

## Exhibit certificate

No. NSD 616 of 2021

Federal Court of Australia  
District Registry: Sydney  
Division: General

**Westpac Banking Corporation ABN 33 007 457 141**

Applicant

**Forum Finance Pty Limited ACN 153 301 172 and others named in the Schedule**

Respondents

This is the exhibit marked '**CMM-8**' now produced and shown to Caitlin Maria Murray at the time of swearing her affidavit on 15 July 2021 before me



---

Simon Henry Brandis  
Solicitor

---

Filed on behalf of (name & role of party)	<u>Westpac Banking Corporation, Applicant</u>		
Prepared by (name of person/lawyer)	<u>Caitlin Murray</u>		
Law firm (if applicable)	<u>MinterEllison</u>		
Tel	<u>(02) 9921 4279</u>	Fax	<u>(02) 9921 8123</u>
Email	<u>caitlin.murray@minterellison.com</u>		
<b>Address for service</b> (include state and postcode)	<u>Governor Macquarie Tower, 1 Farrer Place, SYDNEY NSW 2000</u>		
	<u>Our reference: 1353397</u>		

# Report

Global research

Strictly confidential

14 July 2021



Privileged and strictly confidential

Control Risks Group Pty Ltd | Level 3 | 45 Clarence Street Sydney 2000 NSW | Australia

+61 2 9279 0099 [sydney@controlrisks.com](mailto:sydney@controlrisks.com)



Strictly confidential

## Table of contents

▶ Basile Papadimitriou (Bill Papas)	1
Global corporate interest searches	1
UK corporate interests	3
iugis (UK) Limited	4
German corporate interest	5
iugis (EU) GmbH	5
Singapore corporate interest	5
New Zealand corporate interests	5
Greek corporate interests	6
Ownership of Xanthi FC	7
Financial backing of Xanthi FC	7
Involvement in motor sport racing and ownership of high-end car	8
▶ Annex A. Australian media articles relating to Xanthi FC	9
▶ Annex B. German corporate records	12
▶ Annex C. Singapore corporate records	15
▶ Annex D. UK corporate records and company accounts	18
iugis UK Limited (formerly known as Orca Enviro Systems (U.K) Limited)	19
iugis Holdings Limited (formerly known as Orca Enviro Holdings Limited)	20
iugis Finance Limited (formerly known as Orca Enviro Finance Limited)	21
iugis Global Financial Services Limited (formerly known as Orca Global Financial Services Ltd)	22
▶ Annex E. Greek corporate records and company accounts	23
Mazcon Investments Hellas IKE	24
Xanthi FC	25
Insports IKE	26
iugis companies	27

The information contained herein does not constitute a guarantee or warranty by Control Risks Group Holdings Limited, its subsidiaries, branches and/or affiliates ("Control Risks") of future performance nor an assurance against risk. This report is based on information provided by the client and other information available at the time of writing. It has been prepared following consultation with and on the basis of instructions received from the client and reflects the priorities and knowledge of the client as communicated to Control Risks. Accordingly, the issues covered by this report and the emphasis placed on them may not necessarily address all the issues of concern in relation to its subject matter. No obligation is undertaken by Control Risks to provide the client with further information, to update this information or any other information for events or changes of circumstances which take place after the date hereof or to correct any information contained herein or any omission therefrom. Control Risks' work and findings shall not in any way constitute recommendations or advice regarding the client's ultimate commercial decision, which shall, in all respects, remain the client's own.

This report is for the benefit of the client only (including its directors, officers and employees) and may not be disclosed to any third parties without the prior written consent of Control Risks.

Copyright © Control Risks. All rights reserved. This document cannot be reproduced without the express written permission of Control Risks. Any reproduction without authorisation shall be considered an infringement of Control Risks' copyright.

## Basile Papadimitriou (Bill Papas)

### Global corporate interest searches

Searches of specialist databases that aggregate global information on individuals' corporate interests identified the following results for Basile Papadimitriou aka Bill Papas. Please note:

- ▶ Some of these may be false positive results, i.e. a result for an individual with the same name.
- ▶ The Australian interests included in the table below should not be considered a comprehensive list of Bill Papas' Australia-registered interests.

▶ **Table 1: Basile Papadimitriou aka Bill Papas – global corporate interest search**

Company name	Inactive	Country	Last avail. year	Operating revenue (Turnover) th USD Last avail. yr	Number of employees Last avail. yr
14 James Street Pty Ltd	No	Australia		n.a.	n.a.
26 Edmonstone Road Pty. Ltd.	No	Australia		n.a.	n.a.
4 Star Futbol Concord Pty Ltd	Yes	Australia		n.a.	n.a.
5 Bulkara Street Pty. Ltd.	No	Australia		n.a.	n.a.
6 Bulkara Street Pty Ltd	No	Australia		n.a.	n.a.
64-66 Berkeley St Hawthorn Pty Ltd	No	Australia		n.a.	n.a.
Aramia Holdings Pty Ltd	No	Australia	2015	n.a.	3
BAJ Cougar Holdings Pty Limited	Yes	Australia		n.a.	n.a.
Chilli Print Pty Ltd	Yes	Australia	2015	731	7
ELFG Pty Ltd	No	Australia	2015	n.a.	7
Environmental Solutions International Pte. Ltd.	No	Singapore	2017	n.a.	n.a.
Eros Management Pty Ltd	No	Australia		n.a.	n.a.
Forum Direct Pty Ltd	No	Australia	2015	n.a.	15
Forum Enviro (Aust) Pty Ltd	No	Australia	2015	n.a.	3
Forum Enviro Pty Ltd	No	Australia	2015	n.a.	3
Forum Finance Pty Limited	No	Australia	2015	n.a.	7
Forum Fleet Pty Limited	No	Australia	2015	n.a.	15
Forum Group (Qld) Pty Ltd	No	Australia	2015	n.a.	15
Forum Group (Vic) Pty Ltd	No	Australia	2015	n.a.	7
Forum Group Financial Services Pty Ltd	No	Australia		n.a.	n.a.



Strictly confidential

Company name	Inactive	Country	Last avail. year	Operating revenue (Turnover) th USD Last avail. yr	Number of employees Last avail. yr
Forum Group NZ Limited	No	New Zealand		n.a.	n.a.
Forum Group Pty Ltd	No	Australia	2015	n.a.	15
Forum International Pty Limited	No	Australia		n.a.	n.a.
Forum Security Pty Ltd	Yes	Australia	2015	3,653	7
Green Eco International Pty Ltd	No	Australia	2015	n.a.	3
Ifish Finance Pty Ltd	No	Australia	2015	n.a.	7
Imagetec Distributors Pty Ltd	Yes	Australia	2015	n.a.	100
Imagetec Finance Australia Pty Ltd	Yes	Australia	2015	n.a.	3
Imagetec Financial Services Pty Ltd	No	Australia	2011	49,583	n.a.
Imagetec Share Fund Pty Ltd	Yes	Australia	2015	n.a.	3
Imagetec Solutions Australasia Pty Ltd	Yes	Australia	2007	71,022	n.a.
Imagetec Solutions Australia Pty Ltd	No	Australia	2009	40,617	100
Impressions Equipment Finance Pty Ltd	No	Australia		n.a.	n.a.
Intrashield Investment Group Pty Ltd	No	Australia		n.a.	n.a.
Intrashield Pty Ltd	No	Australia	2015	n.a.	3
iugis (EU) GmbH	No	Germany	2020	n.a.	1
iugis (NZ) Limited	No	New Zealand		n.a.	n.a.
iugis (UK) Limited	No	UK	2020	n.a.	9
iugis Finance Limited	No	UK	2019	n.a.	n.a.
iugis Global Financial Services Limited	No	UK	2019	n.a.	n.a.
iugis Holdings Limited	No	UK	2019	n.a.	n.a.
iugis Investments Pty Ltd	No	Australia		n.a.	n.a.
iugis Pty Ltd	No	Australia		n.a.	n.a.
iugis Waste Solutions Pty Ltd	No	Australia		n.a.	n.a.
Lion Star Management Pty Ltd	No	Australia		n.a.	n.a.
Malton Enterprises Pty Ltd	No	Australia	2015	n.a.	3
Nocelle Foods Pty Ltd	No	Australia	2020	37,563	101
Onesource Australia Holdings Pty Limited	No	Australia	2012	28,773	89
Onesource Australia Pty Limited	Yes	Australia	2015	n.a.	3
Orca Enviro Solutions Pty Ltd	No	Australia		n.a.	n.a.

Strictly confidential

Company name	Inactive	Country	Last avail. year	Operating revenue (Turnover) th USD Last avail. yr	Number of employees Last avail. yr
Orca Enviro Systems Pty Ltd	No	Australia		n.a.	n.a.
Pacific Enviro Pty Ltd	Yes	Australia	2015	n.a.	3
Palante Pty Ltd	No	Australia	2015	n.a.	3
Smartprint Fleet Management Pty Ltd	No	Australia	2015	n.a.	7
Spartan Consulting Group Pty Ltd	No	Australia	2015	n.a.	3
Sydney Olympic FC Pty Ltd	No	Australia	2015	n.a.	3
Sydney Olympic Football Club Limited	No	Australia	2018	523	n.a.
Sydney Olympic Futsal Club Pty Ltd	Yes	Australia	2015	n.a.	3
Sydney Olympic Junior's FC Pty Ltd	Yes	Australia	2015	n.a.	3
Sydney Olympic Women's FC Pty Ltd	No	Australia	2015	n.a.	3
TA Cap Investments Pty Ltd	No	Australia	2015	n.a.	3
The Forum Group of Companies Pty Ltd	No	Australia	2020	37,175	167

## UK corporate interests

UK Companies House filings show that Bill Papas is affiliated with four companies in the UK:

► Table 2: Bill Papas

Name of company	Date of incorporation	Shareholders	Other directors	Notes on asset position
iugis (UK) Limited (formerly known as Orca Enviro Systems (U.K) Limited)	28 April 2017	Bill Papas (100%)	None	See iugis (UK) Limited section below.
iugis Holdings Limited (formerly known as Orca Enviro Holdings Limited)	22 December 2017	Bill Papas (100%)	None	Accounts for the year ended 31 December 2019 record fixed assets of GBP 200, and net assets of GBP 100.
iugis Finance Limited	22 December 2017	iugis Holdings Limited (100%)	None	Accounts for a dormant company for the year ended 31 December 2019. No assets apart

Strictly confidential

Name of company	Date of incorporation	Shareholders	Other directors	Notes on asset position
(formerly known as Orca Enviro Finance Limited)				from shareholder funds of GBP 100.
iugis Global Financial Services Limited (formerly known as Orca Global Financial Services Ltd)	24 January 2019	Bill Papas (75%) Matthew Gerard Ingram (25%)	Matthew Gerard Ingram	Accounts for a dormant company filed for FY ended 31 March 2020. No assets apart from shareholder funds of GBP 2.

UK corporate records

Further details of these companies are provided below. The available incorporation documents, changes in ownership and most recent annual accounts for these companies are provided in **Annex D**.

## iugis (UK) Limited

iugis (UK) Limited (“iugis UK”) has filed three annual accounts since its incorporation in April 2017, for the financial years ending 30 April 2018, 30 April 2019 and 30 April 2020. In 2018 and 2019 its accounts were exempted from audit due to its small size (under section 477 of the Companies Act 2006). Its accounts for 2020 were audited by Harris & Trotter LLP.

Its accounts for 2020 indicate that the company has significant levels of debt, with GBP 4.66m payable to creditors within one year. Its net liabilities have more than doubled since 2019, rising from GBP 1.04m to GBP 2.73m. Its tangible assets, which are discussed in more depth below, rose significantly over 2020, presumably reflecting the company’s investment in waste disposal equipment and machinery in the UK.

► **Table 3: Assets of iugis (UK) Limited (all amounts in GBP)**

	2020	2019
<b>Fixed assets</b>	<b>410,270</b>	<b>743</b>
Tangible assets	410,270	743
<b>Current assets</b>	<b>1,515,354</b>	<b>680,434</b>
Stocks	632,081	88,824
Debtors (total)	532,149	176,460
Cash at bank and in hand	351,124	415,150
<b>Creditors (amounts due within one year)</b>	<b>(4,658,414)</b>	<b>(1,035,760)</b>
<b>Net liabilities</b>	<b>(2,732,784)</b>	<b>(1,035,017)</b>

UK corporate records: financial statements for the year ended 30 April 2020



Strictly confidential

Many of the company's loans have been extended by related parties, according to the notes to the financial statements:

- ▶ GBP 4.31m is due to companies under common control (i.e. controlled by Bill Papas).
- ▶ GBP 54,192 is due to the director, Bill Papas.

The financial statements provide further detail about iugis UK's tangible assets, which are mostly in the form of plant and machinery:

▶ **Table 4: Tangible assets (all amounts in GBP)**

Type of asset	Net book value
Plant and machinery	359,331
Motor vehicles	33,488
Computer equipment	17,457
<b>Total</b>	<b>410,276</b>

UK corporate records: financial statements for the year ended 30 April 2020

Note, iugis UK has stocks worth GBP 632,081. No further information was found as to where they are invested.

## German corporate interest

### iugis (EU) GmbH

According to German corporate records, Bill Papas is the sole director and 100% shareholder of iugis (EU) GmbH. This company was called Rheinsee 606. V GmbH from its incorporation on 6 October 2017 until 21 December 2017. Between 21 December 2017 and 9 March 2020 the company was named Orca Enviro Systems (EU) GmbH and on 9 March 2020 it obtained its current name.

The general chronological excerpt and shareholders list for this company are provided at **Annex B**.

## Singapore corporate interest

Records held by the Accounting and Corporate Regulatory Authority in Singapore list Bill Papas as a director and 100% shareholder of Environmental Solutions International Pte Ltd. This company was registered on 8 August 2016 and currently uses the following address: 20 Cecil Street, 05-03 Plus, 049705 Singapore.

The company registration extract is included in **Annex C**.

## New Zealand corporate interests

The New Zealand Companies Register lists the following interests for Bill Papas in New Zealand.





Strictly confidential

▶ **Table 5: Bill Papas' New Zealand corporate interests**

Company	Role	Shareholding	Status	Date of appointment as director
Forum Group NZ Limited	Director	-	Current	4 September 2020
iugis (NZ) Limited	Director and shareholder	100%	Current	21 March 2018

New Zealand Companies Register

## Greek corporate interests

Based on research in Greek corporate records, Bill Papas has the following direct corporate interests in Greece:

▶ **Table 6: Bill Papas' corporate interests in Greece**

Company	Position(s)
iugis Hellas IKE	Administrator and 98% shareholder. The remaining 2% share is held by Greek national Anastasios Chalemis.
Mazcon Investments Hellas IKE	Administrator and 99% shareholder. The remaining 1% share is held by Greek national Anastasios Giamouridis.

Greek business registry

Additionally, Greek company iugis energy SA is 98% owned by UK company iugis Holdings Limited and 2% owned by Craig Stephen Rollinson.

Mazcon Investments Hellas IKE ("Mazcon") holds a 94.38% stake in Greek professional soccer club Xanthi FC. According to the Greek business registry, Mazcon has share capital of EUR 5.3m (AUD 8.384m). As noted above, the company is 99% owned by Bill Papas, while Greek national Anastasios Giamouridis ("Giamouridis") holds the remaining 1%. According to Greek media articles, Giamouridis is the owner of a company that manufactures waste processing machines based in Sindos near Thessaloniki.<sup>1</sup>

For the financial year 2019, Mazcon reported losses of EUR 114,161.98 (AUD 180,592). On 31 December 2019, its equity amounted to EUR 321,401.58 (AUD 508,422). According to its 2019 annual report, Mazcon has full ownership of the following properties:

- ▶ 155.47 sq. m. apartment on 11 Megalou Alexandrou Street, 54640 Thessaloniki
- ▶ 125.63 sq. m. apartment on 11 Megalou Alexandrou Street, 54640 Thessaloniki
- ▶ 39.56 sq. m. office at 17 Ionos Dragoumi & Agiou Minas Street, 54625 Thessaloniki
- ▶ 25.73 sq. m. office at 17 Ionos Dragoumi & Agiou Minas Street, 54625 Thessaloniki 25.73

<sup>1</sup> [https://www.sdna.gr/podosfairo/752206\\_agorazei-tin-xanthi-o-basilis-papadimitrioy-katethese-fakelo-stin-eea](https://www.sdna.gr/podosfairo/752206_agorazei-tin-xanthi-o-basilis-papadimitrioy-katethese-fakelo-stin-eea)



Strictly confidential

## Ownership of Xanthi FC

Bill Papas has been referenced in media reporting regarding his majority stake in Xanthi FC, a professional soccer club based in Xanthi, north-eastern Greece, which he acquired in 2020. In August 2020, Greek media reported that he was in the process of acquiring a majority stake in Xanthi FC from its shareholders Christos Panopoulos and Polychronis Syggelidis.<sup>2</sup> One month later, in September 2020, further news articles stated that the acquisition had been completed.<sup>3</sup> According to a press release from Xanthi FC published on 26 August 2020, Xanthi FC announced that Insports IKE, which owned the majority stake in Xanthi FC, reached an agreement with Bill Papas for the transfer of the majority stake to him. On 25 August 2020, the prospective buyer submitted as required the relevant file for approval by the Professional Sports Committee.<sup>4</sup> In its 2019 financial statements, officially published with the Greek business registry on 25 November 2020, Insports IKE stated that it had transferred its 94.38% stake in Xanthi FC to Mazcon. The Professional Sports Committee approved the acquisition of the 94.38% stake by Mazcon on 8 September 2020.<sup>5</sup>

Xanthi FC is registered as a Greek joint stock company. According to its current articles of association, registered with the Greek business registry on 2 December 2020, Xanthi FC's share capital is EUR 9,485,809.80 (AUD 15.006m). Xanthi FC's financial statements for the period from 1 July 2019 to 30 June 2020 also mentioned the share transfer to Mazcon. The same statements listed net annual losses of EUR 1,750,129.51 (AUD 2.769m) and the following fixed assets for the company:

- ▶ Real estate properties (unspecified): EUR 2,453,251.82 (AUD 3.881m)
- ▶ Mechanical equipment: EUR 6,078.02 (AUD 9,614)
- ▶ Other equipment: EUR 54,008.73 (AUD 85,436)

## Financial backing of Xanthi FC

In October 2020 the *Sydney Morning Herald* reported that since Bill Papas' acquisition of Xanthi FC he had "flooded the club's ranks with top-line coaches and players from the A-League" and wanted Xanthi FC to become a "nursery" for Australian players aspiring to break into European football.<sup>6</sup> Bill Papas reportedly gave Xanthi FC coach Tony Popovic ("Popovic") a significant budget to attract talent. However, in February 2021 the *Herald Sun* reported that Popovic had been dismissed as head coach of Xanthi FC nine matches into his tenure.<sup>7</sup>

In a 27 August 2020 interview, Bill Papas' Greek lawyer Fanis Ouzounidis ("Ouzounidis") was quoted as saying that there should be no doubt in Greece and among the fans of the club that Bill Papas has the financial background to support the soccer club and make it successful. Ouzounidis further stated that the negotiations regarding the

<sup>2</sup> <https://www.fosonline.gr/podosfairo/superleague/article/106123/apokta-tin-xanthi-o-omogenis-epixeirimatias-vasilis-papadimitrioy> ; <https://www.makthes.gr/o-vasilis-papadimitrioy-aghorazei-tin-pae-ksanthi-306414>

<sup>3</sup> <https://www.ertnews.gr/perifereiakoi-stathmoi/seres/me-serraiki-katagogi-to-neo-afentiko-tis-xanthis/>

<sup>4</sup> <https://www.voria.gr/article/o-vasilis-papadimitriou-apektise-to-pliersifiko-paketo-tis-pae-xanthi>

<sup>5</sup> <https://gga.gov.gr/grafeio-tupou/deltia-tupou/3092-8-9-20>

<sup>6</sup> 'Australian-owned Greek club Xanthi FC looking to become Soccerroos 'nursery', *SMH*, 17 October 2020.

