give the name, address, telephone number and, if available, a DX number and Exchange of the person Companies House should contact if there is any query.

Tel	
DX number	DX exchange

Companies House receipt date barcode

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

*Please complete in typescript,
or in bold black capitals.*

CHFP021

Notes on completion appear on final page

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

Company Name in full

Agnellus Limited

Proposed Registered Office

(PO Box numbers only, are not acceptable)

The Old Stables, Wiggins Yard, Bridge Street.

Post town

Godalming

County / Region

Surrey

Postcode

GU7 1HW

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

TS Secretaries Limited

Address

The Old Stables, Wiggins Yard, Bridge Street,

Post town

Godalming

County / Region

Surrey

Postcode

GU7 1HW

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.

TS Secretaries Limited

The Old Stables, Wiggins Yard, Bridge Street, Godalming,

Surrey GU7 1HW Tel 01483 239121

DX number

DX exchange

Companies House receipt date barcode

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)

Company name		Agnellus Limited	
NAME	*Style / Title	*Honours etc	
Forename(s)			
Surname		TS Secretaries Limited	
Previous forename(s)			
Previous surname(s)			
Address **		The Old Stables, Wiggins Yard, Bridge Street	
Post town		Godalming	
County / Region		Surrey	Postcode GU7 1HW
Country		England	
I consent to act as secretary of the company named on page 1			
Consent signature		<i>T. S. Knight</i> <small>(signed on behalf of TS Secretaries Ltd)</small>	Date 19/03/2009

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME	*Style / Title	*Honours etc	
Forename(s)		Trevor Justin Farrington	
Surname		Knight	
Previous forename(s)			
Previous surname(s)			
Address **		122 Albert Palace Mansions	
Post town		London	
County / Region			Postcode SW11 4DJ
Country		England	
Date of birth		Day 1 5 Month 1 2 Year 1 9 7 0	Nationality British
Business occupation		IT Contractor	
Other directorships		Shining Armour Limited	
I consent to act as director of the company named on page 1			
Consent signature		<i>T. J. Knight</i>	Date 19/03/2009

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

*Honours etc

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address: ^{††}

^{††} 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.

☐

Post town

County / Region

Postcode

Country

Day Month Year

Date of birth

Nationality

Business occupation

Other directorships

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

Consent signature

Date

This section must be signed by

Either

an agent on behalf of all subscribers

Signed

Date

Or the subscribers

(i.e. those who signed as members on the memorandum of association).

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

X T.S. Kojic

19/03/2009