



FILE COPY

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

Company No. 11472695

The Registrar of Companies for England and Wales hereby certifies that

FANTOM FINANCE 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 **2nd September 2009**



N07007438G



Companies House
— the UK company registrar —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Please complete in typescript,
or in bold black capitals.

CHFP041

First directors and secretary and intended situation of registered office

Notes on completion appear on final page

Company Name in full

FIVE FINGERS (HOLDINGS) LIMITED

Proposed Registered Office

(PO Box numbers only, are not acceptable)

3RD FLOOR ACCURIST HOUSE

44 BAKER STREET

Post town

LONDON

County / Region

Postcode

W1U 7AL

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.

X

Agent's Name

ROCHMAN LANDAU SOLICITORS

Address

3RD FLOOR ACCURIST HOUSE

44 BAKER STREET

Post town

LONDON

County / Region

Postcode

W1U 7AL

Number of continuation sheets attached

0

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.

Rochman Landau

Accurist House, 44 Baker Street, London

W1U 7AL

Tel 020-7544 2424

DX number DX 42700 DX exchange Oxford Circus Nth

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
for companies registered in England and Wales

DX 33050 Cardiff

or

Companies House, 139 Fountainbridge, Edinburgh, EH3 9FF
for companies registered in Scotland

DX 235 Edinburgh
or LP - 4 Edinburgh 2

Form revised 05/09

Company Secretary (see notes 1-5)

Company name			
NAME	*Style / Title	*Honours etc.	
Forename(s)			
Surname			
Previous forename(s)			
Previous surname(s)			
Address ††			
Post town			
County / Region		Postcode	
Country			

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

☐

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

Consent signature

Date

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME	*Style / Title	MR	*Honours etc.	
Forename(s)		RICHARD ALAN		
Surname		BAXTER		
Previous forename(s)				
Previous surname(s)				
Address ††		7 Rainville Road		
Post town		London		
County / Region		Postcode	W6 9AJ	
Country		ENGLAND		

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

☐

Day Month Year

Date of birth

0 2

1 0

1 9

6 7

Nationality

BRITISH

Business occupation

SOLICITOR

Other directorships

None

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

Consent signature

Date

Directors

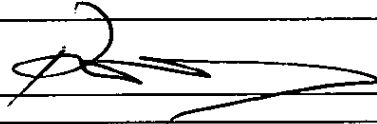
(see notes 1-5)

Please list directors in alphabetical order

NAME	*Style / Title		*Honours etc.	
*Voluntary details		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 or the subscribers (i.e those who signed as members on the memorandum of association).

Signed



Date

2nd OCT 2009

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Notes

1. Show for an individual the full forename(s) NOT INITIALS and surname together with any previous forename(s) or surname(s).

If the director or secretary is a corporation or Scottish firm - show the corporate or firm name on the surname line.

Give previous forename(s) or surname(s) except that:

- for a married woman, the name by which she was known before marriage need not be given,
- names not used since the age of 18 or for at least 20 years need not be given.

A peer, or an individual known by a title, may state the title instead of or in addition to the forename(s) and surname and need not give the name by which that person was known before he or she adopted the title or succeeded to it.

Address:

Give the usual residential address.

In the case of a corporation or Scottish firm give the registered or principal office.

Subscribers:

The form must be signed personally either by the subscriber(s) or by a person or persons authorised to sign on behalf of the subscriber(s).

2. Directors known by another description:

- A director includes any person who occupies that position even if called by a different name, for example, governor, member of council.

3. Directors details:

- Show for each individual director the director's date of birth, business occupation and nationality. **The date of birth must be given for every individual director.**

4. Other directorships:

- Give the name of every company of which the person concerned is a director or has been a director at any time in the past 5 years. You may exclude a company which either **is or at all times during the past 5 years, when the person was a director, was:**
- dormant,
- a parent company which wholly owned the company making the return,
- a wholly owned subsidiary of the company making the return, or
- another wholly owned subsidiary of the same parent company.

If there is insufficient space on the form for other directorships you may use a separate sheet of paper, which should include the company's number and the full name of the director.

5. Use Form 10 continuation sheets or photocopies of page 2 to provide details of joint secretaries or additional directors.