<sup>7</sup> 'POP GETS THE CHOP IN GREECE', *Herald Sun*, 24 February 2021.





Strictly confidential

---

## Annex A. Australian media articles relating to Xanthi FC

### Australian-owned Greek club Xanthi FC looking to become Socceroos 'nursery'

*Sydney Morning Herald*

By Vince Rugari

October 17, 2020

The Sydney businessman behind the takeover of Xanthi FC wants the Tony Popovic-led Greek club to become a production line for Aussie players aspiring to scale the heights of European football.

Entrepreneur Bill Papas, who is also the chairman of NPL NSW side Sydney Olympic, took over Xanthi in August and has wasted little time in flooding the club's ranks with top-line coaches and players from the A-League.

Former Socceroos Josh Brillante and Matt Jurman, ex-Adelaide United goalkeeper Paul Izzo and Wellington Phoenix utility Callan Elliot have all moved to Greece to join Popovic in what shapes as a novel experiment for Australian football.

Flanked by former Western Sydney Wanderers youth guru Arthur Diles and goalkeeping great Zeljko Kalac, Popovic has been given a clean slate and significant budget by Papas, who intends for Xanthi to become a "nursery" for Aussie exports seeking to crack the big time.

The premise is simple: Papas believes Australians are underrated and undervalued by foreign clubs and often judged by their passport rather than their true ability. By installing an Australian coaching panel with in-depth knowledge of their capabilities, those players know they will be backed in a way they might not be elsewhere in Europe.

And with an Australian owner in Papas calling the shots from the boardroom, the coaches know they will be given the time and resources necessary to see the project through to completion.

Xanthi has only been relegated to the Greek second division due to a points deduction penalty for ownership irregularities, and is traditionally a first-division club which, at its peak, competed regularly in the UEFA Europa League.

Papas believes this influx of Aussie talent and expertise can springboard them straight back into the Greek Super League, contending for titles and European spots, and bring in extra revenue through transfer fees if those players can attract interest elsewhere.

"I think we are very much underrated in terms of our the coaching stocks ... we underrate ourselves, we underrate our own players," said Papas, whose two companies – managed services firm Forum Group and environmental consultancy lugis – have sponsorship and business ties to European powerhouses Liverpool and Schalke 04.

"We have a great youth talent pool here in Australia that is wasted, and it doesn't know where to go. We want to prove [that] very quickly through recruiting some A-League players and progressing some youngsters overseas, and certainly now we have the means and the vehicle in Xanthi to be able to demonstrate that."



Strictly confidential

---

Popovic, who has long harboured dreams of cracking Europe as a coach, was the obvious pilot for the Xanthi experiment and has brought his sons, Gabriel and Kristian, to the club as well.

The idea is reminiscent of the Australian Football Consortium, which was involved in long-running but ultimately failed talks to buy English club Charlton Athletic with the aim of it becoming "Australia's First English Premier League Club".

Papas said that idea was one of many football opportunities to have come across his desk – including in the A-League, where he and fellow Sydney Olympic board member Damon Hanlin once considered buying out the Newcastle Jets.

Papas was ultimately driven overseas by "frustration" at the broken development pathways in Australia, which he has seen first-hand at NPL level, and said it was "much easier" to buy a Greek club and roughly the same price.

"You're talking about an entirely different game," he said. "You're in Europe, you're playing for higher stakes. You're talking about being able to be in control of your own destiny.

"I think the A-League needs to first get its house in order before people feel comfortable about diving in and investing ... there's too many unknown factors around what we can do and what we can't do in terms of driving revenue and player development."

Papas sees Xanthi as a fallen giant, ripe for restoration. Positioned in a primarily agricultural region in Greece's north-east, the city is home to only 70,000 but has a proud football tradition despite being geographically detached from the Super League's power base in the south. Papas was further enticed by the club's suite of top-class facilities – including a stadium that was built in 2004, and a training centre with an attached hotel – which serve as a strong base to build from.

Papas intends to create a formal link between Xanthi and Sydney Olympic, the former National Soccer League heavyweights, which would mean a direct pipeline of young Australian players into Europe.

"Obviously, we're a lot smaller than the City [Football] Group. But the principle is the same," he said.

As for Olympic, Papas has no intention of scaling back his financial support and is hell-bent on ensuring they are part of a mooted A-League second division – so long as a sustainable model is able to be put together.

Asked if there were enough NPL clubs with enough resources to make a second tier work, Papas said: "I don't believe so. I don't think most clubs in the NPL realise just what goes into being able to be part of an A-League or a top-tier national competition, and become sustainable.

"It's easy enough to have a desire to be there, but are you going to be building something that's sustainable long-term? We're certainly, in these early stages, lacking in knowledge on that front.

"Can we get there? I think we can ... [but] that remains to be seen. Just looking at our fellow clubs in the NPL in NSW, I think there's only a few that would stack up. As long as the the federation puts the right structure in place to be able to support it commercially and sustainably, then I'll be all for it."



Strictly confidential

---

## POP GETS THE CHOP IN GREECE

*Herald-Sun*

Marco Monteverde

24 February 2021

© 2021 News Limited.

FORMER Perth Glory and Western Sydney Wanderers coach Tony Popovic has been sacked by Greek second division club Xanthi just nine matches into his tenure.

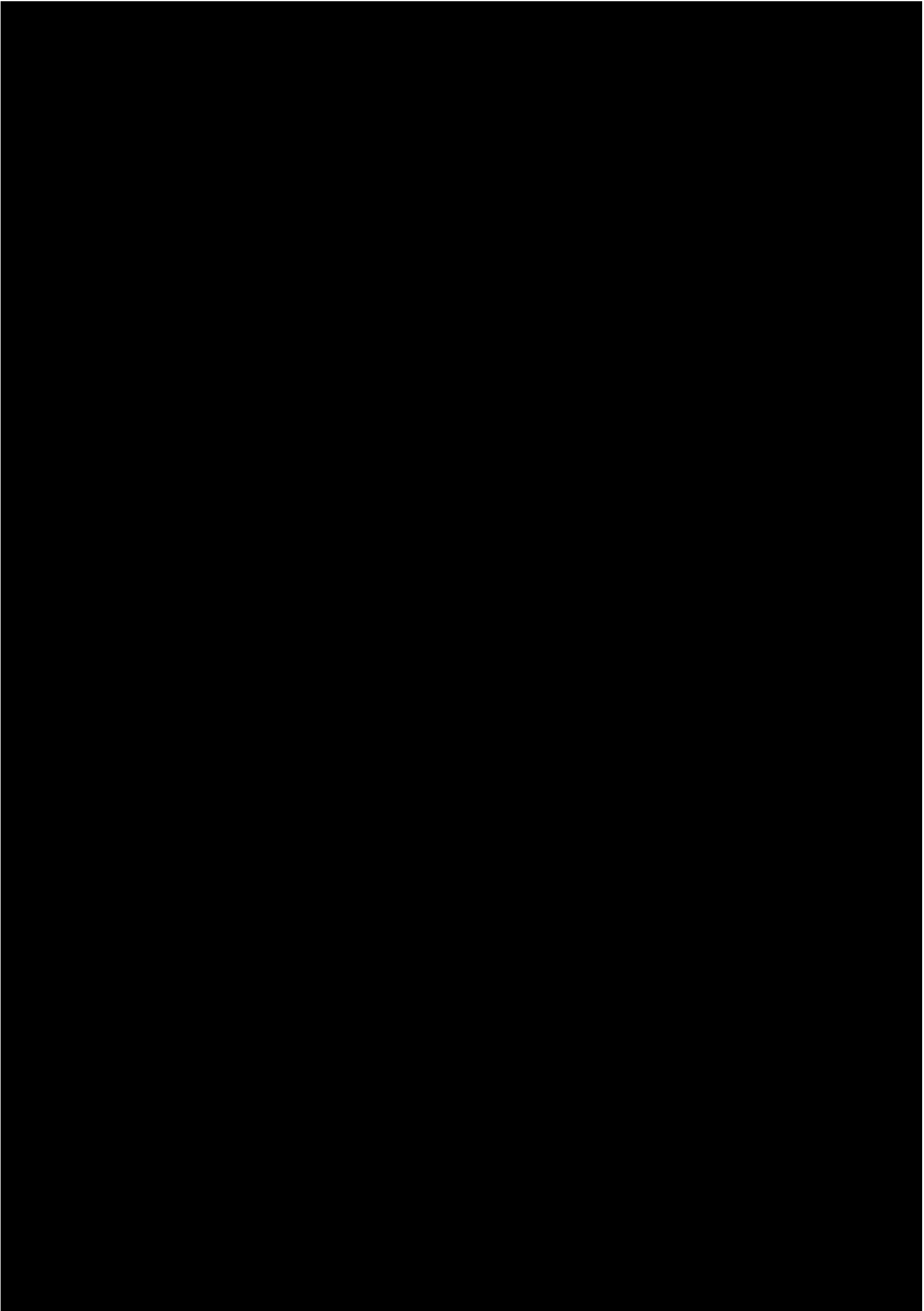
Despite Xanthi's 2-1 win at the weekend against cellar-dweller OF Ierapetra, which left it in fifth spot on the 12-team ladder, Popovic was given his marching orders.

Xanthi's owner, Greek-Australian businessman Bill Papas, said: "I want to thank Tony for the excellent work he has offered to the team since September 2020 when he took office.

"With great sadness and respect for Tony, we announce the end of our partnership.

"I wish Tony and his family all the best for the future." Popovic's axing comes three weeks after the club's goalkeeper coach, former Socceroos gloveman Zeljko Kalac, parted ways with Xanthi.

Xanthi's squad includes Popovic's sons Kristian and Gabriel, former Sydney FC and Melbourne City midfielder Josh Brillante, former Adelaide United goalkeeper Paul Izzo, former Western Sydney defender Matt Jurman and New Zealand under-20 international Callan Elliot. It's the second time Popovic has been sacked by a European club after he was shown the door by Turkish outfit Karabükspor in 2017.





Strictly confidential

► **Figure 3: General chronological excerpt for iugis (EU) GmbH**

Handelsregister B des Amtsgerichts Düsseldorf

Abdruck  
Abruf vom 13.07.2021 10:26

Nummer der Firma:  
Seite 1 von 2

HRB 81697

Nummer der Eintragung	a) Firma b) Sitz, Niederlassung, inländische Geschäftsanschrift, empfangsberechtigte Person, Zweigniederlassungen c) Gegenstand des Unternehmens	Grund- oder Stammkapital	a) Allgemeine Vertretungsregelung b) Vorstand, Leitungsorgan, geschäftsführende Direktoren, persönlich haftender Gesellschafter, Geschäftsführer, Vertretungsberechtigte und besondere Vertretungsbefugnis	Prokura	a) Rechtsform, Beginn, Satzung oder Gesellschaftsvertrag b) Sonstige Rechtsverhältnisse	a) Tag der Eintragung b) Bemerkungen
1	2	3	4	5	6	7
1	a) <u>Rheinsee 606. V V GmbH</u> b) Düsseldorf <u>Geschäftsanschrift:</u> <u>Kurt-Schumacher-Str. 18-20, 53113 Bonn</u> c) <u>Die Verwaltung eigener Vermögenswerte.</u>	25.000,00 EUR	a) Ist nur ein Geschäftsführer bestellt, so vertritt er die Gesellschaft allein. Sind mehrere Geschäftsführer bestellt, so wird die Gesellschaft durch zwei Geschäftsführer oder durch einen Geschäftsführer gemeinsam mit einem Prokuristen vertreten. b) <u>Geschäftsführer:</u> <u>Braun, Ralf, Rösrath, *17.02.1970</u> <u>einzelvertretungsberechtigt mit der Befugnis im Namen der Gesellschaft mit sich im eigenen Namen oder als Vertreter eines Dritten Rechtsgeschäfte abzuschließen.</u>		a) Gesellschaft mit beschränkter Haftung Gesellschaftsvertrag vom 29.09.2017	a) 06.10.2017 Schäfer
2	a) <u>ORCA ENVIRO SYSTEMS (EU) GmbH</u> b) <u>Änderung zur Geschäftsanschrift:</u> <u>Klaus-Bungert-Str. 3, 40468 Düsseldorf</u> c) Der Vertrieb, Verkauf und die Vermarktung von Maschinen für eine umweltfreundliche Entsorgung von Lebensmitteln sowie damit im Zusammenhang stehende Serviceleistungen.		b) <u>Nicht mehr Geschäftsführer:</u> <u>Braun, Ralf, Rösrath, *17.02.1970</u> <u>Bestellt als Geschäftsführer:</u> <u>Papadimitriou, Basile, NSW 2119 / Australien, *31.08.1972</u> <u>einzelvertretungsberechtigt mit der Befugnis im Namen der Gesellschaft mit sich im eigenen Namen oder als Vertreter eines Dritten Rechtsgeschäfte abzuschließen.</u>		a) Die Gesellschafterversammlung vom 13.12.2017 hat die Änderung des Gesellschaftsvertrages in § 1 Ziffer 1.1 (Firma) sowie in § 2 (Unternehmensgegenstand) beschlossen. Ferner wurde beschlossen, die Ziffern 3.2. und 3.3. in § 3 (Stammkapital) ersatzlos zu streichen.	a) 21.12.2017 Schäfer
3	b) <u>Änderung zur Geschäftsanschrift:</u> <u>Johannstraße 39, 40476 Düsseldorf</u>					a) 13.11.2019 Allwicher
4	a) <u>iugis (EU) GmbH</u>		b) Nach Änderung des Wohnortes Geschäftsführer: Papadimitriou, Basile, Rozelle / Australien,		a) Die Gesellschafterversammlung vom 21.02.2020 hat eine Änderung des Gesellschaftsvertrages in § 1 und damit der Firma beschlossen.	a) 09.03.2020 Sönnichsen





Strictly confidential

Handelsregister B des Amtsgerichts Düsseldorf

Abdruck  
Abruf vom 13.07.2021 10:26

Nummer der Firma:  
Seite 2 von 2

HRB 81697

Nummer der Eintragung	a) Firma b) Sitz, Niederlassung, inländische Geschäftsanschrift, empfangsberechtigte Person, Zweigniederlassungen c) Gegenstand des Unternehmens	Grund- oder Stammkapital	a) Allgemeine Vertretungsregelung b) Vorstand, Leitungsorgan, geschäftsführende Direktoren, persönlich haftender Gesellschafter, Geschäftsführer, Vertretungsberechtigte und besondere Vertretungsbefugnis	Prokura	a) Rechtsform, Beginn, Satzung oder Gesellschaftsvertrag b) Sonstige Rechtsverhältnisse	a) Tag der Eintragung b) Bemerkungen
1	2	3	4	5	6	7
			*31.08.1972 einzelvertretungsberechtigt mit der Befugnis im Namen der Gesellschaft mit sich im eigenen Namen oder als Vertreter eines Dritten Rechtsgeschäfte abzuschließen.			
5	a) lugis (EU) GmbH				b) Eintragung lfd. Nr. 4, Spalte 2, von Amts wegen gelöscht und berichtigend neu eingetragen.	a) 23.10.2020 Sönnichsen

Strictly confidential

## Annex C. Singapore corporate records

### BIZ CHECK PLUS

COMPANY NAME: ENVIRONMENTAL SOLUTIONS INTERNATIONAL PTE LTD.  
REGISTRATION NO.: 201621588Z

SINGAPORE  
COMMERCIAL  
CREDIT BUREAU

REQUEST DATE	REQUEST NO.	CLIENT'S A/C REF.	REMARKS
14/07/2021 09:29:56	ONL210432890	CR AUS	

### ACCOUNTING AND CORPORATE REGULATORY AUTHORITY BUSINESS PROFILE INFORMATION

ACRA  
ACCOUNTING AND CORPORATE  
REGULATORY AUTHORITY

### REGISTRY

REGISTRATION DATE	08/08/2018
NAME EFFECTIVE DATE	08/08/2018
COUNTRY OF INCORPORATION	SINGAPORE
COMPANY TYPE	EXEMPT PRIVATE COMPANY LIMITED BY SHARES
REGISTERED ADDRESS	20 CECIL STREET, 05 - 03 PLUS 049705 SINGAPORE
CHANGE ADDRESS DATE	22/02/2021
COMPANY STATUS	LIVE COMPANY
STATUS EFFECTIVE DATE	12/11/2018
REGISTERED ACTIVITIES	1. 70201 - MANAGEMENT CONSULTANCY SERVICES (GENERAL) (-) 2. 72106 - RESEARCH AND EXPERIMENTAL DEVELOPMENT ON ENVIRONMENT AND CLEAN TECHNOLOGIES (-)
AUDITOR	-
AUDITOR APPOINTMENT DATE	-
ACCOUNT DATE	31/12/2019
DATE OF LAST AR	12/08/2020
DATE OF LAST AGM	-

The information from ACRA is updated 1 day from the date of request.

### GST

GST REGISTRATION NUMBER	N/A
GST REGISTERED FROM	N/A
GST REGISTERED TO	N/A
GST STATUS	N/A

(GST information is as per D&B's database. Whilst every effort has been made to ensure that the information is complete & up-to-date, D&B Singapore shall not be liable of any damage or loss that may be caused as a result of any error, omission or reliance on the information.)

