File Copy

CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY

Company Number **9052560**

The Registrar of Companies for England and Wales, hereby certifies that

A WORD IN YOUR SHELL-LIKE LTD

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by shares, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on **22nd May 2014**

N09052560E

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

Companies House

IN01(ef)

Application to register a company

Received for filing in Electronic Format on the: **21/05/2014**

X38CXD43

Company Name in full:	A WORD IN YOUR SHELL-LIKE LTD
Company Type:	**Private limited by shares**
Situation of Registered Office:	**England and Wales**
Proposed Register Office Address:	**UNIT 18 SANDERSON ARCADE** **MORPETH** **NORTHUMBERLAND** **UNITED KINGDOM** **NE61 1NS**

I wish to adopt entirely bespoke articles

Company Director 1

Type: **Person**

Full forename(s): **MR GARETH**

Surname: **MELLOR**

Former names:

Service Address: **UNIT 18 SANDERSON ARCADE**
MORPETH
NORTHUMBERLAND
UNITED KINGDOM
NE61 1NS

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **09/06/1990** *Nationality:* **BRITISH**

Occupation: **DIRECTOR**

Consented to Act: **Y** *Date authorised:* **22/05/2014** *Authenticated:* **YES**

Statement of Capital (Share Capital)

Class of shares	**ORDINARY SHARES**	*Number allotted*	**100**
		Aggregate nominal value	**100**
Currency	**GBP**	*Amount paid per share*	**1**
		Amount unpaid per share	**0**

Prescribed particulars

VOTING RIGHTS - SHARES RANK EQUALLY FOR VOTING PURPOSES. ON A SHOW OF HANDS EACH MEMBER SHALL HAVE ONE VOTE AND ON A POLL EACH MEMBER SHALL HAVE ONE VOTE PER SHARE HELD. DIVIDEND RIGHTS - EACH SHARE RANKS EQUALLY FOR ANY DIVIDEND DECLARED DISTRIBUTION RIGHTS ON A WINDING UP - EACH SHARE RANKS EQUALLY FOR ANY DISTRIBUTION MADE ON A WINDING UP. REDEEMABLE SHARES - THE SHARES ARE NOT REDEEMABLE

Statement of Capital (Totals)

Currency	**GBP**	*Total number of shares*	**100**
		Total aggregate nominal value	**100**

Name: **GARETH MELLOR**

Address: **UNIT 18 SANDERSON ARCADE**
MORPETH
NORTHUMBERLAND
UNITED KINGDOM
NE61 1NS

Class of share:	**ORDINARY SHARES**
Number of shares:	**100**
Currency:	**GBP**
Nominal value of each share:	**1**
Amount unpaid:	**0**
Amount paid:	**1**

Statement of Compliance

I confirm the requirements of the Companies Act 2006 as to registration have been complied with.

Name: **GARETH MELLOR**

Authenticated: **YES**

Authorisation

Authoriser Designation: **subscriber**

COMPANY HAVING A SHARE CAPITAL

Memorandum of Association of

A WORD IN YOUR SHELL-LIKE LTD

Each subscriber to this Memorandum of Association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company and to take at least one share.

Name of each subscriber	Authentication by each subscriber
Mr Gareth Mellor	Mr Gareth Mellor

Dated: 21/5/2014

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

A WORD IN YOUR SHELL-LIKE LTD

INTERPRETATION

1. In these Articles:

1.1. words and expressions shall have the same meaning as in the Model Articles

1.2. "Model Articles" means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended bythe Mental Health (Discrimination) Act 2013.

MODEL ARTICLES

2. The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles

NUMBER OF DIRECTORS

3. The maximum number and the minimum number of directors may be determined from time to time by an ordinary resolution of the members. Subject to and in default of any such determination, there shall be no maximum number of directors and the minimum number shall be one. Whenever the minimum number of directors is one, a sole director shall have authority to exercise all the powers and discretions vested in the directors generally, and the provisions of these Articles which relate to the quorum at

board meetings are modified accordingly.