Declaration on application for registration

Company Name in full

FIVE FINGERS (HOLDINGS) LIMITED

I, REENA GOKANI

of ROCHMAN LANDAU SOLICITORS

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 12 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

Reena Gokani

Declared at

Penn Legal Solicitors, Baker St, London

Day Month Year

on

02 09 2009

⓪ Please print name.

before me^⓪

Shake Inayat

Signed

Shake Inayat

Date

02 / 09 / 09

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

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

Rochman Landau

Accurist House, 44 Baker Street, London

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Tel 020-7544 2424

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Companies House, 139 Fountainbridge, Edinburgh, EH3 9FF

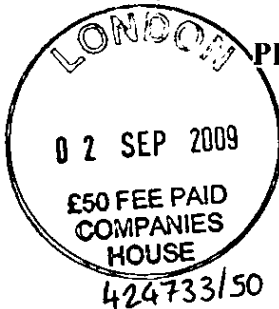
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DX 235 Edinburgh

or LP - 4 Edinburgh 2

05/09

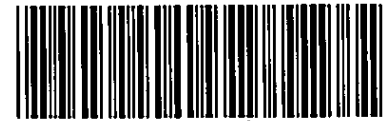
7007438



PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION OF
FIVE FINGERS (HOLDINGS) LIMITED

WEDNESDAY



LD1

02/09/2009

COMPANIES HOUSE

59

1. The Company's name is **FIVE FINGERS (HOLDINGS) LIMITED**.
2. The Company's Registered Office is to be situated in England and Wales.
- 3.1 The objects of the Company are: -
 - 3.1.1 To carry on business as a General Commercial Company pursuant to section 3A of the Companies Act 1985 (as inserted in that Act by section 110 of the Companies Act 1979)
 - 3.1.2 To carry out any other business which may in the opinion of the Directors be advantageously carried on by the Company.
- 3.2 Without prejudice to the generality of the objects and power of the Company derived from Section 3A of the Companies Act 1985, the Company has power to do all or any of the following things:-
 - 3.2.1 To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock in trade and any real or personal property of any kind for such consideration and on such terms as may be considered expedient.
 - 3.2.2 To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's business and to contribute to or subsidise the erection, construction and maintenance of any of the above.
 - 3.2.3 To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society.
 - 3.2.4 To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable and collaterally or further to secure any securities of the Company by a trust deed or other assurance.
 - 3.2.5 To issue and deposit any securities, which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or any obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly.

- 3.2.6 To receive money on deposit or loan upon such terms as the Company may approve, and to guarantee the obligations and contracts of any person or corporation.
- 3.2.7 To lend and advance money or give credit on any terms and 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).
- 3.2.8 To grant pensions, allowances, gratuities and bonuses to officers, ex-officers, employees or ex-employees of the Company or its predecessors in business or the dependants or connections of such persons, to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory) with a view to providing pensions or other benefits for any such persons aforesaid, their dependants or connections, and to support or subscribe to any charitable funds or institutions, the support of which may, in the opinion of the Directors, be calculated directly or indirectly to benefit the Company or its employees, and to institute or maintain any club or other establishment or profit sharing scheme calculated to advance the interests of the Company or its officers or employees.
- 3.2.9 To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.
- 3.2.10 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.
- 3.2.11 To pay for any property or rights acquired by the Company, either in cash or fully or partly paid-up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.
- 3.2.12 To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any Company or corporation, with or without deferred or preferred or special rights or restrictions in respect of dividend, repayment in capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any Company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stocks, or securities so acquired.
- 3.2.13 To enter into any partnership or joint-purpose arrangement or arrangement for sharing profits, union of interests or co-operation with any Company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stocks or securities of any such Company, and to guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such Company.

- 3.2.14 To establish or promote or concur in establishing or promoting any other Company whose objects shall include the acquisitions and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interest of this Company and to acquire and hold or dispose of shares, stock or securities of and guarantee the payment of the dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such Company.
- 3.2.15 To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or Company carrying on any business which this Company is authorised to carry on.
- 3.2.16 To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.
- 3.2.17 To amalgamate with any other Company whose objects are to include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other Company as aforesaid with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the share or stocks of this or any such Company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or any other manner.
- 3.2.18 To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- 3.2.19 To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise.
- 3.2.20 To do all such things as are incidental or conducive to the above objects or any of them.

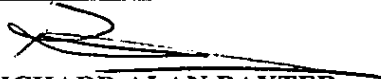
And it is hereby declared that in the construction of this clause the word "Company" except where used in the reference to the Company shall be deemed to include any person or partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in Great Britain or elsewhere, and that the objects specified in the different paragraphs of this clause shall, except where otherwise expressed therein, be in no way limited by reference to any other paragraph or the name of the Company, but may be carried out in as full and ample a manner and shall be construed in as wide a sense as if each of the said paragraphs defined the object of a separate, distinct and independent Company.