### CHANGE OF COMPANY NAME

PREVIOUS NAME	EFFECTIVE DATE
Nil	

Strictly confidential

## CAPITAL

CAPITAL CATEGORY	CURRENCY	CAPITAL AMOUNT	NO. OF SHARES
ISSUED ,ORDINARY	SINGAPORE, DOLLARS	1,000.00	1,000
PAID-UP ,ORDINARY	SINGAPORE, DOLLARS	1,000.00	NA

The information from ACRA is updated 1 day from the date of request.

## OFFICER(S)/ OWNER(S)

OFFICER NAME/ ADDRESS/ CHANGE ADDRESS DATE	IDENTITY NO. / PA REG. NO.	POSITION	APPOINTMENT DATE / DISQUALIFIED DATE	NATIONALITY
BASILE PAPADIMITRIOU 27 MALTON RD BEECROFT NSW 2119 AUSTRALIA - -	PA8225690	DIRECTOR	08/08/2016 -	AUSTRALIAN
KWOK YU 20 CECIL STREET 05 - 03 , PLUS 049705, SINGAPORE 15/01/2020	S7984925A	SECRETARY	08/08/2016 -	CHINESE
BASILE PAPADIMITRIOU 27 MALTON RD BEECROFT NSW 2119 AUSTRALIA - -	PA8225690	MANAGING DIRECTOR	08/08/2016 -	AUSTRALIAN
ONG JING SONG 20 CECIL STREET 05 - 03 , PLUS 049705, SINGAPORE 24/08/2019	S9130306Z	DIRECTOR	07/08/2017 -	SINGAPORE CITIZEN

The information from ACRA is updated 1 day from the date of request.

\* Disqualified from acting as a director. However, he/she has obtained the Leave of the Court/Approval from the Official Assignee to act as a director.

## SHAREHOLDERS

SHAREHOLDER NAME / ADDRESS/ CHANGE ADDRESS DATE	COMPANY/ IDENTITY NO.	COUNTRY OF INCORPORATION	SHARE TYPE	CURRENCY	NOS. OF SHARES	SHARE GROUP
BASILE PAPADIMITRIOU 27 MALTON RD BEECROFT NSW 2119 AUSTRALIA -	PA8225690	AUSTRALIAN	Ordinary	SINGAPORE, DOLLARS	1,000	Individual

The information from ACRA is updated 1 day from the date of request.

## SHARE INTERESTS IN COMPANIES

COMPANY NAME	SHARES OWNED (%) / POSITION	STATUS
Nil		



Strictly confidential

## REGISTERED CHARGES

CHARGE NO	CHARGE DATE	CHARGE(S) COMPANY	CURRENCY	AMOUNT SECURED	STATUS OF SATISFACTION
Nil					

The information from ACRA is updated 1 day from the date of request.

## LIQUIDATOR(S) / RECEIVER(S) / JUDICIAL MANAGERS(S)

NAME / ID NUMBER	POSITION	COMPANY	ADDRESS	APPOINTMENT DATE
Nil				

The information from ACRA is updated 1 day from the date of request.

## EMPLOYEE SIZE

ELEMENTS	AMOUNT
Employee size	N/A

(Information is as available in D&B Singapore database. Whilst every effort has been made to ensure that the information is complete, correct & up-to-date, D&B Singapore shall not be liable of any damage or loss that may be caused as a result of any error, omission or reliance on the information.)

## SALES REVENUE AMOUNT

ELEMENTS	YEAR	AMOUNT
Nil		

(The above XBRL data is obtained from ACRA. Information is updated 1 day from the date of request.)

## LITIGATION

Case No.	Date of Writ	Status / Status Date	Nature of Claim Amount	Defendant Status Def. Status Date Def. Solicitor Def. Solicitor ID Def. Law Firm Def. File Ref.	Plaintiff Status Plaintiff Status Date Plaintiff ID Plaintiff Pla. Solicitor Pla. Solicitor ID Pla. Law Firm Pla. File Ref.
NO RECORD FOUND					

Information reflected in this section is not from ACRA.

\* The writ filed does not indicate latest status of action. Please purchase Latest Detailed Litigation report to obtain its complete status.

(Litigation information is provided to D&B Singapore by a third party and may or may not reflect the status and details as at the time of original filing. As such, D&B Singapore is unable to guarantee it is complete, correct or up-to-date and shall not be liable for any damage or loss that may be caused as a result of any error, omission or reliance on the information.)

## WINDING UP

CASE NO. / CASE TYPE	ACTION DATE	ACT OF WINDING UP	HEARING DATE	AMOUNT	PLAINTIFF PLA. SOLICITOR PLA. SOLICITOR ID PLA. LAW FIRM PLA. FILE REF.
NO RECORD FOUND					



Strictly confidential

---

## Annex D. UK corporate records and company accounts



Strictly confidential

---

**iugis UK Limited (formerly known as Orca Enviro Systems (U.K) Limited)**

# FILE COPY



## CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company Number **10745974**

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

**ORCA ENVIRO SYSTEMS (U.K.) LIMITED**

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 **28th April 2017**



\* N107459740 \*



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



**Application to register a company**



Received for filing in Electronic Format on the: **27/04/2017**

X6591FUQ

---

*Company Name in full:* **ORCA ENVIRO SYSTEMS (U.K.) LIMITED**

*Company Type:* **Private company limited by shares**

*Situation of Registered Office:* **England and Wales**

*Proposed Registered Office Address:* **3RD FLOOR, 111-113 GREAT PORTLAND STREET  
LONDON  
UNITED KINGDOM W1W 6QQ**

*Sic Codes:* **38210**

*I wish to entirely adopt the following model articles:*

**Private (Ltd by Shares)**



## *Proposed Officers*

---

*Company Director*      *1*

*Type:*                      **Person**

*Full Forename(s):*        **MR BASILE**

*Surname:*                **PAPADIMITRIOU**

*Former Names:*

*Service Address:*        **recorded as Company's registered office**

*Country/State Usually*    **AUSTRALIA**

*Resident:*

*Date of Birth:*    **\*\*/08/1972**

*Nationality:*      **AUSTRALIAN**

*Occupation:*    **CHIEF  
EXECUTIVE  
OFFICER**

*The subscribers confirm that the person named has consented to act as a director.*

## *Statement of Capital (Share Capital)*

---

<i>Class of Shares:</i>	<b>ORDINARY</b>	<i>Number allotted</i>	<b>100</b>
<i>Currency:</i>	<b>GBP</b>	<i>Aggregate nominal value:</i>	<b>100</b>
<i>Prescribed particulars</i>			

**EACH SHARE HAS FULL RIGHTS IN THE COMPANY WITH RESPECT TO VOTING, DIVIDENDS AND DISTRIBUTIONS.**

---

### **Statement of Capital (Totals)**

---

<i>Currency:</i>	<b>GBP</b>	<i>Total number of shares:</i>	<b>100</b>
		<i>Total aggregate nominal value:</i>	<b>100</b>
		<i>Total aggregate unpaid:</i>	<b>0</b>

## *Initial Shareholdings*

---

<i>Name:</i>	<b>BASILE PAPADIMITRIOU</b>		
<i>Address</i>	<b>3RD FLOOR, 111-113 GREAT PORTLAND STREET LONDON ENGLAND W1W 6QQ</b>	<i>Class of Shares:</i>	<b>ORDINARY</b>
		<i>Number of shares:</i>	<b>100</b>
		<i>Currency:</i>	<b>GBP</b>
		<i>Nominal value of each share:</i>	<b>1</b>
		<i>Amount unpaid:</i>	<b>0</b>
		<i>Amount paid:</i>	<b>100</b>

## *Persons with Significant Control (PSC)*

---

---

### **Statement of initial significant control**

---

**On incorporation, there will be someone who will count as a Person with Significant Control (either a registerable person or relevant legal entity (RLE)) in relation to the company**

---

## *Individual Person with Significant Control details*

---

*Names:* **MR BASILE PAPADIMITRIOU**

*Country/State Usually Resident:* **AUSTRALIA**

*Date of Birth:* **\*\*/08/1972** *Nationality:* **AUSTRALIAN**

*Service address recorded as Company's registered office*

*The subscribers confirm that each person named as an individual PSC in this application knows that their particulars are being supplied as part of this application.*

*Nature of control*                    **The person holds, directly or indirectly, 75% or more of the shares in the company.**

*Nature of control*                    **The person holds, directly or indirectly, 75% or more of the voting rights in the company.**



# COMPANY HAVING A SHARE CAPITAL

## Memorandum of association of ORCA ENVIRO SYSTEMS (U.K.) LIMITED

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.

<b>Name of each subscriber</b>	<b>Authentication</b>
Basile Papadimitriou	Authenticated Electronically

Dated: 27/04/2017



---

**IUGIS (UK) LIMITED**

---

**FINANCIAL STATEMENTS**

**INFORMATION FOR FILING WITH THE REGISTRAR**

**FOR THE YEAR ENDED 30 APRIL 2020**

**IUGIS (UK) LIMITED**  
**REGISTERED NUMBER: 10745974**

**STATEMENT OF FINANCIAL POSITION**  
**AS AT 30 APRIL 2020**

	Note	2020 £	2019 £
<b>Fixed assets</b>			
Tangible assets	4	410,276	743
		<u>410,276</u>	<u>743</u>
<b>Current assets</b>			
Stocks	5	632,081	88,824
Debtors: amounts falling due after more than one year	6	119,500	-
Debtors: amounts falling due within one year	6	412,649	176,460
Cash at bank and in hand	7	351,124	415,150
		<u>1,515,354</u>	<u>680,434</u>
Creditors: amounts falling due within one year	8	(4,658,414)	(1,716,194)
<b>Net current liabilities</b>		<u>(3,143,060)</u>	<u>(1,035,760)</u>
<b>Total assets less current liabilities</b>		<u>(2,732,784)</u>	<u>(1,035,017)</u>
<b>Net liabilities</b>		<u><u>(2,732,784)</u></u>	<u><u>(1,035,017)</u></u>
<b>Capital and reserves</b>			
Called up share capital	9	100	100
Profit and loss account		(2,732,884)	(1,035,117)
		<u>(2,732,784)</u>	<u>(1,035,017)</u>

The financial statements have been prepared in accordance with the provisions applicable to companies subject to the small companies regime and in accordance with the provisions of FRS 102 Section 1A - small entities.

The financial statements have been delivered in accordance with the provisions applicable to companies subject to the small companies regime.

The Company has opted not to file the statement of comprehensive income in accordance with provisions applicable to companies subject to the small companies' regime.

The financial statements were approved and authorised for issue by the board and were signed on its behalf on 27 April 2021.

.....  
**B Papadimitriou**  
 Director

The notes on pages 2 to 8 form part of these financial statements.

**NOTES TO THE FINANCIAL STATEMENTS  
FOR THE YEAR ENDED 30 APRIL 2020**

---

**1. General information**

Iugis (UK) Limited is a private company limited by shares and incorporated in England. Its registered office is at 64 New Cavendish Street, London, W1G 8TB.

**2. Accounting policies**

**2.1 Basis of preparation of financial statements**

The financial statements have been prepared under the historical cost convention unless otherwise specified within these accounting policies and in accordance with Section 1A of Financial Reporting Standard 102, the Financial Reporting Standard applicable in the UK and the Republic of Ireland and the Companies Act 2006.

The following principal accounting policies have been applied:

**2.2 Going concern**

In assessing the ability of the company to operate as a going concern, management have evaluated current and forecasted operational results, and the solvency of the company. Given that the company is in a net deficit position, the beneficial owner and connected companies have given assurance to continue to provide adequate funds to meet the company's obligations, and not to demand repayment of any funds due to him, until the company is in a financial position to do so. As a result, the director considers it appropriate to prepare the financial statements on a going concern basis.

The impact of COVID-19 on the business has been assessed by management and this is primarily linked to the company's hospitality sector customer base. Management have taken action to diversify the business towards sectors that are not adversely impacted by COVID-19 to the same extent. Management believes that this strategy will help to limit the impact of COVID-19 in the future. Accordingly, the director has continued to prepare the financial statements on the going concern basis.

NOTES TO THE FINANCIAL STATEMENTS  
FOR THE YEAR ENDED 30 APRIL 2020

---

2. Accounting policies (continued)

2.3 Revenue

Revenue is recognised to the extent that it is probable that the economic benefits will flow to the Company and the revenue can be reliably measured. Revenue is measured as the fair value of the consideration received or receivable, excluding discounts, rebates, value added tax and other sales taxes. The following criteria must also be met before revenue is recognised:

**Sale of goods**

Revenue from the sale of goods is recognised when all of the following conditions are satisfied:

- the Company has transferred the significant risks and rewards of ownership to the buyer;
- the Company retains neither continuing managerial involvement to the degree usually associated with ownership nor effective control over the goods sold;
- the amount of revenue can be measured reliably;
- it is probable that the Company will receive the consideration due under the transaction; and
- the costs incurred or to be incurred in respect of the transaction can be measured reliably.

**Rendering of services**

Revenue from a contract to provide services is recognised in the period in which the services are provided in accordance with the stage of completion of the contract when all of the following conditions are satisfied:

- the amount of revenue can be measured reliably;
- it is probable that the Company will receive the consideration due under the contract;
- the stage of completion of the contract at the end of the reporting period can be measured reliably; and
- the costs incurred and the costs to complete the contract can be measured reliably.

2.4 Tangible fixed assets

Tangible fixed assets under the cost model are stated at historical cost less accumulated depreciation and any accumulated impairment losses. Historical cost includes expenditure that is directly attributable to bringing the asset to the location and condition necessary for it to be capable of operating in the manner intended by management.

NOTES TO THE FINANCIAL STATEMENTS  
FOR THE YEAR ENDED 30 APRIL 2020

---

**2. Accounting policies (continued)**

**2.4 Tangible fixed assets (continued)**

Depreciation is charged so as to allocate the cost of assets less their residual value over their estimated useful lives, using the straight-line method.

Depreciation is provided on the following basis:

Plant and machinery	-	20%
Motor vehicles	-	25%
Computer equipment	-	33%

The assets' residual values, useful lives and depreciation methods are reviewed, and adjusted prospectively if appropriate, or if there is an indication of a significant change since the last reporting date.

Gains and losses on disposals are determined by comparing the proceeds with the carrying amount and are recognised in profit or loss.

**2.5 Stocks**

Stocks are stated at the lower of cost and net realisable value, being the estimated selling price less costs to complete and sell. Cost is based on the cost of purchase on a first in, first out basis.

At each reporting date, stocks are assessed for impairment. If stock is impaired, the carrying amount is reduced to its selling price less costs to complete and sell. The impairment loss is recognised immediately in profit or loss.

**2.6 Debtors**

Short term debtors are measured at transaction price, less any impairment. Loans receivable are measured initially at fair value, net of transaction costs, and are measured subsequently at amortised cost using the effective interest method, less any impairment.

**2.7 Cash and cash equivalents**

Cash is represented by cash in hand and deposits with financial institutions repayable without penalty on notice of not more than 24 hours. Cash equivalents are highly liquid investments that mature in no more than three months from the date of acquisition and that are readily convertible to known amounts of cash with insignificant risk of change in value.

**2.8 Creditors**

Short term creditors are measured at the transaction price. Other financial liabilities, including bank loans, are measured initially at fair value, net of transaction costs, and are measured subsequently at amortised cost using the effective interest method.

NOTES TO THE FINANCIAL STATEMENTS  
FOR THE YEAR ENDED 30 APRIL 2020

---

**2. Accounting policies (continued)**

**2.9 Foreign currency translation**

**Functional and presentation currency**

The Company's functional and presentational currency is GBP.

**Transactions and balances**

Foreign currency transactions are translated into the functional currency using the spot exchange rates at the dates of the transactions.

At each period end foreign currency monetary items are translated using the closing rate. Non-monetary items measured at historical cost are translated using the exchange rate at the date of the transaction and non-monetary items measured at fair value are measured using the exchange rate when fair value was determined.

**2.10 Operating leases: the Company as lessee**

Rentals paid under operating leases are charged to profit or loss on a straight line basis over the lease term.

**2.11 Pensions**

**Defined contribution pension plan**

The Company operates a defined contribution plan for its employees. A defined contribution plan is a pension plan under which the Company pays fixed contributions into a separate entity. Once the contributions have been paid the Company has no further payment obligations.

The contributions are recognised as an expense in profit or loss when they fall due. Amounts not paid are shown in accruals as a liability in the Statement of financial position. The assets of the plan are held separately from the Company in independently administered funds.

**2.12 Interest income**

Interest income is recognised in profit or loss using the effective interest method.

**3. Employees**

The average monthly number of employees, including directors, during the year was 9 (2019 - 3).

IUGIS (UK) LIMITED

NOTES TO THE FINANCIAL STATEMENTS  
FOR THE YEAR ENDED 30 APRIL 2020

4. Tangible fixed assets

	Plant and machinery	Motor vehicles	Computer equipment	Total
	£	£	£	£
<b>Cost or valuation</b>				
At 1 May 2019	-	-	2,084	2,084
Additions	397,797	34,746	22,849	455,392
At 30 April 2020	<u>397,797</u>	<u>34,746</u>	<u>24,933</u>	<u>457,476</u>
<b>Depreciation</b>				
At 1 May 2019	-	-	1,341	1,341
Charge for the year on owned assets	38,466	1,258	6,135	45,859
At 30 April 2020	<u>38,466</u>	<u>1,258</u>	<u>7,476</u>	<u>47,200</u>
<b>Net book value</b>				
At 30 April 2020	<u>359,331</u>	<u>33,488</u>	<u>17,457</u>	<u>410,276</u>
<i>At 30 April 2019</i>	<u>-</u>	<u>-</u>	<u>743</u>	<u>743</u>

5. Stocks

	2020	2019
	£	£
Stocks	632,081	88,824
	<u>632,081</u>	<u>88,824</u>

IUGIS (UK) LIMITED

NOTES TO THE FINANCIAL STATEMENTS  
FOR THE YEAR ENDED 30 APRIL 2020

6. Debtors

	2020 £	2019 £
<b>Due after more than one year</b>		
Other debtors	119,500	-
	<u>119,500</u>	<u>-</u>
	2020 £	2019 £
<b>Due within one year</b>		
Trade debtors	95,574	145,840
Other debtors	110,334	26,616
Prepayments and accrued income	206,741	4,004
	<u>412,649</u>	<u>176,460</u>

7. Cash and cash equivalents

	2020 £	2019 £
Cash at bank and in hand	351,124	415,150
	<u>351,124</u>	<u>415,150</u>

8. Creditors: Amounts falling due within one year

	2020 £	2019 £
Trade creditors	285,511	274,166
Other taxation and social security	16,117	19,703
Other creditors	4,121,786	1,419,325
Accruals and deferred income	235,000	3,000
	<u>4,658,414</u>	<u>1,716,194</u>



---

IUGIS (UK) LIMITED

---

NOTES TO THE FINANCIAL STATEMENTS  
FOR THE YEAR ENDED 30 APRIL 2020

---

9. Share capital

	2020	2019
	£	£
<b>Allotted, called up and fully paid</b>		
100 (2019 - 100) Ordinary shares of £1.00 each	<u>100</u>	<u>100</u>

10. Pension commitments

The Company operates a defined contributions pension scheme. The assets of the scheme are held separately from those of the Company in an independently administered fund. The pension cost charge represents contributions payable by the Company to the fund and amounted to £7,301 (2019: £4,256). Contributions totalling £1,568 (2019: £3,578) were payable to the fund at the reporting date and are included in creditors.