QUORUM FOR DIRECTORS' MEETINGS

4.1. Subject to article 4.2, and except at any time when the Company has just one director, the quorum for the transaction of business at a meeting of directors is any two eligible directors.

4.2. For the purposes of any meeting (or part of a meeting) held to authorise a director's conflict, if there is only one eligible director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director.

4.3. If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision to appoint further directors or to call a general meeting so as to enable the shareholders to appoint further directors.

4.4. Articles 11(2) and 11(3) of the Model Articles shall not apply to the Company.

TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY

5. 1. Subject to sections 177(5),177(6), 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the company:

5.1.1. may be a party to, or otherwise interested in, any transaction or arrangement with the company or in which the company is otherwise (directly or indirectly) interested;

5.1.2. shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of any such transaction or arrangement in which he is interested;

5.1.3. shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such transaction or arrangement in which he is interested;

5.1.4. may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the company is otherwise (directly or indirectly) interested; and

5.1.5. shall not be accountable to the Company for any benefit which he (or a person connected with him) derives from any such transaction or arrangement or from any such office or employment or from any

interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

5.2. Articles 14(1) to 14(5) inclusive of the Model Articles shall not apply to the Company.

DIRECTORS' CONFLICTS OF INTEREST

6.1. For the purposes of section 175 of the Act, the directors may authorise any matter or situation proposed to them which would, if not so authorised, involve a director breaching his duty under that section.

6.2. Any authorisation under this article will be effective only if:

6.2.1. any requirement as to the quorum at the meeting of the directors at which the matter is considered is met without counting the director in question or any other interested director; and

6.2.2. the matter was agreed to without the director in question or any other interested director voting or would have been agreed to if their vote(s) had not been counted.

6.3. Any authorisation under this article may (whether at the time of giving the authorisation or subsequently):

6.3.1. extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;

6.3.2. be subject to such terms and for such duration, or impose such limits or conditions as the directors may decide; and

6.3.3. be terminated or varied by the directors at any time but this will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation.

6.4. In granting such authorisation the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in that matter otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person, the director is under no obligation to:

6.4.1. disclose such information to the directors or to any director or other officer or employee of the company; or

6.4.2. use or apply any such information in performing his duties as a director, where to do so would amount to a breach of that confidence.

6.5. Where the directors grant an authorisation under this article they may (whether at the time of giving the authorisation or subsequently) decide that the director:

6.5.1. is excluded from discussions (whether at meetings of directors or otherwise) relating to that matter;

6.5.2. is not to be given any documents or other information relating to that matter; and

6.5.3. may or may not vote and/or may or may not be counted in the quorum at any future meeting of directors in relation to any resolution relating to the Conflict.

6.6 Where the directors grant an authorisation under this article the director concerned will be obliged to act in accordance with any terms imposed by the directors in relation to the Conflict.

TERMINATION OF DIRECTOR'S APPOINTMENT

7. The following words shall be added to Article 18 of the Model Articles:

"(g) the director has for more than six consecutive months been absent without permission of the directors from their meetings held during that period and the directors resolve that his appointment as a director shall be terminated."

SHARE ALLOTMENTS

8.1. Subject to the rights of pre-emption conferred by section 561 of the Act, at any time when the company has just one class of shares, the directors may exercise the power to allot shares conferred by section 550 of the Act.

8.2. Subject to the rights of pre-emption conferred by section 561 of the Act, and in accordance section 551 of the Act, at any time when the company has more than one class of shares the directors may allot any shares in the company, or grant rights to subscribe for or to convert any security into shares in the company, provided that:

8.2.1. the maximum nominal amount of such shares shall not exceed £1,000,000; and

8.2.2. this authority to allot may be exercised only within the period of five years after the date of incorporation of the company or the date of

adoption of these articles (whichever shall be the later), save that the directors may make an offer or agreement which would, or might, require shares to be allotted after the expiry of such period (and, if so, the directors may allot shares within the terms of such an offer or agreement as if the authority had not expired).