4. The liability of the members is limited.
5. The Company's share capital is £100,000 divided into 100,000 Ordinary shares of £1.00 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.

I, the person whose name and address is subscribed, wish to be formed into a company pursuant to this memorandum of association and agree to take the number of shares shown opposite my name.

Name and address of subscriber

Number of shares taken


RICHARD ALAN BAXTER

One Ordinary

7 Rainville Road
London W6 9AJ

Total shares taken:

One Ordinary

Dated 2nd September 2009

Witness to the above signatures:



REENA GOKANI
Solicitor
44 Baker Street
London W1U 7AL

PRIVATE COMPANY LIMITED BY SHARES

**ARTICLES OF ASSOCIATION OF
FIVE FINGERS (HOLDINGS) LIMITED**

1. PRELIMINARY.

- 1.1 The Regulations contained in Table A in The Companies (Tables A to F) (Amendment) Regulations 2007 (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the Articles of Association of the Company.

In these 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 any provisions of the Companies Act 2006 for the time being in force.

- 1.2 Regulations 24, 35, 40 and 76, 77, 78, 79 and 81 and 82 inclusive of Table A shall not apply to the Company.
- 1.3 The expressions "relevant securities" and "equity securities", whosoever appearing herein, shall bear the meanings ascribed to them by the Act.

2. SHARES.

- 2.1 Subject to the provisions of Table A and to the following provisions these articles, the Directors shall have authority to exercise any power of the Company to offer, allot or otherwise dispose of any shares in the Company, or any relevant securities, to such persons, at such times and generally on such terms and conditions as they think proper provided that insofar as the Company in general meeting shall not have varied, renewed or revoked the said authority.
- 2.2 The Company Directors shall not be authorised to make any offer or allotment of shares in the Company, or grant any right to subscribe for, or to convert any securities into, shares in the Company if such allotment, or allotment in pursuance of such offer or right, would or might result in the aggregate of the shares or stock in issue exceeding, in nominal value, the amount of the Authorised Share capital of the Company for the time being, and such limitation shall determine the maximum amount of the relevant securities which at any time remain to be allotted by the Directors hereunder.
- 2.3 The period within which the said authority to allot relevant securities may be exercised shall be limited to five years, commencing upon the date of incorporation of the Company.
- 2.4 In accordance with section 91(1) of the Act sections 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to the Company.
- 2.5 The shares comprised in the initial allotment by the Company shall be at the disposal of the Directors as they think proper but thereafter, unless otherwise determined by special Resolution of the Company in General Meeting, any relevant securities shall, before they are allotted on any terms to any person, be first offered on the same or more favourable terms to each person

who holds shares in the Company in the proportion which is, as nearly as practicable, equal to the proportion in nominal value held by him of the aggregate of such shares in issue.

2.6 Such offer shall be made by notice in writing specifying the number of shares offered and the period, being not less than fourteen days, within which the offer, if not accepted, will be deemed to have been declined. After the expiration of such period, or on receipt of notice of the acceptance or refusal of every offer so made, the Directors may, subject to these Articles, dispose of such securities as have not been taken up in such manner as they think proper. The Directors may, in like manner, dispose of any such securities as aforesaid, which by reason of the proportion borne by them to the number of persons entitled to such offer as aforesaid or by reason of any other difficulty in apportioning the same, cannot in the opinion of the Directors be conveniently offered in the manner hereinbefore provided.

2.7 No share shall be issued at a discount.

2.8 The Company shall not have power to issue share warrants to bearer.

2.9 Any invitation to the public to subscribe for any shares or debentures of the Company is prohibited.

2.10 Subject to the provisions of the Act:

2.10.1 The Company may purchase any of its own shares, provided that the terms of any contract under which the Company will or may become entitled or obliged to purchase its own shares shall be authorised by Special Resolution of the Company in General Meeting before the Company enters into the contract.

2.10.2 The Company shall be authorised, in respect of the redemption or purchase of any of its own shares, to give such financial assistance, or to make such payments out of capital as may be permissible in accordance with the Act, provided that any such assistance or payment shall first be approved by Special Resolution of the Company in General Meeting.

2.10.3 The Company may by Special Resolution reduce its share capital and any capital redemption reserve or share premium account in any manner authorised by law.