11. Related party transactions

Included within Trade Creditors is an amount of £244,432 (2019: £244,432) due to a company under common control.

Included within Other Creditors is an amount of £54,192 (2019: £81,692) due to the director.

Included within Other Creditors is an amount of £4,066,027 (2019: £1,311,962) due to companies under common control.

Included within Other Debtors, is an amount of £65,798 (2019: £nil) due from a company under common control.

During the year, corporate recharges of £158,224 (2019: £nil) were charged by a company under common control.

During the year, machines were sold to companies under common control totalling £50,487. The transactions were made on an arms lengths basis.

12. Controlling party

B Papadimitriou is the ultimate controlling party.

13. Auditors' information

The auditors' report on the financial statements for the year ended 30 April 2020 was unqualified.

The audit report was signed on 27 April 2021 by Stephen Haffner (Senior statutory auditor) on behalf of Harris & Trotter LLP.

This document was delivered using electronic communications and authenticated in accordance with the registrar's rules relating to electronic form, authentication and manner of delivery under section 1072 of the Companies Act 2006.



Strictly confidential

---

## iugis Holdings Limited (formerly known as Orca Enviro Holdings Limited)

# FILE COPY



## CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company Number **11123437**

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

**ORCA ENVIRO HOLDINGS LIMITED**

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 December 2017**



\* N111234379 \*



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



Application to register a company



Received for filing in Electronic Format on the: **21/12/2017**

X6LQVBE0

*Company Name in full:* **ORCA ENVIRO HOLDINGS LIMITED**

*Company Type:* **Private company limited by shares**

*Situation of Registered Office:* **England and Wales**

*Proposed Registered Office Address:* **64 NEW CAVENDISH STREET  
LONDON  
UNITED KINGDOM W1G 8TB**

*Sic Codes:* **64205  
70221**

## *Proposed Officers*

---

*Company Director*      **1**

*Type:*                          **Person**

*Full Forename(s):*           **BASILE**

*Surname:*                      **PAPADIMITRIOU**

*Service Address:*           **64 NEW CAVENDISH STREET**  
**LONDON**  
**UNITED KINGDOM W1G 8TB**

*Country/State Usually*      **AUSTRALIA**  
*Resident:*

*Date of Birth:*    **\*\*/08/1972**                          *Nationality:*      **AUSTRALIAN**

*Occupation:*      **DIRECTOR**

*The subscribers confirm that the person named has consented to act as a director.*

## *Statement of Capital (Share Capital)*

---

<i>Class of Shares:</i>	<b>ORDINARY</b>	<i>Number allotted</i>	<b>1</b>
<i>Currency:</i>	<b>GBP</b>	<i>Aggregate nominal value:</i>	<b>1</b>
<i>Prescribed particulars</i>			

**FULL RIGHTS TO RECEIVE NOTICE OF, ATTEND AND VOTE AT GENERAL MEETINGS. ONE SHARE CARRIES ONE VOTE, AND FULL RIGHTS TO DIVIDENDS AND CAPITAL DISTRIBUTIONS (INCLUDING UPON WINDING UP).**

---

### **Statement of Capital (Totals)**

---

<i>Currency:</i>	<b>GBP</b>	<i>Total number of shares:</i>	<b>1</b>
		<i>Total aggregate nominal value:</i>	<b>1</b>
		<i>Total aggregate unpaid:</i>	<b>1</b>

## *Initial Shareholdings*

---

*Name:* **BASILE PAPADIMITRIOU**

*Address* **64 NEW CAVENDISH  
STREET  
LONDON  
UNITED KINGDOM  
W1G 8TB**

*Class of Shares:* **ORDINARY**

*Number of shares:* **1**

*Currency:* **GBP**

*Nominal value of each  
share:* **1**

*Amount unpaid:* **1**

*Amount paid:* **0**



## *Persons with Significant Control (PSC)*

---

---

### **Statement of initial significant control**

---

**On incorporation, there will be someone who will count as a Person with Significant Control (either a registerable person or relevant legal entity (RLE)) in relation to the company**

---

## *Individual Person with Significant Control details*

---

*Names:* **BASILE PAPADIMITRIOU**

*Country/State Usually Resident:* **AUSTRALIA**

*Date of Birth:* **\*\*/08/1972** *Nationality:* **AUSTRALIAN**

*Service Address:* **64 NEW CAVENDISH STREET  
LONDON  
UNITED KINGDOM  
W1G 8TB**

*The subscribers confirm that each person named as an individual PSC in this application knows that their particulars are being supplied as part of this application.*

<i>Nature of control</i>	<b>The person holds, directly or indirectly, 75% or more of the shares in the company.</b>
<i>Nature of control</i>	<b>The person holds, directly or indirectly, 75% or more of the voting rights in the company.</b>
<i>Nature of control</i>	<b>The person has the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company.</b>

## *Statement of Compliance*

---

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

*Name:* **BASILE PAPADIMITRIOU**  
*Authenticated* **YES**

---

## **Authorisation**

*Authoriser Designation:* **subscriber** *Authenticated* **YES**

---

**COMPANY HAVING A SHARE CAPITAL**

**MEMORANDUM OF ASSOCIATION**

**OF**

**ORCA ENVIRO HOLDINGS LIMITED**

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
-------------------------	-----------------------------------

---

BASILE PAPADIMITRIOU

---

Dated 21/12/2017



**Articles of Association**  
**Of**  
**ORCA ENVIRO HOLDINGS LIMITED**

**PART 1**

**INTERPRETATION AND LIMITATION OF LIABILITY**

**1 Defined terms**

1.1 In these articles, unless the context requires otherwise:

**appointor** has the meaning given to that term in Article 17.1;

**articles** means the company's articles of association for the time being in force;

**Articles** means the articles of association set out in this document which, together with the Model Articles (as modified or excluded by this document) forming part of the articles, and Article shall be construed accordingly;

**call** has the meaning given to that term in Article 26.1;

**call notice** has the meaning given to that term in Article 26.1;

**call payment date** has the meaning given to that term in Article 29.2.1;

**company's lien** has the meaning given to that term in Article 24;

**Clear Days** means (in relation to the period of a notice) 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;

**Conflict** has the meaning given to that term in Article 11.2;

**conflicted director** means a director who has, or could have, a Conflict in a situation involving the company and consequently whose vote is not to be counted in any vote to authorise such Conflict and who is not to be counted as participating in the quorum for the meeting (or part of the meeting) at which such matter is to be voted upon;

**corporate representative** has the meaning given to that term in Article 54;

**Excess Securities** has the meaning given to that term in Article 22.3.2;

**holder in relation to shares** means the person whose name is entered in the register of members as the holder of the shares or, in the case of a share in respect of which a share warrant has been issued (and not cancelled), the person in possession of that warrant;

**lien enforcement notice** has the meaning given to that term in Article 25;

**Model Articles** means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2009/3229) as amended prior to the date of adoption of these articles;

**non-conflicted director** means any director who is not a conflicted director;

**partly-paid in relation to a share** means that part of that share's nominal value or any premium at which it was issued has not been paid to the company;

**proxy notification address** has the meaning given to that term in Article 53.1;

**relevant officer** has the meaning given to that term in Articles 58.3.2 or 59.2.1, as the case may be;

**relevant loss** has the meaning given to that term in Article 59.2.2;

**relevant rate** has the meaning given to that term in Article 29.2.2;

**transfer or transferring** has the meaning given to those terms respectively in Article 37.1;

**United Kingdom** means Great Britain and Northern Ireland; and

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Companies Act 2006 as in force on the date when these Articles become binding on the company shall have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time and shall include any orders, regulations or subordinate legislation from time to time made under it and any amendment or re-enactment of it or any such orders, regulations or subordinate legislation for the time being in force.
- 1.5 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.6 The Model Articles shall apply to the company, except in so far as they are modified or excluded by these Articles.
- 1.7 Articles 7, 8, 11(2) and (3), 13(2), 14(1) to (4) inclusive, 17(2), 19(5), 21, 26(5), 44(4), 45(1), 46(3), 52 and 53 of the Model Articles shall not apply to the company.



## PART 2

### DIRECTORS

#### DIRECTORS' POWERS AND RESPONSIBILITIES

##### 2 **Directors' general authority**

Article 3 of the Model Articles shall be amended by the insertion of the words "and to the applicable provisions for the time being of the Companies Acts", after the phrase "subject to the articles".

##### 3 **Change of Company name**

Without prejudice to the generality of Article 2, the directors may resolve in accordance with Article 5 to change the Company's name.

##### 4 **Committees**

Where a provision of the articles refers to the exercise of a power, authority or discretion by the directors and that power, authority or discretion has been delegated by the directors to a committee, the provision shall be construed as permitting the exercise of power, authority or discretion by the committee.

#### DECISION-MAKING BY DIRECTORS

##### 5 **Directors to take decisions collectively**

5.1 The general rule about decision-making by directors is that any decision of the directors must be taken as a majority decision at a meeting or as a directors' written resolution in accordance with Article 6 (Directors' written resolutions) or otherwise as a unanimous decision taken in accordance with Article 7 (Unanimous decisions).

5.2 If:

5.2.1 the company only has one director for the time being, and

5.2.2 no provision of the articles requires it to have more than one director,

the general rule does not apply, and the director may (for so long as he remains the sole director) take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

5.3 Subject to the articles, each director participating in a directors' meeting has one vote.

## 6 **Directors' written resolutions**

- 6.1 Any director may propose a directors' written resolution by giving notice in writing of the proposed resolution to each of the other directors (including alternate directors).
- 6.2 If the company has appointed a company secretary, the company secretary must propose a directors' written resolution if a director so requests by giving notice in writing to each of the other directors (including alternate directors).
- 6.3 Notice of a proposed directors' written resolution must indicate:
  - 6.3.1 the proposed resolution; and
  - 6.3.2 the time by which it is proposed that the directors should adopt it.
- 6.4 A proposed directors' written resolution is adopted when a majority of the non-conflicted directors (or their alternates) have signed one or more copies of it, provided that those directors (or their alternates) would have formed a quorum at a directors' meeting were the resolution to have been proposed at such meeting.
- 6.5 Once a directors' written resolution has been adopted, it must be treated as if it had been a decision taken at a directors' meeting in accordance with the articles.

## 7 **Unanimous decisions**

- 7.1 A decision of the directors is taken in accordance with this Article 7 when all non-conflicted directors indicate to each other by any means that they share a common view on a matter.
- 7.2 A decision may not be taken in accordance with this Article 7.2 if the non-conflicted directors would not have formed a quorum at a directors' meeting had the matter been proposed as a resolution at such a meeting.
- 7.3 Once a directors' unanimous decision is taken in accordance with this Article 7 it must be treated as if it had been a decision taken at a directors' meeting in accordance with the Articles.

## 8 **Calling a directors' meeting**

- 8.1 Article 9 of the Model Articles shall be amended by:
  - 8.1.1 inserting the words "each of" before the words "the directors";
  - 8.1.2 by inserting the phrase "(including alternate directors) ,whether or not he is absent from the UK," after the words "the directors";
  - 8.1.3 by inserting the words "subject to article 9.4" at the beginning of article 9(3) of the Model Articles; and
  - 8.1.4 by inserting the words "prior to or up to and including" before the words "not more than seven days" in article 9(4) of the Model Articles.

## 9 **Chairman's casting vote at directors' meetings**

- 9.1 Article 13(1) of the Model Articles shall be amended by the insertion of the words "at a meeting of directors" after the word "proposal".
- 9.2 Article 13(1) of the Model Articles (as amended by Article 9.1) does not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the articles, the chairman or other director chairing the meeting is a conflicted director for the purposes of that meeting (or that part of that meeting at which the proposal is voted upon).

## 10 **Quorum for directors' meetings**

- 10.1 Subject to Article 10.2, the quorum for the transaction of business at a meeting of directors may be fixed from time to time by a decision of the directors but it must never be less than two directors, and unless otherwise fixed it is two. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum. If and so long as there is a sole director, he may exercise all the powers and authorities vested in the directors by these articles and accordingly the quorum for the transaction of business in these circumstances shall be one.
- 10.2 For the purposes of any meeting (or part of a meeting) held pursuant to Article 11 (Directors' conflicts of interests) to authorise a director's Conflict, if there is only one non-conflicted director in office in addition to the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one non-conflicted director.

## 11 **Directors' conflicts of interests**

- 11.1 For the purposes of this Article 11, a **conflict of interest** includes a conflict of interest and duty and a conflict of duties, and interest includes both direct and indirect interests.
- 11.2 The directors may, in accordance with the requirements set out in this Article 11, authorise any matter proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of the Companies Act 2006 to avoid conflicts of interest (such matter being hereinafter referred to as a **Conflict**).
- 11.3 A director seeking authorisation in respect of a Conflict shall declare to the other directors the nature and extent of his interest in a Conflict as soon as is reasonably practicable. The director shall provide the other directors with such details of the relevant matter as are necessary for the other directors to decide how to address the Conflict, together with such other information as may be requested by the other directors.
- 11.4 Any authorisation under this Article 11 will be effective only if:
- 11.4.1 the matter in question shall have been proposed by any director for consideration at a meeting of directors in the same way that any other matter may be proposed to the directors under the provisions of these articles or in such other manner as the directors may determine;

- 11.4.2 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 and any other conflicted director(s); and
  - 11.4.3 the matter was agreed to without the director and any other conflicted director(s) voting or would have been agreed to if their votes had not been counted.
- 11.5 Any authorisation of a Conflict under this Article 11 may (whether at the time of giving the authorisation or subsequently):
- 11.5.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the Conflict so authorised;
  - 11.5.2 be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine; or
  - 11.5.3 be terminated or varied by the directors at any time.
- This will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation.
- 11.6 In authorising a Conflict 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 the Conflict 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:
- 11.6.1 disclose such information to the directors or to any director or other officer or employee of the company; or
  - 11.6.2 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.
- 11.7 Where the directors authorise a Conflict they may provide, without limitation (whether at the time of giving the authorisation or subsequently) that the director:
- 11.7.1 is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict;
  - 11.7.2 is not given any documents or other information relating to the Conflict;
  - 11.7.3 may or may not vote (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.
- 11.8 Where the directors authorise a Conflict:
- 11.8.1 the director will be obliged to conduct himself in accordance with any terms, limits and/or conditions imposed by the directors in relation to the Conflict;

- 11.8.2 the director will not infringe any duty he owes to the company by virtue of sections 171 to 177 of the Companies Act 2006 provided he acts in accordance with such terms, limits and/or conditions (if any) as the directors impose in respect of its authorisation.
- 11.9 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the company for any remuneration, profit or other benefit which he receives as director or other officer or employee of the Company's subsidiaries or of any other body corporate in which the Company is interested or which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Companies Act 2006.
- 11.10 Subject to the applicable provisions for the time being of the Companies Acts and to any terms, limits and/or conditions imposed by the directors in accordance with Article 11.5.2, and provided that he has disclosed to the directors the nature and extent of any interest of his in accordance with the Companies Acts, a director notwithstanding his office:
- 11.10.1 may be a party to, or otherwise interested in, any contract, transaction or arrangement with the company or in which the company is otherwise interested;
- 11.10.2 shall be counted as participating for voting and quorum purposes in any decision in connection with any proposed or existing transaction or arrangement with the company, in which he is in any way directly or indirectly interested;
- 11.10.3 may act by himself or his firm in a professional capacity for the company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
- 11.10.4 may be a director or other officer of, or employed by, or a party to any contract, transaction or arrangement with, or otherwise interested in, any body corporate promoted by the company or in which the company is otherwise interested; and
- 11.10.5 shall not, by reason of his office, be accountable to the company for any benefit which he (or anyone connected with him (as defined in section 252 of the Companies Act 2006) derives from any such office or employment or from any such contract, transaction or arrangement or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit, nor shall the receipt of any such remuneration or benefit constitute a breach of his duty under section 176 of the Companies Act 2006.

12 **Records of decisions to be kept**

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

**APPOINTMENT OF DIRECTORS**

13 **Number of directors**

Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum but shall not be less than one.

14 **Methods of appointing directors**

14.1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:

14.1.1 by ordinary resolution, or

14.1.2 by a decision of the directors.

14.2 In any case where, as a result of death or bankruptcy, the company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against him (as the case may be) shall have the right, by notice in writing, to appoint a person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director.

14.3 For the purposes of Article 14.2, where two or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder.

15 **Termination of director's appointment**

Article 18(c) of the Model Articles shall be amended by the addition of the words "and the Company resolves that his office be vacated" at the end of the sub-Article.

16 **Directors' expenses**

Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors) and the secretary (if any)" before the words "properly incur".

**ALTERNATE DIRECTORS**

17 **Appointment and removal of alternate directors**

17.1 Any director (**appointor**) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:

17.1.1 exercise that director's powers; and

17.1.2 carry out that director's responsibilities,

- 17.1.3 in relation to the taking of decisions by the directors in the absence of the alternate's appointor.
- 17.2 Any appointment or removal of an alternate must be effected by notice in writing to the company signed by the appointor, or in any other manner approved by the directors.
- 17.3 The notice must:
  - 17.3.1 identify the proposed alternate; and
  - 17.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.