PAYMENT FOR SHARES

9. For the avoidance of doubt, any share in the Company may be issued as fully paid, partly paid or completely unpaid.

CALLS ON SHARES

10.1. Subject to the terms of allotment, the directors may make one or more calls on any member or members in respect of any moneys unpaid on their shares (whether in respect of nominal value or premium) and each member shall (subject to receiving at least fourteen clear days' notice specifying when and where payment is to be made) pay to the company as required by the notice the amount called on his shares.

10.2. A call may, before receipt by the company of any sum due thereon, be revoked by the directors in whole or in part and payment of a call may be postponed by the directors in whole or part.

10.3. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect whereof the call was made.

10.4. A call shall be deemed to have been made at the time when the resolution of the directors authorising the call was made.

10.5. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

10.6. If a call remains unpaid after it becomes due and payable the person from whom it is due and payable shall pay interest on the amount unpaid from the day it became due and payable until it is paid at the rate (if any) fixed by the terms of allotment of the share or in the notice of the call, but the directors may waive payment of the interest wholly or in part.

10.7. An amount payable in respect of a share on allotment or at any fixed date, whether in respect of nominal value or premium or as an instalment or call, shall be deemed to be a call and if it is not paid the provisions of these articles shall apply as if that amount had become due and payable by virtue of a call.

10.8. Subject to the terms of allotment, the directors may make arrangement on the issue of shares for a difference between the holders in the amounts and times of payment of calls on their shares.

LIEN ON SHARES

11.1. The company shall have a first and paramount lien on every share for all moneys (whether presently payable or not) payable at a fixed time or called in respect of that share and the company shall also have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the company (whether that person is the full registered holder of those shares or one of two or more joint holders) for all sums presently payable by him or his estate to the company.

11.2. The company may sell in such manner as the directors determine any shares on which the company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within fourteen clear days after notice has been given to the holder of the share or to the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the shares may be sold.

11.3. To give effect to a sale the directors may authorise some person to execute an instrument of transfer of the shares sold to, or in accordance with the directions of, the purchaser. The title of the transferee of the shares shall not be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

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

FORFEITURE OF SHARES FOR NON-PAYMENT

12.1. If a call remains unpaid after it has become due and payable the directors may give to the person from whom it is due not less than fourteen clear days' notice requiring payment of the amount unpaid together with any interest which may have accrued. The notice shall name the place where payment is to be made and shall state that if the notice is not complied with the shares in respect of which the call was made will be liable to be forfeited.

12.2. If the notice is not complied with any share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the directors and the forfeiture shall include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.

12.3. Subject to the provisions of the Act, a forfeited share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the

directors determine either to the person who was before the forfeiture the holder or to any other person. At any time before sale, re-allotment or other disposition, the forfeiture may be cancelled on such terms as the directors think fit. Where for the purposes of its disposal a forfeited share is to be transferred to any person the directors may authorise some person to execute an instrument of transfer of the share to that person.

12.4. A person any of whose shares have been forfeited shall cease to be a member in respect of them and shall surrender to the company for cancellation the certificate for the shares forfeited but shall remain liable to the company for all moneys which at the date of forfeiture were presently payable by him to the company in respect of those shares. The directors may enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.

12.5. A statutory declaration by a director or the secretary that a share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share and the declaration shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the share and the person to whom the share is disposed of shall not be bound to see to the application of the consideration, if any, nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings in reference to the forfeiture or disposal of the share.

CHANGING THE COMPANY'S NAME

13. In accordance with section 79 of the Act, the company's name may be changed by a unanimous decision of the directors.

WRITTEN RESOLUTIONS

14. A written resolution of the members shall lapse for the purposes of section 297 of the Act at the end of the period specified by the directors in the notice circulating the resolution. If no such period is specified the resolution shall lapse unless passed within 28 days of the circulation date.

DOCUMENTS ISSUED UNDER SEAL

15. A document issued under seal by the company may be signed by two directors or by a director and secretary as well as in the manner specified in Article 49 of the Model Articles, and the said Article 49 shall be modified accordingly.