3. LIEN.

In regulation 8 of Table A, the words "(not being a fully paid share)" shall be omitted. The Company shall have a first and paramount lien on all shares standing registered in the name of any person (whether he be the sole registered holder thereof or one of two or more joint holders) for all moneys presently payable by him or his estate to the Company.

4. TRANSFER OF SHARES.

4.1 The directors may, in their absolute discretion and without assigning any reason there for, decline to register the transfer of a share, whether or not it is a fully paid share.

4.2 The right to transfer shares in the Company shall be subject to the following restrictions:

4.2.1 Before requiring the Company to register a transfer of any shares the person, whether a member of the Company or not, desiring to transfer them ('the Proposing Transferor') shall give notice in writing ('the Transfer Notice') to the Company that he desires to sell such shares and shall specify in the Transfer Notice the price at which he is prepared to sell such shares. The Transfer Notice shall constitute the Company as the agent of the Proposing

Transferor for the sale of all (but not a part only) of the shares specified in the Transfer Notice to the other members at such price.

- 4.2.2 All shares comprised in any Transfer Notice shall be offered by the Company in the first instance for sale, to all members holding shares of the same class as those so comprised (other than the Proposing Transferor) on the terms that if more than one such member desires to purchase such shares then the shares so offered shall be sold to members accepting the offer in proportion (as nearly as may be) to their existing holdings of such shares. All offers of shares under this paragraph shall be made in writing and sent by pre-paid post to the members at their respective registered addresses, and shall limit a time (not being less than 21 days) within which the offer must be accepted or in default be treated as declined. If the Proposing Transferor does not in the Transfer Notice specify the price at which he is prepared to sell such shares then such shares shall be offered for sale at the prescribed price (as determined in paragraph 4.2.7). A Transfer Notice once received by the Company shall not be revocable without the prior consent of the directors.
- 4.2.3 If the Proposing Transferor has specified a price at which he is prepared to sell such shares, and within the period of 2 months of receiving a Transfer Notice the Company finds members ('the Purchasers') willing to purchase all the shares specified in the Transfer Notice at the specified price and gives notice of the fact to the Proposing Transferor, he shall be bound upon payment of the specified price to transfer those shares to such members.
- 4.2.4 If no price is specified and within a period of 2 months after receiving a Transfer Notice the Company finds members ('the Prospective Purchasers') who are willing to purchase all of the shares specified in the Transfer Notice subject to agreement upon the price for such shares and gives written notice of the fact to the Proposing Transferor then the provisions of paragraph 4.2.7 as regards the determination of the prescribed price shall take effect, and if the price for such shares as so determined under paragraph 4.2.7 is acceptable to the proposing Purchasers, who give notice in writing of that fact to the Company, then the Company shall give written notice of that fact to the Proposing Transferor who shall be bound upon payment of the prescribed price to transfer those shares to such members.
- 4.2.5 Every notice given by the Company under either of the preceding paragraphs stating that it has found a Purchaser or Prospective Purchaser (whichever is applicable) for such shares shall state the name and address of such Purchaser or Prospective Purchaser, or, if more than one, their names and addresses, and the number of shares which each such Purchaser or Prospective Purchaser is willing to purchase, and such notice shall (in the case where the price has been specified) be accompanied by appropriate instruments of transfer for execution by the Proposing Transferor, and the purchase shall be completed, in the case where the price has been specified, at a time and a place to be appointed by the Company not being more than 28 days after the date on which such notice was given by the Company, and in the case where the price has to be ascertained in accordance with paragraph 4.2.7 the purchase shall be completed at a time and a place to be appointed by the Company not being more than 28 days after the price has been so ascertained. For the purpose of determining the right to any distribution by the Company the Proposing Transferor shall be deemed to have sold such shares on the date of completion of the purchase.
- 4.2.6 If the Proposing Transferor, after having become bound to transfer any shares to a Purchaser or Prospective Purchaser, fails to do so, the directors may authorise some person to sign an instrument of transfer on behalf of the Proposing Transferor in favour of the Purchaser or Prospective Purchaser and the Company may receive the purchase money and shall, on receipt of the purchase money, cause the name of the Purchaser or Prospective Purchaser (as applicable) to be entered in the register as the holder of the shares and shall hold the

purchase money on trust for the Proposing Transferor. The receipt of the Company for the purchase money shall be a good discharge to the Purchaser or Prospective Purchaser, who shall not be bound to see to its application, and after his name has been entered into the register the validity of the proceedings shall not be questioned by any person.