**18 Rights and responsibilities of alternate directors**

- 18.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor.
- 18.2 Except as the articles specify otherwise, alternate directors:
  - 18.2.1 are deemed for all purposes to be directors;
  - 18.2.2 are liable for their own acts and omissions;
  - 18.2.3 are subject to the same restrictions as their appointors (including those set out in sections 172 to 177 CA 2006 inclusive and Article 11); and
  - 18.2.4 are not deemed to be agents of or for their appointors,

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a shareholder.
- 18.3 A person who is an alternate director but not a director:
  - 18.3.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating and provided that no alternate may be counted as more than one director for these purposes);
  - 18.3.2 may participate in a unanimous decision of the directors (but only if his appointor does not participate); and
  - 18.3.3 may sign a written resolution (but only if it is not signed or to be signed by that person's appointor).
- 18.4 A director who is also an alternate director is entitled, in the absence of any of his appointors, to a separate vote on behalf of that appointor, in addition to his own vote on any decision of the directors but he shall count as only one for the purpose of determining whether a quorum is present.

18.5 An alternate director is not entitled to receive any remuneration from the company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the company.

**19 Termination of alternate directorship**

An alternate director's appointment as an alternate for any appointor terminates:

19.1 when that appointor revokes the appointment by notice to the company in writing specifying when it is to terminate;

19.2 when notification is received by the Company from the alternate that the alternate is resigning as alternate for that appointor and such resignation has taken effect in accordance with its terms;

19.3 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to that appointor, would result in the termination of that appointor's appointment as a director;

19.4 on the death of that appointor; or

19.5 when the alternate's appointor's appointment as a director terminates.

**SECRETARY**

**20 Appointment and removal of secretary**

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration, and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

**PART 3**

**SHARES AND DISTRIBUTIONS**

**SHARES**

**21 Further issues of shares: authority**

21.1 The following paragraphs of this Article 21 shall not apply to a private company with only one class of shares.

21.2 Subject to Article 21.1 and save to the extent authorised by these articles, or authorised from time to time by an ordinary resolution of the shareholders, the directors shall not exercise any power to allot shares or to grant rights to subscribe for, or to convert any security into, any shares in the company.

21.3 Subject to the remaining provisions of this Article 21 and to Article 22 (Further issues of shares: pre-emption rights) and to any directions which may be given by the company in general meeting, the directors are generally and unconditionally authorised, for the purpose of section 551 of the Companies Act 2006 to exercise any power of the company to:



- 21.3.1 offer or allot;
- 21.3.2 grant rights to subscribe for or to convert any security into;
- 21.3.3 otherwise create, deal in, or dispose of,

any shares in the company to any person, at any time and subject to any terms and conditions as the directors think proper.

21.4 The authority referred to in Article 21.3:

- 21.4.1 shall be limited to a maximum nominal value of £1,000;
- 21.4.2 shall only apply insofar as the company has not renewed, waived or revoked it by ordinary resolution; and
- 21.4.3 may only be exercised for a period of five years commencing on the date on which the company is incorporated or these articles are adopted whichever is 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 authority (and the directors may allot shares in pursuance of an offer or agreement as if such authority had not expired).

## 22 Further issues of shares: pre-emption rights

- 22.1 In accordance with section 567(1) of the Companies Act 2006, sections 561 and 562 of the Companies Act 2006 shall not apply to an allotment of equity securities (as defined in section 560(1) of the Companies Act 2006) made by the company.
- 22.2 Unless otherwise agreed by special resolution, if the company proposes to allot any equity securities, those equity securities shall not be allotted to any person unless the company has first offered them to all shareholders on the date of the offer on the same terms, and at the same price, as those equity securities are being offered to such other person on a pari passu basis and pro rata to the nominal value of shares held by those shareholders (as nearly as possible without involving fractions).
- 22.3 The offer:
  - 22.3.1 shall be in writing, shall be open for acceptance for a period of fifteen working days from the date of the offer and shall give details of the number and subscription price of the relevant equity securities; and
  - 22.3.2 may stipulate that any shareholder who wishes to subscribe for a number of equity securities in excess of the proportion to which he is entitled shall, in his acceptance, state the number of excess equity securities (**Excess Securities**) for which he wishes to subscribe.

- 22.4 Any equity securities not accepted by shareholders pursuant to the offer made to them in accordance with Articles 22.1 and 22.2 shall be used for satisfying any requests for Excess Securities made pursuant to Article 22.3.2. If there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allotted to the applicants as nearly as practicable in the proportion that the number of Excess Securities each shareholder indicated he would accept bears to the total number of Excess Securities applied for (as nearly as possible without involving fractions or increasing the number of Excess Securities allotted to any shareholder beyond that applied for by him). After that allotment, any Excess Securities remaining shall be offered to any other person as the directors may determine, at the same price and on the same terms as the offer to the shareholders.

## 23 **Variation of class rights**

- 23.1 Whenever the capital of the company is divided into different classes of shares, the special rights attached to any class may only be varied or abrogated, either whilst the company is a going concern or during or in contemplation of a winding up, with the consent of the holders of the issued shares of that class given in accordance with Article 23.2.

- 23.2 The consent of the holders of a class of shares may be given by:

23.2.1 a special resolution passed at a separate general meeting of the holders of the issued shares of that class; or

23.2.2 a written resolution in any form signed by or on behalf of the holders of three-quarters in nominal value of the issued shares of that class,

but not otherwise. To every such meeting, all the provisions of these articles and the Companies Act 2006 relating to general meetings of the company shall apply (with such amendments as may be necessary to give such provisions efficacy) but so that the necessary quorum shall be two holders of shares of the relevant class present in person or by proxy and holding or representing not less than one third in nominal value of the issued shares of the relevant class; that every holder of shares of the class shall be entitled on a poll to one vote for every such share held by him; and that any holder of shares of the class, present in person or by proxy or (being a corporation) by a duly authorised representative, may demand a poll. If at any adjourned meeting of such holders such a quorum as aforesaid is not present, not less than one holder who is present in person or by proxy or (being a corporation) by a duly authorised representative shall be a quorum.

## 24 **Company's lien over shares**

The company has a lien (**company's lien**) over every share, whether or not fully paid, which is registered in the name of any person indebted or under any liability to the company, whether he is the sole registered holder of the share or one of several joint holders, for all monies payable by him (either alone or jointly with any other person) to the company, whether payable immediately or at some time in the future and whether or not a call notice has been sent in respect of it.

- 24.1 The company's lien over a share:
- 24.1.1 takes priority over any third party's interest in that share, and
  - 24.1.2 extends to any dividend or other money payable by the company in respect of that share and (if the lien is enforced and the share is sold by the company) the proceeds of sale of that share.
- 24.2 The directors may at any time decide that a share which is or would otherwise be subject to the company's lien shall not be subject to it, either wholly or in part.

25 **Enforcement of the company's lien**

- 25.1 Subject to the provisions of this Article 25, if:
- 25.1.1 a lien enforcement notice has been given in respect of a share, and
  - 25.1.2 the person to whom the notice was given has failed to comply with it,
- the company may sell that share in accordance with Article 33.5.
- 25.2 A lien enforcement notice:
- 25.2.1 may only be given in respect of a share which is subject to the company's lien, in respect of which a sum is payable and the due date for payment of that sum has passed;
  - 25.2.2 must specify the share concerned;
  - 25.2.3 must be in writing and require payment of the sum payable within fourteen days of the notice;
  - 25.2.4 must be addressed either to the holder of the share or to a transferee of that holder; and
  - 25.2.5 must state the company's intention to sell the share if the notice is not complied with.
- 25.3 Where shares are sold under this Article 25:
- 25.3.1 the directors may authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser, and
  - 25.3.2 the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale.
- 25.4 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied:
- 25.4.1 first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice,

25.4.2 second, to the person entitled to the shares at the date of the sale, but only after the certificate for the shares sold has been surrendered to the company for cancellation or an indemnity in a form reasonably satisfactory to the directors has been given for any lost certificates, and subject to a lien equivalent to the company's lien for any money payable (whether payable immediately or at some time in the future) as existed over the shares before the sale in respect of all shares registered in the name of such person (whether as the sole registered holder or as one of several joint holders) after the date of the lien enforcement notice.

25.5 A statutory declaration by a director or the company secretary (if any) that the declarant is a director or the company secretary (as the case may be) and that a share has been sold to satisfy the company's lien on a specified date:

25.5.1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share, and

25.5.2 subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the share.

## 26 **Call notices**

26.1 Subject to the articles and the terms on which shares are allotted, the directors may send a notice (**call notice**) to a shareholder requiring the shareholder to pay the company a specified sum of money (**call**) which is payable by that member to the Company at the date when the directors decide to send the call notice.

26.2 A call notice:

26.2.1 must be in writing;

26.2.2 may not require a shareholder to pay a call which exceeds the total amount of his indebtedness or liability to the company;

26.2.3 must state when and how any call to which it relates it is to be paid; and

26.2.4 may permit or require the call to be paid by instalments.

26.3 A shareholder must comply with the requirements of a call notice, but no shareholder is obliged to pay any call before fourteen days have passed since the notice was sent.

26.4 Before the company has received any call due under a call notice the directors may:

26.4.1 revoke it wholly or in part, or

26.4.2 specify a later time for payment than is specified in the notice,

by a further notice in writing to the shareholder in respect of whose shares the call is made.

27 **Liability to pay calls**

- 27.1 Liability to pay a call is not extinguished or transferred by transferring the shares in respect of which it is required to be paid.
- 27.2 Joint holders of a share are jointly and severally liable to pay all calls in respect of that share.
- 27.3 Subject to the terms on which shares are allotted, the directors may, when issuing shares, provide that call notices sent to the holders of those shares may require them:
  - 27.3.1 to pay calls which are not the same, or
  - 27.3.2 to pay calls at different times.

28 **When call notice need not be issued**

- 28.1 A call notice need not be issued in respect of sums which are specified, in the terms on which a share is issued, as being payable to the company in respect of that share:
  - 28.1.1 on allotment;
  - 28.1.2 on the occurrence of a particular event; or
  - 28.1.3 on a date fixed by or in accordance with the terms of issue.
- 28.2 But if the due date for payment of such a sum has passed and it has not been paid, the holder of the share concerned is treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture.

29 **Failure to comply with call notice: automatic consequences**

- 29.1 If a person is liable to pay a call and fails to do so by the call payment date:
  - 29.1.1 the directors may issue a notice of intended forfeiture to that person, and
  - 29.1.2 until the call is paid, that person must pay the company interest on the call from the call payment date at the relevant rate.
- 29.2 For the purposes of this Article 29:
  - 29.2.1 the **call payment date** is the time when the call notice states that a call is payable, unless the directors give a notice in writing specifying a later date, in which case the **call payment date** is that later date;
  - 29.2.2 the **relevant rate** is:
    - 29.2.2.1 the rate fixed by the terms on which the share in respect of which the call is due was allotted;

29.2.2.2 such other rate as was fixed in the call notice which required payment of the call, or has otherwise been determined by the directors; or

29.2.2.3 if no rate is fixed in either of these ways, five per cent. (5%) per annum.

29.3 The relevant rate must not exceed by more than five percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998.

29.4 The directors may waive any obligation to pay interest on a call wholly or in part.

### 30 **Notice of intended forfeiture**

30.1 A notice of intended forfeiture:

30.1.1 must be in writing;

30.1.2 may be sent in respect of any share in respect of which a call has not been paid as required by a call notice;

30.1.3 must be sent to the holder of that share (or, in the case of joint holders of a share in accordance with Article 56.3) or to a transmittee of that holder in accordance with Article 56.4;

30.1.4 must require payment of the call and any accrued interest and all expenses that may have been incurred by the company by reason of such non-payment by a date which is not less than fourteen days after the date of the notice;

30.1.5 must state how the payment is to be made; and

30.1.6 must state that if the notice is not complied with, the shares in respect of which the call is payable will be liable to be forfeited.

### 31 **Directors' power to forfeit shares**

If a notice of intended forfeiture is not complied with before the date by which payment of the call is required in the notice of intended forfeiture, the directors may decide that any share in respect of which it was given is forfeited, and the forfeiture is to include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.

### 32 **Effect of forfeiture**

32.1 Subject to the articles, the forfeiture of a share extinguishes:

32.1.1 all interests in that share, and all claims and demands against the company in respect of it, and

32.1.2 all other rights and liabilities incidental to the share as between the person whose share it was prior to the forfeiture and the company.

- 32.2 Any share which is forfeited in accordance with the articles:
- 32.2.1 is deemed to have been forfeited when the directors decide that it is forfeited;
  - 32.2.2 is deemed to be the property of the company; and
  - 32.2.3 may be sold, re-allotted or otherwise disposed of as the directors think fit in accordance with Article 33.5.
- 32.3 If a person's shares have been forfeited:
- 32.3.1 the company must send that person written notice that forfeiture has occurred and record it in the register of members;
  - 32.3.2 that person ceases to be a shareholder in respect of those shares;
  - 32.3.3 that person must surrender the certificate for the shares forfeited to the company for cancellation;
  - 32.3.4 that person remains liable to the company for all sums payable by that person under the articles at the date of forfeiture in respect of those shares, including any interest (whether accrued before or after the date of forfeiture); and
  - 32.3.5 the directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.
- 32.4 At any time before the company disposes of a forfeited share, the directors may decide to cancel the forfeiture on payment of all calls and interest due in respect of it and on such other terms as they think fit.

33 **Procedure following forfeiture**

- 33.1 If a forfeited share is to be disposed of by being transferred, the company may receive the consideration for the transfer and the directors may authorise any person to execute the instrument of transfer.
- 33.2 A statutory declaration by a director or the company secretary (if any) that the declarant is a director or the company secretary (as the case may be) and that a share has been forfeited on a specified date:
- 33.2.1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share, and
  - 33.2.2 subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the share.
- 33.3 A person to whom a forfeited share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the share.

33.4 If the company sells a forfeited share, the person who held it prior to its forfeiture is entitled to receive from the company the proceeds of such sale, net of any commission, and excluding any amount which:

33.4.1 was, or would have become, payable, and

33.4.2 had not, when that share was forfeited, been paid by that person in respect of that share,

but no interest is payable to such a person in respect of such proceeds and the company is not required to account for any money earned on them.

33.5 All shares to be sold in the enforcement of the company's lien or rights of forfeiture shall be offered in accordance with Article 38 (Transfer of Shares: General).

#### 34 **Surrender of shares**

34.1 A shareholder may surrender any share:

34.1.1 in respect of which the directors may issue a notice of intended forfeiture;

34.1.2 which the directors may forfeit; or

34.1.3 which has been forfeited.

34.2 The directors may accept the surrender of any such share.

34.3 The effect of surrender on a share is the same as the effect of forfeiture on that share.

34.4 A share which has been surrendered may be dealt with in the same way as a share which has been forfeited.

#### 35 **Payment of commission on subscription for shares**

35.1 The company may pay any person a commission in consideration for that person:

35.1.1 subscribing, or agreeing to subscribe, for shares; or

35.1.2 procuring, or agreeing to procure, subscriptions for shares.

35.2 Any such commission may be paid:

35.2.1 in cash, or in fully paid or partly paid shares or other securities or partly in one way and partly in the other; and

35.2.2 in respect of a conditional or an absolute subscription.



36 **Share certificates**

- 36.1 Article 24(2)(c) of the Model Articles shall be amended by:
- 36.1.1 the deletion of the word "fully" and the insertion of the words "extent to which" before the word "shares"; and
  - 36.1.2 the word "up" at the end of this Article 24(2)(c).

37 **Transfer of shares- general**

- 37.1 In these articles, a reference to the **transfer** of or **transferring** shares shall include any transfer, assignment, disposition or proposed or purported transfer, assignment or disposition:
- 37.1.1 of any share or shares of the company; or
  - 37.1.2 of any interest of any kind in any share or shares of the company; or
  - 37.1.3 of any right to receive or subscribe for any share or shares of the company.
- 37.2 The Directors may, in their absolute discretion, decline to register the transfer of a share whether or not it be a fully paid share.
- 37.3 If the directors refuse to register a transfer of a share they shall, as soon as practicable and in any event within two months after the date on which the transfer was lodged with the company, send to the transferee notice of, and the reasons for, the refusal.
- 37.4 An obligation to transfer a share under these articles shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such share free from any lien, charge or other encumbrance.
- 37.5 Article 26(1) of the Model Articles shall be amended by the insertion of the words "and (if any of the shares is partly paid) the transferee" at the end of that article.

38 **Prohibited Transfers**

Notwithstanding any other provision of these articles, no transfer of any Share shall be registered if it is to any minor, undischarged bankrupt, trustee in bankruptcy or person of unsound mind.

39 **Transmission of shares**

- 39.1 Nothing in these articles releases the estate of a deceased shareholder from any liability in respect of a share solely or jointly held by that shareholder.
- 39.2 Article 27(3) of the Model Articles shall be amended by the insertion of the words "subject to the provisions of Article 14.2", after the initial word "But".

40 **Transmittees bound by prior notices**

Article 29 of the Model Articles shall be amended by the insertion of the words "or the name of any person nominated under article 27(2)" after the words "transmittee's name".

41 **Procedure for disposing of fractions of shares**

41.1 This Article applies where:

41.1.1 there has been a consolidation or division of shares; and

41.1.2 as a result, shareholders are entitled to fractions of shares.

41.2 The directors may:

41.2.1 sell the shares representing the fractions to any person including the company for the best price reasonably obtainable;

41.2.2 authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser; and

41.2.3 distribute the net proceeds of sale in due proportion among the holders of the shares.

41.3 The person to whom the shares are transferred is not obliged to ensure that any purchase money is received by the person entitled to the relevant fractions.

41.4 The transferee's title to the shares is not affected by any irregularity in or invalidity of the process leading to their sale.

**DIVIDENDS AND OTHER DISTRIBUTIONS**

42 **Calculation of dividends**

42.1 Except as otherwise provided by the articles or the rights attached to shares, all dividends must be:

42.1.1 declared and paid according to the amounts paid up on the shares on which the dividend is paid; and

42.1.2 apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid.

42.2 If any share is issued on terms providing that it ranks for dividend as from a particular date, that share ranks for dividend accordingly.

43 **Deductions from distributions in respect of sums owed to the company**

43.1 If:

43.1.1 a share is subject to the company's lien; and

43.1.2 the directors are entitled to issue a lien enforcement notice in respect of it,

they may, instead of issuing a lien enforcement notice, deduct from any dividend or other sum payable in respect of the share any sum of money which is payable to the company in respect of that share to the extent that they are entitled to require payment under a lien enforcement notice.

43.2 Money so deducted must be used to pay any of the sums payable in respect of that share.

43.3 The company must notify the distribution recipient in writing of:

43.3.1 the fact and amount of any such deduction;

43.3.2 any non-payment of a dividend or other sum payable in respect of a share resulting from any such deduction; and

43.3.3 how the money deducted has been applied.

**CAPITALISATION OF PROFITS**

44 **Authority to capitalise and appropriation of capitalised sums**

Article 36(4) of the Model Articles shall be amended by inserting the phrase "in or towards paying up any amounts unpaid on existing shares held by the persons entitled, or" after the words "may be applied".

**PART 4**

**DECISION-MAKING BY SHAREHOLDERS**

**ORGANISATION OF GENERAL MEETINGS**

45 **Convening general meetings**

The directors may call general meetings and, on the requisition of shareholders pursuant to the provisions of the Companies Act 2006, shall forthwith proceed to convene a general meeting in accordance with the Companies Act 2006. If there are not within the United Kingdom sufficient directors to call a general meeting, any director or the shareholders requisitioning the meeting (or any of them representing more than one half of the total voting rights of them all) may call a general meeting. If the company has only a single shareholder, such shareholder shall be entitled at any time to call a general meeting.

46 **Notice of general meetings**

- 46.1 General meetings (other than an adjourned meeting) shall be called by at least fourteen Clear Days' notice but a general meeting may be called by shorter notice if it is so agreed by a majority in number of the shareholders having a right to attend and vote, being a majority together holding not less than ninety per cent (90%) in nominal value of the shares at the meeting, giving that right.
- 46.2 The notice shall specify the time, date and place of the meeting, the general nature of the business to be transacted and the terms of any resolution to be proposed at it.
- 46.3 Subject to the provisions of these articles and to any restrictions imposed on any shares, the notice shall be given to all shareholders, to all persons entitled to a share in consequence of the death or bankruptcy of a shareholder (if the company has been notified of their entitlement) and to the directors, alternate directors and the auditors for the time being of the company.
- 46.4 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

47 **Resolutions requiring special notice**

- 47.1 If the Companies Act 2006 requires special notice to be given of a resolution, then the resolution will not be effective unless notice of the intention to propose it has been given to the company at least twenty-eight Clear Days before the general meeting at which it is to be proposed.
- 47.2 Where practicable, the company must give the shareholders notice of the resolution in the same manner and at the same time as it gives notice of the general meeting at which it is to be proposed. Where that is not practicable, the company must give the shareholders at least fourteen Clear Days' before the relevant general meeting by advertisement in a newspaper with an appropriate circulation.
- 47.3 If, after notice to propose such a resolution has been given to the company, a meeting is called for a date twenty-eight days or less after the notice has been given, the notice shall be deemed to have been properly given, even though it was not given within the time required by Article 47.1.

48 **Quorum for general meetings**

No business shall be transacted at any meeting unless a quorum is present. Subject to section 318(2) of the Companies Act 2006, two qualifying persons (as defined in section 318(3) of the Companies Act 2006) entitled to vote upon the business to be transacted shall be a quorum, provided that if the company has only a single shareholder, the quorum shall be one such qualifying person.

49 **Adjournment**

Article 41(1) of the Model Articles shall be amended by inserting the following sentence at the end of the first sentence of that article: "If, at the adjourned meeting, a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be dissolved".

## VOTING AT GENERAL MEETINGS

### 50 **Voting: general**

- 50.1 Subject to any rights or restrictions attached to any shares, on a show of hands, every shareholder who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative (unless the representative is himself a shareholder, in which case he shall have more than one vote) shall have one vote. A proxy shall not be entitled to vote on a show of hands.
- 50.2 No shareholder shall vote at any general meeting or at any separate meeting of the holder of any class of shares, either in person or by proxy, in respect of any share held by him unless all monies presently payable by him in respect of that share have been paid.
- 50.3 In the case of joint holders the vote of the senior who tenders a vote shall be accepted to the exclusion of the votes of the other joint holders; and seniority shall be determined by the order in which the names of the holders stand in the register of members.
- 50.4 Unless a poll is duly demanded, a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

### 51 **Poll votes**

- 51.1 On a poll every shareholder who (being an individual is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy shall have one vote for every share of which he is the holder. On a poll, a shareholder entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way.
- 51.2 Article 44(2) of the Model Articles shall be amended by the insertion of the following sub-paragraph as article 44(2)(e):
- “a person or persons holding shares conferring a right to vote on the resolution on which not less than one tenth of the total sum paid up on all the shares conferring that right.”.
- 51.3 Article 44(3) of the Model Articles shall be amended by inserting the following sentence at the end of the Article:
- “A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made”.
- 51.4 The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

- 51.5 A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 51.6 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven Clear Days' notice shall be given specifying the time and place at which the poll is to be taken.

## 52 **Content of proxy notices**

- 52.1 Subject to the provisions of these articles, a shareholder is entitled to appoint another person as his proxy to exercise all or any of his rights to attend and to speak and vote at a general meeting. A shareholder may appoint more than one proxy in relation to a meeting, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by that shareholder.
- 52.2 Proxies may only validly be appointed by a notice in writing (**proxy notice**) which:
- 52.2.1 states the name and address of the shareholder appointing the proxy;
  - 52.2.2 identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed;
  - 52.2.3 is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and
  - 52.2.4 is delivered to the company in accordance with the articles and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate and received by the company:
    - 52.2.4.1 subject to Articles 52.2.4.2 and 52.2.4.3, in the case of a general meeting or adjourned meeting, not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the right to vote is to be exercised;
    - 52.2.4.2 in the case of a poll taken more than forty-eight hours after it is demanded, after the poll has been demanded and not less than twenty-four hours before the time appointed for the taking of the poll; or

52.2.4.3 where the poll is not taken forthwith but is taken not more than forty-eight hours after it was demanded, at the time at which the poll was demanded or twenty-four hours before the time appointed for the taking of the poll, whichever is the later,

and a proxy notice which is not delivered and received in such manner shall be invalid.

52.3 Article 45(3) of the Model Articles shall be amended by the addition of the following at the end of the article:

“and the proxy is obliged to vote or abstain from voting in accordance with the specified instructions. However, the Company is not obliged to check whether a proxy votes or abstains from voting as he has been instructed and shall incur no liability for failing to do so. Failure by a proxy to vote or abstain from voting as instructed at a meeting shall not invalidate proceedings at that meeting.”

### 53 **Delivery of proxy notices**

53.1 Any notice of a general meeting must specify the address or addresses (**proxy notification address**) at which the company or its agents will receive proxy notices relating to that meeting, or any adjournment of it, delivered in hard copy or electronic form.

53.2 Article 46(1) of the Model Articles shall be amended by inserting the words: “to a proxy notification address” at the end of that Article.

53.3 A notice revoking a proxy appointment only takes effect if it is received by the company:

53.3.1 Subject to Articles 53.3.2 and 53.3.3, in the case of a general or adjourned meeting, not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the right to vote is to be exercised;

53.3.2 in the case of a poll taken more than forty-eight hours after it was demanded, not less than twenty-four hours before the time appointed for the taking of the poll; or

53.3.3 in the case of a poll not taken forthwith but not more than forty-eight hours after it was demanded, at the time at which it was demanded or twenty-four hours before the time appointed for the taking of the poll, whichever is later,

and a notice which is not delivered and received in such manner shall be invalid.

53.4 In calculating the periods referred to in Article 52 (Content of proxy notices) and this Article 53, no account shall be taken of any part of a day that is not a working day.

54 **Representation of corporations at meetings**

Subject to the Companies Act 2006, a company which is a shareholder may, by resolution of its directors or other governing body, authorise one or more persons to act as its representative or representatives at a meeting of the company or at a separate meeting of the holders of a class of shares of the company (**corporate representative**). A director, secretary or other person authorised for the purpose by the directors may require a corporate representative to produce a certified copy of the resolution of authorisation before permitting him to exercise his powers.

**WRITTEN RESOLUTIONS**

55 A resolution of the shareholders (or a class of shareholders) may be passed as a written resolution in accordance with chapter 2 of part 13 of the Companies Act 2006.

**PART 5**

**MISCELLANEOUS PROVISIONS**

**COMMUNICATIONS**

56 **Means of communication to be used**

56.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

56.1.1 If properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, forty-eight hours after it was posted;

56.1.2 If properly addressed and delivered by hand, when it was given or left at the appropriate address;

56.1.3 If properly addressed and sent or supplied by electronic means forty-eight hours after the document or information was sent or supplied; and

56.1.4 If sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this Article 56.1, no account shall be taken of any part of a day that is not a working day.

56.2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by of the Companies Act 2006.



- 56.3 In the case of joint holders of a share, all notices or documents shall be given to the joint holder whose name stands first in the register in respect of the joint holding. Notice so given shall be sufficient notice to all of the joint holders. Where there are joint holders of a share, anything which needs to be agreed or specified in relation to any notice, document or other information to be sent or supplied to them can be agreed or specified by any one of the joint holders. The agreement or specification of the joint holder whose name stands first in the register will be accepted to the exclusion of the agreement or specification of any other joint holder (s) whose name(s) stand later in the register.
- 56.4 The Company may give notice to the transmittee of a member, by sending or delivering it in any manner authorised by these Articles for the giving of notice to a member, addressed to that person by name, or by the title, of representative of the deceased or trustee of the bankrupt or representative by operation of law or by any like description, at the address (if any) within the United Kingdom supplied for the purpose by the person claiming to be so entitled. Until such an address has been so supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy or operation of law had not occurred.

#### **ADMINISTRATIVE ARRANGEMENTS**

#### **57 Company seals**

Article 49(3) of the Model Articles shall be amended by the insertion of the words "by either at least two authorised persons or" after the word "signed".

#### **DIRECTORS' INDEMNITY AND INSURANCE**

#### **58 Indemnity**

**58.1** Subject to Article 58.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

58.1.1 each relevant officer shall be indemnified out of the company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:

58.1.1.1 in the actual or purported execution and/or discharge of his duties, or in relation to them; and

58.1.1.2 in relation to the company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),

including (in each case) any liability incurred by him in defending any civil or criminal proceedings in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in

relation to the company's (or any associated company's ) affairs; and

58.1.2 the company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 58.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

58.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

58.3 In this Article 58:

58.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

58.3.2 a **relevant officer** means any director or alternate director or other officer or former director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Companies Act 2006) and may, if the shareholders so decide, include any person engaged by the company (or any associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).

## 59 Insurance

59.1 The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant officer in respect of any relevant loss.

59.2 In this Article:

59.2.1 a **relevant officer** means any director or alternate director or other officer or former director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Companies Act 2006);

59.2.2 a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that officer's duties or powers in relation to the company, any associated company or any pension fund or employees' share scheme of the company or associated company; and

59.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.



**Confirmation Statement**

Company Name: **ORCA ENVIRO HOLDINGS LIMITED**

Company Number: **11123437**



X7WUDCM1

Received for filing in Electronic Format on the: **10/01/2019**

---

Company Name: **ORCA ENVIRO HOLDINGS LIMITED**

Company Number: **11123437**

Confirmation **21/12/2018**

Statement date:

## Full details of Shareholders

The details below relate to individuals/corporate bodies that were shareholders during the review period or that had ceased to be shareholders since the date of the previous confirmation statement.

Shareholder information for a non-traded company as at the confirmation statement date is shown below

Shareholding 1: **100 ORDINARY shares held as at the date of this confirmation statement**

Name: **BASILE PAPADIMITRIOU**

## Confirmation Statement

I confirm that all information required to be delivered by the company to the registrar in relation to the confirmation period concerned either has been delivered or is being delivered at the same time as the confirmation statement

# Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Charity Commission Receiver and Manager, CIC Manager,  
Judicial Factor

**Registered Number 11123437**

**IUGIS HOLDINGS LIMITED**

**Micro-entity Accounts**

**31 December 2019**

## Micro-entity Balance Sheet as at 31 December 2019

	<i>Notes</i>	<i>2019</i>	<i>2018</i>
		£	£
<b>Fixed Assets</b>		200	200
<b>Creditors: amounts falling due within one year</b>		(100)	(100)
<b>Net current assets (liabilities)</b>		<u>(100)</u>	<u>(100)</u>
<b>Total assets less current liabilities</b>		<u>100</u>	<u>100</u>
<b>Total net assets (liabilities)</b>		<u>100</u>	<u>100</u>
<b>Capital and reserves</b>		<u>100</u>	<u>100</u>

- For the year ending 31 December 2019 the company was entitled to exemption under section 477 of the Companies Act 2006 relating to small companies.
- The members have not required the company to obtain an audit in accordance with section 476 of the Companies Act 2006.
- The directors acknowledge their responsibilities for complying with the requirements of the Companies Act 2006 with respect to accounting records and the preparation of accounts.
- The accounts have been prepared in accordance with the micro-entity provisions and delivered in accordance with the provisions applicable to companies subject to the small companies regime.

Approved by the Board on 31 March 2020

And signed on their behalf by:

**B PAPADIMITRIOU, Director**

This document was delivered using electronic communications and authenticated in accordance with the registrar's rules relating to electronic form, authentication and manner of delivery under section 1072 of the Companies Act 2006.





Strictly confidential

---

## **iugis Finance Limited (formerly known as Orca Enviro Finance Limited)**

# FILE COPY



## CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company Number **11124046**

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

**ORCA ENVIRO FINANCE LIMITED**

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 December 2017**



\* N111240466 \*



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



Application to register a company



Received for filing in Electronic Format on the: **22/12/2017**

X6LULKLL

*Company Name in full:* **ORCA ENVIRO FINANCE LIMITED**

*Company Type:* **Private company limited by shares**

*Situation of Registered Office:* **England and Wales**

*Proposed Registered Office Address:* **64 NEW CAVENDISH STREET  
LONDON  
UNITED KINGDOM W1G 8TB**

*Sic Codes:* **64205  
70221**

## *Proposed Officers*

---

*Company Director*      **1**

*Type:*                                **Person**

*Full Forename(s):*                **BASILE**

*Surname:*                           **PAPADIMITRIOU**

*Service Address:*                **64 NEW CAVENDISH STREET  
LONDON  
UNITED KINGDOM W1G 8TB**

*Country/State Usually  
Resident:*                        **AUSTRALIA**

*Date of Birth:*    **\*\*/08/1972**                                *Nationality:*    **AUSTRALIAN**

*Occupation:*    **DIRECTOR**

*The subscribers confirm that the person named has consented to act as a director.*

## *Statement of Capital (Share Capital)*

---

<i>Class of Shares:</i>	<b>ORDINARY</b>	<i>Number allotted</i>	<b>100</b>
<i>Currency:</i>	<b>GBP</b>	<i>Aggregate nominal value:</i>	<b>100</b>
<i>Prescribed particulars</i>			

**FULL RIGHTS TO RECEIVE NOTICE OF, ATTEND AND VOTE AT GENERAL MEETINGS. ONE SHARE CARRIES ONE VOTE, AND FULL RIGHTS TO DIVIDENDS AND CAPITAL DISTRIBUTIONS (INCLUDING UPON WINDING UP).**

---

### **Statement of Capital (Totals)**

---

<i>Currency:</i>	<b>GBP</b>	<i>Total number of shares:</i>	<b>100</b>
		<i>Total aggregate nominal value:</i>	<b>100</b>
		<i>Total aggregate unpaid:</i>	<b>100</b>

## *Initial Shareholdings*

---

*Name:* **ORCA ENVIRO HOLDINGS  
LIMITED**

*Class of Shares:* **ORDINARY**

*Address* **64 NEW CAVENDISH  
STREET  
LONDON  
UNITED KINGDOM  
W1G 8TB**

*Number of shares:* **100**

*Currency:* **GBP**

*Nominal value of each  
share:* **1**

*Amount unpaid:* **1**

*Amount paid:* **0**

## *Persons with Significant Control (PSC)*

---

---

### **Statement of initial significant control**

---

**On incorporation, there will be someone who will count as a Person with Significant Control (either a registerable person or relevant legal entity (RLE)) in relation to the company**

---

## *Relevant Legal Entity (RLE) details*

---

*Company Name:* **ORCA ENVIRO HOLDINGS LIMITED**

*Service Address:* **64 NEW CAVENDISH STREET  
LONDON  
UNITED KINGDOM**

*Legal Form:* **LIMITED COMPANY**

*Governing Law:* **ENGLAND & WALES**

*Register Location:* **COMPANIES HOUSE**

*Country/State:* **ENGLAND & WALES**

*Registration Number:* **11123437**



<i>Nature of control</i>	<b>The relevant legal entity holds, directly or indirectly, 75% or more of the shares in the company.</b>
<i>Nature of control</i>	<b>The relevant legal entity holds, directly or indirectly, 75% or more of the voting rights in the company.</b>
<i>Nature of control</i>	<b>The relevant legal entity has the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company.</b>

## *Statement of Compliance*

---

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

*Name:* **ORCA ENVIRO HOLDINGS LIMITED**  
*Authenticated* **YES**

---

## **Authorisation**

*Authoriser Designation:* **subscriber** *Authenticated* **YES**

---

**COMPANY HAVING A SHARE CAPITAL**

**MEMORANDUM OF ASSOCIATION**

**OF**

**ORCA ENVIRO FINANCE LIMITED**

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
-------------------------	-----------------------------------

---

ORCA ENVIRO HOLDINGS LIMITED

---

Dated 22/12/2017

**Articles of Association**  
**Of**  
**ORCA ENVIRO FINANCE LIMITED**

**PART 1**

**INTERPRETATION AND LIMITATION OF LIABILITY**

**1 Defined terms**

1.1 In these articles, unless the context requires otherwise:

**appointor** has the meaning given to that term in Article 17.1;

**articles** means the company's articles of association for the time being in force;

**Articles** means the articles of association set out in this document which, together with the Model Articles (as modified or excluded by this document) forming part of the articles, and Article shall be construed accordingly;

**call** has the meaning given to that term in Article 26.1;

**call notice** has the meaning given to that term in Article 26.1;

**call payment date** has the meaning given to that term in Article 29.2.1;

**company's lien** has the meaning given to that term in Article 24;

**Clear Days** means (in relation to the period of a notice) 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;

**Conflict** has the meaning given to that term in Article 11.2;

**conflicted director** means a director who has, or could have, a Conflict in a situation involving the company and consequently whose vote is not to be counted in any vote to authorise such Conflict and who is not to be counted as participating in the quorum for the meeting (or part of the meeting) at which such matter is to be voted upon;

**corporate representative** has the meaning given to that term in Article 54;

**Excess Securities** has the meaning given to that term in Article 22.3.2;

**holder in relation to shares** means the person whose name is entered in the register of members as the holder of the shares or, in the case of a share in respect of which a share warrant has been issued (and not cancelled), the person in possession of that warrant;

**lien enforcement notice** has the meaning given to that term in Article 25;

**Model Articles** means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2009/3229) as amended prior to the date of adoption of these articles;

**non-conflicted director** means any director who is not a conflicted director;

**partly-paid in relation to a share** means that part of that share's nominal value or any premium at which it was issued has not been paid to the company;

**proxy notification address** has the meaning given to that term in Article 53.1;

**relevant officer** has the meaning given to that term in Articles 58.3.2 or 59.2.1, as the case may be;

**relevant loss** has the meaning given to that term in Article 59.2.2;

**relevant rate** has the meaning given to that term in Article 29.2.2;

**transfer or transferring** has the meaning given to those terms respectively in Article 37.1;

**United Kingdom** means Great Britain and Northern Ireland; and

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Companies Act 2006 as in force on the date when these Articles become binding on the company shall have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time and shall include any orders, regulations or subordinate legislation from time to time made under it and any amendment or re-enactment of it or any such orders, regulations or subordinate legislation for the time being in force.
- 1.5 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.6 The Model Articles shall apply to the company, except in so far as they are modified or excluded by these Articles.
- 1.7 Articles 7, 8, 11(2) and (3), 13(2), 14(1) to (4) inclusive, 17(2), 19(5), 21, 26(5), 44(4), 45(1), 46(3), 52 and 53 of the Model Articles shall not apply to the company.