4.2.7 In the event of the purchase price for such shares not being specified by the Proposing Transferor then after receipt by the Proposing Transferor of a notice given by the Company under paragraph 4.2.4 of this article the Proposing Transferor shall use his best endeavours to agree with the Prospective Purchaser the price for each share but, in the event of failure to agree within one month of receipt by the Proposing Transferor of such notice given by the Company, then the fair value for such shares shall be determined by the auditors for the time being of the Company or (if the Proposing Transferor shall require) by some other chartered accountant to be nominated by the President for the time being of the Institute of Chartered Accountants in England and Wales who shall act as an expert and not as an arbitrator, and whose determination as to the fair value of the shares which the Proposing Transferor wishes to sell shall be conclusive, and such fair value shall be the price payable for the shares, and in fixing such price such auditors or chartered accountant shall have power to determine how the costs of fixing the fair value of such shares shall be borne.

4.2.8 Once the price for the shares has been ascertained under paragraph 4.2.7 then any Prospective Purchaser shall have the right to withdraw his application to purchase such shares and there will be no obligation on any Prospective Purchaser to purchase shares at such price unless he so signifies his consent to the Company, and for that purpose he shall be deemed to have so signified his consent if he does not within one month of being notified by the Company of the price so determined inform the Company in writing that he no longer desires to purchase the shares, provided that if there are more than one Prospective Purchaser and not all Prospective Purchasers signify or are deemed to signify their consent to the purchase of the shares at such price, then there shall be no obligation on the Proposing Transferor to sell the shares specified in the transfer notice unless such Prospective Purchasers as are prepared to purchase the shares agree to purchase all of the shares specified in the Transfer Notice.

4.2.9 If either:

4.2.9.1 within a period of 2 months after receiving a Transfer Notice the Company shall not find purchasers for all of the shares specified in the Transfer Notice and gives notice in writing to that effect to the Proposing Transferor, or

4.2.9.2 the Company within such period of 2 months gives to the Proposing Transferor notice in writing that it has no prospects of finding such Purchasers, or

4.2.9.3 the Prospective Purchasers give notice under paragraph 4.2.8 that they are not prepared to pay the price determined under paragraph 4.2.7 and to purchase all of the shares specified in the Transfer Notice,

then the Proposing Transferor shall be at liberty until the expiration of 4 months thereafter to transfer all or any of the shares specified in the Transfer Notice to any person but he may not transfer the shares or any of them at a price lower than the specified price or the price ascertained under paragraph 4.2.7 (as applicable).

4.2.10 If a Proposing Transferor wishes to sell any of his shares specified in a Transfer Notice after the expiry of the period of 4 months referred to in paragraph 4.2.9, then he must give notice in writing to the Company again in accordance with paragraph 4.2.1.

- 4.3 If any member is adjudged bankrupt, his trustee in bankruptcy shall be bound immediately to give to the Company a Transfer Notice in respect of all the shares registered in the name of the bankrupt member as sole holder or as sole surviving joint holder at the date of his bankruptcy, and if no such Transfer Notice is given within one month of the bankruptcy the trustee in bankruptcy shall be deemed to have given it at the end of that period, and the said provisions shall have effect accordingly. The Transfer Notice given or deemed to be given shall be deemed not to contain a specified price for the shares and the price shall be the fair value for such shares determined by the auditors for the time being of the Company.
5. PROCEEDINGS AT GENERAL MEETINGS.
- 5.1 At the end of regulations 38 of Table A there shall be inserted the following: "In every notice of a general meeting there shall appear the statement referred to in section 372 (3) of the Act, in relation to the right of a member to appoint proxies".
- 5.2 No business shall be transacted at any meeting unless a quorum is present. Two members entitled to attend and vote at that meeting, present in person, or by proxy or (in the case of a corporation) a duly authorised representative shall be a quorum. If and so long as the Company shall have one member only, that person alone present in person or by proxy or by a duly authorised representative shall be a quorum and in such instance, a proxy for a sole member shall be entitled to vote on a show of hands and Regulation 54 of Table A there shall be deemed to be amended accordingly. At the end of Regulation 41 Table A there shall be inserted the following: "If within half an hour from this time appointed for the holding of an adjourned meeting a quorum is not present, the members present shall be the quorum"
- 5.3 At the end of regulation 57 Table A there shall be inserted the following "except when he is the sole member".
- 5.4 In regulation 59 Table A, the second sentence shall be omitted.
- 5.5 Subject to the provisions of the Act, a resolution in writing signed by all members for the time being entitled to receive notice of and to attend and vote at general meetings (or being a corporation by their representative) shall be as valid and effective as if the same had been passed at a general meeting of the Company convened and held.
- 5.6 In addition to any other manner in which the member or members of the Company are authorised under the Act to reach and record their decisions in relation to the Company, a member who is for the time being the sole member of the Company shall be entitled to take any decision which may be taken by the Company in general meeting and such decision shall have effect as if agreed by the Company in general meeting, subject as hereinafter follows:
- 5.6.1 A decision taken by virtue of the clause shall be notified to the Company within seven days of the date on which it was taken, failing which such decision shall be invalid and of no effect.
- 5.6.2 Any resolution of a kind described below shall not be capable of being passed by virtue of the procedure described in this Clause.
- 5.6.3 Any resolution, which if passed at a general meeting, would need to be passed as a special resolution or extra ordinary resolution.
- 5.6.4 Any resolution to change the terms of appointment of the officers or the auditors.
- 5.6.5 Any resolutions requiring special notice.