## PART 2

### DIRECTORS

#### DIRECTORS' POWERS AND RESPONSIBILITIES

##### 2 **Directors' general authority**

Article 3 of the Model Articles shall be amended by the insertion of the words "and to the applicable provisions for the time being of the Companies Acts", after the phrase "subject to the articles".

##### 3 **Change of Company name**

Without prejudice to the generality of Article 2, the directors may resolve in accordance with Article 5 to change the Company's name.

##### 4 **Committees**

Where a provision of the articles refers to the exercise of a power, authority or discretion by the directors and that power, authority or discretion has been delegated by the directors to a committee, the provision shall be construed as permitting the exercise of power, authority or discretion by the committee.

#### DECISION-MAKING BY DIRECTORS

##### 5 **Directors to take decisions collectively**

5.1 The general rule about decision-making by directors is that any decision of the directors must be taken as a majority decision at a meeting or as a directors' written resolution in accordance with Article 6 (Directors' written resolutions) or otherwise as a unanimous decision taken in accordance with Article 7 (Unanimous decisions).

5.2 If:

5.2.1 the company only has one director for the time being, and

5.2.2 no provision of the articles requires it to have more than one director,

the general rule does not apply, and the director may (for so long as he remains the sole director) take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

5.3 Subject to the articles, each director participating in a directors' meeting has one vote.

## **6 Directors' written resolutions**

- 6.1 Any director may propose a directors' written resolution by giving notice in writing of the proposed resolution to each of the other directors (including alternate directors).
- 6.2 If the company has appointed a company secretary, the company secretary must propose a directors' written resolution if a director so requests by giving notice in writing to each of the other directors (including alternate directors).
- 6.3 Notice of a proposed directors' written resolution must indicate:
  - 6.3.1 the proposed resolution; and
  - 6.3.2 the time by which it is proposed that the directors should adopt it.
- 6.4 A proposed directors' written resolution is adopted when a majority of the non-conflicted directors (or their alternates) have signed one or more copies of it, provided that those directors (or their alternates) would have formed a quorum at a directors' meeting were the resolution to have been proposed at such meeting.
- 6.5 Once a directors' written resolution has been adopted, it must be treated as if it had been a decision taken at a directors' meeting in accordance with the articles.

## **7 Unanimous decisions**

- 7.1 A decision of the directors is taken in accordance with this Article 7 when all non-conflicted directors indicate to each other by any means that they share a common view on a matter.
- 7.2 A decision may not be taken in accordance with this Article 7.2 if the non-conflicted directors would not have formed a quorum at a directors' meeting had the matter been proposed as a resolution at such a meeting.
- 7.3 Once a directors' unanimous decision is taken in accordance with this Article 7 it must be treated as if it had been a decision taken at a directors' meeting in accordance with the Articles.

## **8 Calling a directors' meeting**

- 8.1 Article 9 of the Model Articles shall be amended by:
  - 8.1.1 inserting the words "each of" before the words "the directors";
  - 8.1.2 by inserting the phrase "(including alternate directors) ,whether or not he is absent from the UK," after the words "the directors";
  - 8.1.3 by inserting the words "subject to article 9.4" at the beginning of article 9(3) of the Model Articles; and
  - 8.1.4 by inserting the words "prior to or up to and including" before the words "not more than seven days" in article 9(4) of the Model Articles.

## 9 Chairman's casting vote at directors' meetings

- 9.1 Article 13(1) of the Model Articles shall be amended by the insertion of the words "at a meeting of directors" after the word "proposal".
- 9.2 Article 13(1) of the Model Articles (as amended by Article 9.1) does not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the articles, the chairman or other director chairing the meeting is a conflicted director for the purposes of that meeting (or that part of that meeting at which the proposal is voted upon).

## 10 Quorum for directors' meetings

- 10.1 Subject to Article 10.2, the quorum for the transaction of business at a meeting of directors may be fixed from time to time by a decision of the directors but it must never be less than two directors, and unless otherwise fixed it is two. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum. If and so long as there is a sole director, he may exercise all the powers and authorities vested in the directors by these articles and accordingly the quorum for the transaction of business in these circumstances shall be one.
- 10.2 For the purposes of any meeting (or part of a meeting) held pursuant to Article 11 (Directors' conflicts of interests) to authorise a director's Conflict, if there is only one non-conflicted director in office in addition to the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one non-conflicted director.

## 11 Directors' conflicts of interests

- 11.1 For the purposes of this Article 11, a **conflict of interest** includes a conflict of interest and duty and a conflict of duties, and interest includes both direct and indirect interests.
- 11.2 The directors may, in accordance with the requirements set out in this Article 11, authorise any matter proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of the Companies Act 2006 to avoid conflicts of interest (such matter being hereinafter referred to as a **Conflict**).
- 11.3 A director seeking authorisation in respect of a Conflict shall declare to the other directors the nature and extent of his interest in a Conflict as soon as is reasonably practicable. The director shall provide the other directors with such details of the relevant matter as are necessary for the other directors to decide how to address the Conflict, together with such other information as may be requested by the other directors.
- 11.4 Any authorisation under this Article 11 will be effective only if:
- 11.4.1 the matter in question shall have been proposed by any director for consideration at a meeting of directors in the same way that any other matter may be proposed to the directors under the provisions of these articles or in such other manner as the directors may determine;



- 11.4.2 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 and any other conflicted director(s); and
  - 11.4.3 the matter was agreed to without the director and any other conflicted director(s) voting or would have been agreed to if their votes had not been counted.
- 11.5 Any authorisation of a Conflict under this Article 11 may (whether at the time of giving the authorisation or subsequently):
  - 11.5.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the Conflict so authorised;
  - 11.5.2 be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine; or
  - 11.5.3 be terminated or varied by the directors at any time.

This will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation.
- 11.6 In authorising a Conflict 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 the Conflict 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:
  - 11.6.1 disclose such information to the directors or to any director or other officer or employee of the company; or
  - 11.6.2 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.
- 11.7 Where the directors authorise a Conflict they may provide, without limitation (whether at the time of giving the authorisation or subsequently) that the director:
  - 11.7.1 is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict;
  - 11.7.2 is not given any documents or other information relating to the Conflict;
  - 11.7.3 may or may not vote (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.
- 11.8 Where the directors authorise a Conflict:
  - 11.8.1 the director will be obliged to conduct himself in accordance with any terms, limits and/or conditions imposed by the directors in relation to the Conflict;

- 11.8.2 the director will not infringe any duty he owes to the company by virtue of sections 171 to 177 of the Companies Act 2006 provided he acts in accordance with such terms, limits and/or conditions (if any) as the directors impose in respect of its authorisation.
- 11.9 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the company for any remuneration, profit or other benefit which he receives as director or other officer or employee of the Company's subsidiaries or of any other body corporate in which the Company is interested or which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Companies Act 2006.
- 11.10 Subject to the applicable provisions for the time being of the Companies Acts and to any terms, limits and/or conditions imposed by the directors in accordance with Article 11.5.2, and provided that he has disclosed to the directors the nature and extent of any interest of his in accordance with the Companies Acts, a director notwithstanding his office:
- 11.10.1 may be a party to, or otherwise interested in, any contract, transaction or arrangement with the company or in which the company is otherwise interested;
- 11.10.2 shall be counted as participating for voting and quorum purposes in any decision in connection with any proposed or existing transaction or arrangement with the company, in which he is in any way directly or indirectly interested;
- 11.10.3 may act by himself or his firm in a professional capacity for the company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
- 11.10.4 may be a director or other officer of, or employed by, or a party to any contract, transaction or arrangement with, or otherwise interested in, any body corporate promoted by the company or in which the company is otherwise interested; and
- 11.10.5 shall not, by reason of his office, be accountable to the company for any benefit which he (or anyone connected with him (as defined in section 252 of the Companies Act 2006) derives from any such office or employment or from any such contract, transaction or arrangement or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit, nor shall the receipt of any such remuneration or benefit constitute a breach of his duty under section 176 of the Companies Act 2006.

12 **Records of decisions to be kept**

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

**APPOINTMENT OF DIRECTORS**

13 **Number of directors**

Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum but shall not be less than one.

14 **Methods of appointing directors**

14.1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:

14.1.1 by ordinary resolution, or

14.1.2 by a decision of the directors.

14.2 In any case where, as a result of death or bankruptcy, the company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against him (as the case may be) shall have the right, by notice in writing, to appoint a person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director.

14.3 For the purposes of Article 14.2, where two or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder.

15 **Termination of director's appointment**

Article 18(c) of the Model Articles shall be amended by the addition of the words "and the Company resolves that his office be vacated" at the end of the sub-Article.

16 **Directors' expenses**

Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors) and the secretary (if any)" before the words "properly incur".

**ALTERNATE DIRECTORS**

17 **Appointment and removal of alternate directors**

17.1 Any director (**appointor**) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:

17.1.1 exercise that director's powers; and

17.1.2 carry out that director's responsibilities,

- 17.1.3 in relation to the taking of decisions by the directors in the absence of the alternate's appointor.
- 17.2 Any appointment or removal of an alternate must be effected by notice in writing to the company signed by the appointor, or in any other manner approved by the directors.
- 17.3 The notice must:
  - 17.3.1 identify the proposed alternate; and
  - 17.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.

**18 Rights and responsibilities of alternate directors**

- 18.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor.
- 18.2 Except as the articles specify otherwise, alternate directors:
  - 18.2.1 are deemed for all purposes to be directors;
  - 18.2.2 are liable for their own acts and omissions;
  - 18.2.3 are subject to the same restrictions as their appointors (including those set out in sections 172 to 177 CA 2006 inclusive and Article 11); and
  - 18.2.4 are not deemed to be agents of or for their appointors,

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a shareholder.
- 18.3 A person who is an alternate director but not a director:
  - 18.3.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating and provided that no alternate may be counted as more than one director for these purposes);
  - 18.3.2 may participate in a unanimous decision of the directors (but only if his appointor does not participate); and
  - 18.3.3 may sign a written resolution (but only if it is not signed or to be signed by that person's appointor).
- 18.4 A director who is also an alternate director is entitled, in the absence of any of his appointors, to a separate vote on behalf of that appointor, in addition to his own vote on any decision of the directors but he shall count as only one for the purpose of determining whether a quorum is present.

18.5 An alternate director is not entitled to receive any remuneration from the company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the company.

**19 Termination of alternate directorship**

An alternate director's appointment as an alternate for any appointor terminates:

- 19.1 when that appointor revokes the appointment by notice to the company in writing specifying when it is to terminate;
- 19.2 when notification is received by the Company from the alternate that the alternate is resigning as alternate for that appointor and such resignation has taken effect in accordance with its terms;
- 19.3 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to that appointor, would result in the termination of that appointor's appointment as a director;
- 19.4 on the death of that appointor; or
- 19.5 when the alternate's appointor's appointment as a director terminates.

**SECRETARY**

**20 Appointment and removal of secretary**

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration, and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

**PART 3**

**SHARES AND DISTRIBUTIONS**

**SHARES**

**21 Further issues of shares: authority**

- 21.1 The following paragraphs of this Article 21 shall not apply to a private company with only one class of shares.
- 21.2 Subject to Article 21.1 and save to the extent authorised by these articles, or authorised from time to time by an ordinary resolution of the shareholders, the directors shall not exercise any power to allot shares or to grant rights to subscribe for, or to convert any security into, any shares in the company.
- 21.3 Subject to the remaining provisions of this Article 21 and to Article 22 (Further issues of shares: pre-emption rights) and to any directions which may be given by the company in general meeting, the directors are generally and unconditionally authorised, for the purpose of section 551 of the Companies Act 2006 to exercise any power of the company to:

- 21.3.1 offer or allot;
- 21.3.2 grant rights to subscribe for or to convert any security into;
- 21.3.3 otherwise create, deal in, or dispose of,

any shares in the company to any person, at any time and subject to any terms and conditions as the directors think proper.

21.4 The authority referred to in Article 21.3:

- 21.4.1 shall be limited to a maximum nominal value of £1,000;
- 21.4.2 shall only apply insofar as the company has not renewed, waived or revoked it by ordinary resolution; and
- 21.4.3 may only be exercised for a period of five years commencing on the date on which the company is incorporated or these articles are adopted whichever is 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 authority (and the directors may allot shares in pursuance of an offer or agreement as if such authority had not expired).

## 22 Further issues of shares: pre-emption rights

- 22.1 In accordance with section 567(1) of the Companies Act 2006, sections 561 and 562 of the Companies Act 2006 shall not apply to an allotment of equity securities (as defined in section 560(1) of the Companies Act 2006) made by the company.
- 22.2 Unless otherwise agreed by special resolution, if the company proposes to allot any equity securities, those equity securities shall not be allotted to any person unless the company has first offered them to all shareholders on the date of the offer on the same terms, and at the same price, as those equity securities are being offered to such other person on a pari passu basis and pro rata to the nominal value of shares held by those shareholders (as nearly as possible without involving fractions).
- 22.3 The offer:
  - 22.3.1 shall be in writing, shall be open for acceptance for a period of fifteen working days from the date of the offer and shall give details of the number and subscription price of the relevant equity securities; and
  - 22.3.2 may stipulate that any shareholder who wishes to subscribe for a number of equity securities in excess of the proportion to which he is entitled shall, in his acceptance, state the number of excess equity securities (**Excess Securities**) for which he wishes to subscribe.

- 22.4 Any equity securities not accepted by shareholders pursuant to the offer made to them in accordance with Articles 22.1 and 22.2 shall be used for satisfying any requests for Excess Securities made pursuant to Article 22.3.2. If there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allotted to the applicants as nearly as practicable in the proportion that the number of Excess Securities each shareholder indicated he would accept bears to the total number of Excess Securities applied for (as nearly as possible without involving fractions or increasing the number of Excess Securities allotted to any shareholder beyond that applied for by him). After that allotment, any Excess Securities remaining shall be offered to any other person as the directors may determine, at the same price and on the same terms as the offer to the shareholders.

## 23 **Variation of class rights**

- 23.1 Whenever the capital of the company is divided into different classes of shares, the special rights attached to any class may only be varied or abrogated, either whilst the company is a going concern or during or in contemplation of a winding up, with the consent of the holders of the issued shares of that class given in accordance with Article 23.2.

- 23.2 The consent of the holders of a class of shares may be given by:

23.2.1 a special resolution passed at a separate general meeting of the holders of the issued shares of that class; or

23.2.2 a written resolution in any form signed by or on behalf of the holders of three-quarters in nominal value of the issued shares of that class,

but not otherwise. To every such meeting, all the provisions of these articles and the Companies Act 2006 relating to general meetings of the company shall apply (with such amendments as may be necessary to give such provisions efficacy) but so that the necessary quorum shall be two holders of shares of the relevant class present in person or by proxy and holding or representing not less than one third in nominal value of the issued shares of the relevant class; that every holder of shares of the class shall be entitled on a poll to one vote for every such share held by him; and that any holder of shares of the class, present in person or by proxy or (being a corporation) by a duly authorised representative, may demand a poll. If at any adjourned meeting of such holders such a quorum as aforesaid is not present, not less than one holder who is present in person or by proxy or (being a corporation) by a duly authorised representative shall be a quorum.

## 24 **Company's lien over shares**

The company has a lien (**company's lien**) over every share, whether or not fully paid, which is registered in the name of any person indebted or under any liability to the company, whether he is the sole registered holder of the share or one of several joint holders, for all monies payable by him (either alone or jointly with any other person) to the company, whether payable immediately or at some time in the future and whether or not a call notice has been sent in respect of it.

- 24.1 The company's lien over a share:
- 24.1.1 takes priority over any third party's interest in that share, and
  - 24.1.2 extends to any dividend or other money payable by the company in respect of that share and (if the lien is enforced and the share is sold by the company) the proceeds of sale of that share.
- 24.2 The directors may at any time decide that a share which is or would otherwise be subject to the company's lien shall not be subject to it, either wholly or in part.

25 **Enforcement of the company's lien**

- 25.1 Subject to the provisions of this Article 25, if:
- 25.1.1 a lien enforcement notice has been given in respect of a share, and
  - 25.1.2 the person to whom the notice was given has failed to comply with it,
- the company may sell that share in accordance with Article 33.5.
- 25.2 A lien enforcement notice:
- 25.2.1 may only be given in respect of a share which is subject to the company's lien, in respect of which a sum is payable and the due date for payment of that sum has passed;
  - 25.2.2 must specify the share concerned;
  - 25.2.3 must be in writing and require payment of the sum payable within fourteen days of the notice;
  - 25.2.4 must be addressed either to the holder of the share or to a transferee of that holder; and
  - 25.2.5 must state the company's intention to sell the share if the notice is not complied with.
- 25.3 Where shares are sold under this Article 25:
- 25.3.1 the directors may authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser, and
  - 25.3.2 the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale.
- 25.4 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied:
- 25.4.1 first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice,



25.4.2 second, to the person entitled to the shares at the date of the sale, but only after the certificate for the shares sold has been surrendered to the company for cancellation or an indemnity in a form reasonably satisfactory to the directors has been given for any lost certificates, and subject to a lien equivalent to the company's lien for any money payable (whether payable immediately or at some time in the future) as existed over the shares before the sale in respect of all shares registered in the name of such person (whether as the sole registered holder or as one of several joint holders) after the date of the lien enforcement notice.