6. APPOINTMENT AND REMOVAL OF DIRECTORS.

In addition and without prejudice to the provisions of section 303 of the Act, the Company may by ordinary resolution remove any Director before the expiration of his period of office. Subject to the provision of Table A and section 303 (2) of the Act, the Company may by ordinary resolution appoint a person who is willing to act to be a Director to either fill a vacancy or as an additional Director. In regulation 38 of Table A the words " or a resolution appointing a person as Director" shall be omitted.

7. PROCEEDINGS OF DIRECTORS.

7.1 If and so long as there shall be one Director only he shall be entitled to exercise all the powers and shall carry out all the duties assigned to Directors and the provisions of these articles and regulations of Table A shall be construed accordingly. In such instance, the word "one" shall be substituted in place of the word "two" in the first sentence of regulation 89 of Table A.

7.2 Regulation 64 of Table A shall not apply to the Company.

7.3 The directors may appoint one of their number to be the chairman of the board of directors. The director so appointed must provide at every meeting of directors at which he is present. In the case of equality of votes, the chairman shall have a second or casting vote.

7.4 Any Director or his alternate may validly participate in a meeting of the Directors or a committee of Directors through the medium of conference telephone or similar form of communication equipment provided that all persons participating shall be deemed to be present in person at the meeting and shall accordingly be counted in a quorum and be entitled to vote. Subject to the Act, all business transacted in such manner by the Directors or a committee of the Directors shall for the purpose of the Articles be deemed to be validly and effectively transacted at a meeting of the Directors or of a committee of the Directors notwithstanding that fewer than two Directors or alternate Directors are physically present at the same place. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting then is.

8. REMUNERATION OF DIRECTORS

The directors shall be entitled to such remuneration as the Company may by ordinary resolution determine and, unless the resolution provides otherwise, the remuneration shall be deemed to accrue from day to day

9. DIRECTORS INTERESTS

A Director may vote in respect of any contract or arrangement in which he, or any person with whom he is connected, is interested and be counted in the quorum present at any meeting of the Directors or, if otherwise so entitled, at any General Meeting of the Company at which any such contract or arrangement is proposed or considered, and if he shall so vote, his vote shall be counted. This article shall have effect in substitution for regulations 94 to 98 inclusive of Table A, which regulations shall not apply to the Company.

10. INDEMNITY.

Every director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, or in connection with any application under section 144 or section 727 of the Act in which relief is granted to him by

the Court, and no director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this article shall only have effect in so far as its provisions are not avoided by section 310 of the Act.

11. COMPANY SEAL.

In accordance with section 36A(3) of The Act the Company need not have a seal and the requirements set out in regulation 6 of Table A governing the sealing of share certificates shall only apply if the Company has a seal.

I, the person whose name and address is subscribed, wish to be formed into a company pursuant to this memorandum of association and agree to take the number of shares shown opposite my name.

Name and address of subscriber

Number of shares taken


RICHARD ALAN BAXTER

One Ordinary

7 Rainville Road
London W6 9AJ

Total shares taken:

One Ordinary

Dated 2nd September 2009

Witness to the above signatures:


REENA GOKANI
Solicitor
44 Baker Street
London W1U 7AL

**The Companies Acts 1985, 1989 and 2006
Private Company Limited by Shares**

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

FIVE FINGERS (HOLDINGS) LIMITED

(A Private Company adopting Table A with modifications)