25.5 A statutory declaration by a director or the company secretary (if any) that the declarant is a director or the company secretary (as the case may be) and that a share has been sold to satisfy the company's lien on a specified date:

25.5.1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share, and

25.5.2 subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the share.

## 26 **Call notices**

26.1 Subject to the articles and the terms on which shares are allotted, the directors may send a notice (**call notice**) to a shareholder requiring the shareholder to pay the company a specified sum of money (**call**) which is payable by that member to the Company at the date when the directors decide to send the call notice.

26.2 A call notice:

26.2.1 must be in writing;

26.2.2 may not require a shareholder to pay a call which exceeds the total amount of his indebtedness or liability to the company;

26.2.3 must state when and how any call to which it relates it is to be paid; and

26.2.4 may permit or require the call to be paid by instalments.

26.3 A shareholder must comply with the requirements of a call notice, but no shareholder is obliged to pay any call before fourteen days have passed since the notice was sent.

26.4 Before the company has received any call due under a call notice the directors may:

26.4.1 revoke it wholly or in part, or

26.4.2 specify a later time for payment than is specified in the notice,

by a further notice in writing to the shareholder in respect of whose shares the call is made.

27 **Liability to pay calls**

- 27.1 Liability to pay a call is not extinguished or transferred by transferring the shares in respect of which it is required to be paid.
- 27.2 Joint holders of a share are jointly and severally liable to pay all calls in respect of that share.
- 27.3 Subject to the terms on which shares are allotted, the directors may, when issuing shares, provide that call notices sent to the holders of those shares may require them:
  - 27.3.1 to pay calls which are not the same, or
  - 27.3.2 to pay calls at different times.

28 **When call notice need not be issued**

- 28.1 A call notice need not be issued in respect of sums which are specified, in the terms on which a share is issued, as being payable to the company in respect of that share:
  - 28.1.1 on allotment;
  - 28.1.2 on the occurrence of a particular event; or
  - 28.1.3 on a date fixed by or in accordance with the terms of issue.
- 28.2 But if the due date for payment of such a sum has passed and it has not been paid, the holder of the share concerned is treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture.

29 **Failure to comply with call notice: automatic consequences**

- 29.1 If a person is liable to pay a call and fails to do so by the call payment date:
  - 29.1.1 the directors may issue a notice of intended forfeiture to that person, and
  - 29.1.2 until the call is paid, that person must pay the company interest on the call from the call payment date at the relevant rate.
- 29.2 For the purposes of this Article 29:
  - 29.2.1 the **call payment date** is the time when the call notice states that a call is payable, unless the directors give a notice in writing specifying a later date, in which case the **call payment date** is that later date;
  - 29.2.2 the **relevant rate** is:
    - 29.2.2.1 the rate fixed by the terms on which the share in respect of which the call is due was allotted;

29.2.2.2 such other rate as was fixed in the call notice which required payment of the call, or has otherwise been determined by the directors; or

29.2.2.3 if no rate is fixed in either of these ways, five per cent. (5%) per annum.

29.3 The relevant rate must not exceed by more than five percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998.

29.4 The directors may waive any obligation to pay interest on a call wholly or in part.

### 30 **Notice of intended forfeiture**

30.1 A notice of intended forfeiture:

30.1.1 must be in writing;

30.1.2 may be sent in respect of any share in respect of which a call has not been paid as required by a call notice;

30.1.3 must be sent to the holder of that share (or, in the case of joint holders of a share in accordance with Article 56.3) or to a transmittee of that holder in accordance with Article 56.4;

30.1.4 must require payment of the call and any accrued interest and all expenses that may have been incurred by the company by reason of such non-payment by a date which is not less than fourteen days after the date of the notice;

30.1.5 must state how the payment is to be made; and

30.1.6 must state that if the notice is not complied with, the shares in respect of which the call is payable will be liable to be forfeited.

### 31 **Directors' power to forfeit shares**

If a notice of intended forfeiture is not complied with before the date by which payment of the call is required in the notice of intended forfeiture, the directors may decide that any share in respect of which it was given is forfeited, and the forfeiture is to include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.

### 32 **Effect of forfeiture**

32.1 Subject to the articles, the forfeiture of a share extinguishes:

32.1.1 all interests in that share, and all claims and demands against the company in respect of it, and

32.1.2 all other rights and liabilities incidental to the share as between the person whose share it was prior to the forfeiture and the company.

- 32.2 Any share which is forfeited in accordance with the articles:
- 32.2.1 is deemed to have been forfeited when the directors decide that it is forfeited;
  - 32.2.2 is deemed to be the property of the company; and
  - 32.2.3 may be sold, re-allotted or otherwise disposed of as the directors think fit in accordance with Article 33.5.
- 32.3 If a person's shares have been forfeited:
- 32.3.1 the company must send that person written notice that forfeiture has occurred and record it in the register of members;
  - 32.3.2 that person ceases to be a shareholder in respect of those shares;
  - 32.3.3 that person must surrender the certificate for the shares forfeited to the company for cancellation;
  - 32.3.4 that person remains liable to the company for all sums payable by that person under the articles at the date of forfeiture in respect of those shares, including any interest (whether accrued before or after the date of forfeiture); and
  - 32.3.5 the directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.
- 32.4 At any time before the company disposes of a forfeited share, the directors may decide to cancel the forfeiture on payment of all calls and interest due in respect of it and on such other terms as they think fit.

33 **Procedure following forfeiture**

- 33.1 If a forfeited share is to be disposed of by being transferred, the company may receive the consideration for the transfer and the directors may authorise any person to execute the instrument of transfer.
- 33.2 A statutory declaration by a director or the company secretary (if any) that the declarant is a director or the company secretary (as the case may be) and that a share has been forfeited on a specified date:
- 33.2.1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share, and
  - 33.2.2 subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the share.
- 33.3 A person to whom a forfeited share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the share.

33.4 If the company sells a forfeited share, the person who held it prior to its forfeiture is entitled to receive from the company the proceeds of such sale, net of any commission, and excluding any amount which:

33.4.1 was, or would have become, payable, and

33.4.2 had not, when that share was forfeited, been paid by that person in respect of that share,

but no interest is payable to such a person in respect of such proceeds and the company is not required to account for any money earned on them.

33.5 All shares to be sold in the enforcement of the company's lien or rights of forfeiture shall be offered in accordance with Article 38 (Transfer of Shares: General).

#### 34 **Surrender of shares**

34.1 A shareholder may surrender any share:

34.1.1 in respect of which the directors may issue a notice of intended forfeiture;

34.1.2 which the directors may forfeit; or

34.1.3 which has been forfeited.

34.2 The directors may accept the surrender of any such share.

34.3 The effect of surrender on a share is the same as the effect of forfeiture on that share.

34.4 A share which has been surrendered may be dealt with in the same way as a share which has been forfeited.

#### 35 **Payment of commission on subscription for shares**

35.1 The company may pay any person a commission in consideration for that person:

35.1.1 subscribing, or agreeing to subscribe, for shares; or

35.1.2 procuring, or agreeing to procure, subscriptions for shares.

35.2 Any such commission may be paid:

35.2.1 in cash, or in fully paid or partly paid shares or other securities or partly in one way and partly in the other; and

35.2.2 in respect of a conditional or an absolute subscription.

36 **Share certificates**

- 36.1 Article 24(2)(c) of the Model Articles shall be amended by:
- 36.1.1 the deletion of the word "fully" and the insertion of the words "extent to which" before the word "shares"; and
  - 36.1.2 the word "up" at the end of this Article 24(2)(c).

37 **Transfer of shares- general**

- 37.1 In these articles, a reference to the **transfer** of or **transferring** shares shall include any transfer, assignment, disposition or proposed or purported transfer, assignment or disposition:
- 37.1.1 of any share or shares of the company; or
  - 37.1.2 of any interest of any kind in any share or shares of the company; or
  - 37.1.3 of any right to receive or subscribe for any share or shares of the company.
- 37.2 The Directors may, in their absolute discretion, decline to register the transfer of a share whether or not it be a fully paid share.
- 37.3 If the directors refuse to register a transfer of a share they shall, as soon as practicable and in any event within two months after the date on which the transfer was lodged with the company, send to the transferee notice of, and the reasons for, the refusal.
- 37.4 An obligation to transfer a share under these articles shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such share free from any lien, charge or other encumbrance.
- 37.5 Article 26(1) of the Model Articles shall be amended by the insertion of the words "and (if any of the shares is partly paid) the transferee" at the end of that article.

38 **Prohibited Transfers**

Notwithstanding any other provision of these articles, no transfer of any Share shall be registered if it is to any minor, undischarged bankrupt, trustee in bankruptcy or person of unsound mind.

39 **Transmission of shares**

- 39.1 Nothing in these articles releases the estate of a deceased shareholder from any liability in respect of a share solely or jointly held by that shareholder.
- 39.2 Article 27(3) of the Model Articles shall be amended by the insertion of the words "subject to the provisions of Article 14.2", after the initial word "But".

40 **Transmittees bound by prior notices**

Article 29 of the Model Articles shall be amended by the insertion of the words "or the name of any person nominated under article 27(2)" after the words "transmittee's name".

41 **Procedure for disposing of fractions of shares**

41.1 This Article applies where:

41.1.1 there has been a consolidation or division of shares; and

41.1.2 as a result, shareholders are entitled to fractions of shares.

41.2 The directors may:

41.2.1 sell the shares representing the fractions to any person including the company for the best price reasonably obtainable;

41.2.2 authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser; and

41.2.3 distribute the net proceeds of sale in due proportion among the holders of the shares.

41.3 The person to whom the shares are transferred is not obliged to ensure that any purchase money is received by the person entitled to the relevant fractions.

41.4 The transferee's title to the shares is not affected by any irregularity in or invalidity of the process leading to their sale.

**DIVIDENDS AND OTHER DISTRIBUTIONS**

42 **Calculation of dividends**

42.1 Except as otherwise provided by the articles or the rights attached to shares, all dividends must be:

42.1.1 declared and paid according to the amounts paid up on the shares on which the dividend is paid; and

42.1.2 apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid.

42.2 If any share is issued on terms providing that it ranks for dividend as from a particular date, that share ranks for dividend accordingly.

43 **Deductions from distributions in respect of sums owed to the company**

43.1 If:

43.1.1 a share is subject to the company's lien; and

43.1.2 the directors are entitled to issue a lien enforcement notice in respect of it,

they may, instead of issuing a lien enforcement notice, deduct from any dividend or other sum payable in respect of the share any sum of money which is payable to the company in respect of that share to the extent that they are entitled to require payment under a lien enforcement notice.

43.2 Money so deducted must be used to pay any of the sums payable in respect of that share.

43.3 The company must notify the distribution recipient in writing of:

43.3.1 the fact and amount of any such deduction;

43.3.2 any non-payment of a dividend or other sum payable in respect of a share resulting from any such deduction; and

43.3.3 how the money deducted has been applied.

**CAPITALISATION OF PROFITS**

44 **Authority to capitalise and appropriation of capitalised sums**

Article 36(4) of the Model Articles shall be amended by inserting the phrase "in or towards paying up any amounts unpaid on existing shares held by the persons entitled, or" after the words "may be applied".

**PART 4**

**DECISION-MAKING BY SHAREHOLDERS**

**ORGANISATION OF GENERAL MEETINGS**

45 **Convening general meetings**

The directors may call general meetings and, on the requisition of shareholders pursuant to the provisions of the Companies Act 2006, shall forthwith proceed to convene a general meeting in accordance with the Companies Act 2006. If there are not within the United Kingdom sufficient directors to call a general meeting, any director or the shareholders requisitioning the meeting (or any of them representing more than one half of the total voting rights of them all) may call a general meeting. If the company has only a single shareholder, such shareholder shall be entitled at any time to call a general meeting.



46 **Notice of general meetings**

- 46.1 General meetings (other than an adjourned meeting) shall be called by at least fourteen Clear Days' notice but a general meeting may be called by shorter notice if it is so agreed by a majority in number of the shareholders having a right to attend and vote, being a majority together holding not less than ninety per cent (90%) in nominal value of the shares at the meeting, giving that right.
- 46.2 The notice shall specify the time, date and place of the meeting, the general nature of the business to be transacted and the terms of any resolution to be proposed at it.
- 46.3 Subject to the provisions of these articles and to any restrictions imposed on any shares, the notice shall be given to all shareholders, to all persons entitled to a share in consequence of the death or bankruptcy of a shareholder (if the company has been notified of their entitlement) and to the directors, alternate directors and the auditors for the time being of the company.
- 46.4 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

47 **Resolutions requiring special notice**

- 47.1 If the Companies Act 2006 requires special notice to be given of a resolution, then the resolution will not be effective unless notice of the intention to propose it has been given to the company at least twenty-eight Clear Days before the general meeting at which it is to be proposed.
- 47.2 Where practicable, the company must give the shareholders notice of the resolution in the same manner and at the same time as it gives notice of the general meeting at which it is to be proposed. Where that is not practicable, the company must give the shareholders at least fourteen Clear Days' before the relevant general meeting by advertisement in a newspaper with an appropriate circulation.
- 47.3 If, after notice to propose such a resolution has been given to the company, a meeting is called for a date twenty-eight days or less after the notice has been given, the notice shall be deemed to have been properly given, even though it was not given within the time required by Article 47.1.

48 **Quorum for general meetings**

No business shall be transacted at any meeting unless a quorum is present. Subject to section 318(2) of the Companies Act 2006, two qualifying persons (as defined in section 318(3) of the Companies Act 2006) entitled to vote upon the business to be transacted shall be a quorum, provided that if the company has only a single shareholder, the quorum shall be one such qualifying person.

49 **Adjournment**

Article 41(1) of the Model Articles shall be amended by inserting the following sentence at the end of the first sentence of that article: "If, at the adjourned meeting, a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be dissolved".

## VOTING AT GENERAL MEETINGS

### 50 **Voting: general**

- 50.1 Subject to any rights or restrictions attached to any shares, on a show of hands, every shareholder who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative (unless the representative is himself a shareholder, in which case he shall have more than one vote) shall have one vote. A proxy shall not be entitled to vote on a show of hands.
- 50.2 No shareholder shall vote at any general meeting or at any separate meeting of the holder of any class of shares, either in person or by proxy, in respect of any share held by him unless all monies presently payable by him in respect of that share have been paid.
- 50.3 In the case of joint holders the vote of the senior who tenders a vote shall be accepted to the exclusion of the votes of the other joint holders; and seniority shall be determined by the order in which the names of the holders stand in the register of members.
- 50.4 Unless a poll is duly demanded, a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

### 51 **Poll votes**

- 51.1 On a poll every shareholder who (being an individual is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy shall have one vote for every share of which he is the holder. On a poll, a shareholder entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way.
- 51.2 Article 44(2) of the Model Articles shall be amended by the insertion of the following sub-paragraph as article 44(2)(e):  
  
“a person or persons holding shares conferring a right to vote on the resolution on which not less than one tenth of the total sum paid up on all the shares conferring that right.”.
- 51.3 Article 44(3) of the Model Articles shall be amended by inserting the following sentence at the end of the Article:  
  
“A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made”.
- 51.4 The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

- 51.5 A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 51.6 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven Clear Days' notice shall be given specifying the time and place at which the poll is to be taken.

## 52 **Content of proxy notices**

- 52.1 Subject to the provisions of these articles, a shareholder is entitled to appoint another person as his proxy to exercise all or any of his rights to attend and to speak and vote at a general meeting. A shareholder may appoint more than one proxy in relation to a meeting, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by that shareholder.
- 52.2 Proxies may only validly be appointed by a notice in writing (**proxy notice**) which:
- 52.2.1 states the name and address of the shareholder appointing the proxy;
  - 52.2.2 identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed;
  - 52.2.3 is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and
  - 52.2.4 is delivered to the company in accordance with the articles and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate and received by the company:
    - 52.2.4.1 subject to Articles 52.2.4.2 and 52.2.4.3, in the case of a general meeting or adjourned meeting, not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the right to vote is to be exercised;
    - 52.2.4.2 in the case of a poll taken more than forty-eight hours after it is demanded, after the poll has been demanded and not less than twenty-four hours before the time appointed for the taking of the poll; or

52.2.4.3 where the poll is not taken forthwith but is taken not more than forty-eight hours after it was demanded, at the time at which the poll was demanded or twenty-four hours before the time appointed for the taking of the poll, whichever is the later,

and a proxy notice which is not delivered and received in such manner shall be invalid.

52.3 Article 45(3) of the Model Articles shall be amended by the addition of the following at the end of the article:

“and the proxy is obliged to vote or abstain from voting in accordance with the specified instructions. However, the Company is not obliged to check whether a proxy votes or abstains from voting as he has been instructed and shall incur no liability for failing to do so. Failure by a proxy to vote or abstain from voting as instructed at a meeting shall not invalidate proceedings at that meeting.”

### 53 **Delivery of proxy notices**

53.1 Any notice of a general meeting must specify the address or addresses (**proxy notification address**) at which the company or its agents will receive proxy notices relating to that meeting, or any adjournment of it, delivered in hard copy or electronic form.

53.2 Article 46(1) of the Model Articles shall be amended by inserting the words: “to a proxy notification address” at the end of that Article.

53.3 A notice revoking a proxy appointment only takes effect if it is received by the company:

53.3.1 Subject to Articles 53.3.2 and 53.3.3, in the case of a general or adjourned meeting, not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the right to vote is to be exercised;

53.3.2 in the case of a poll taken more than forty-eight hours after it was demanded, not less than twenty-four hours before the time appointed for the taking of the poll; or

53.3.3 in the case of a poll not taken forthwith but not more than forty-eight hours after it was demanded, at the time at which it was demanded or twenty-four hours before the time appointed for the taking of the poll, whichever is later,

and a notice which is not delivered and received in such manner shall be invalid.

53.4 In calculating the periods referred to in Article 52 (Content of proxy notices) and this Article 53, no account shall be taken of any part of a day that is not a working day.

54 **Representation of corporations at meetings**

Subject to the Companies Act 2006, a company which is a shareholder may, by resolution of its directors or other governing body, authorise one or more persons to act as its representative or representatives at a meeting of the company or at a separate meeting of the holders of a class of shares of the company (**corporate representative**). A director, secretary or other person authorised for the purpose by the directors may require a corporate representative to produce a certified copy of the resolution of authorisation before permitting him to exercise his powers.

**WRITTEN RESOLUTIONS**

55 A resolution of the shareholders (or a class of shareholders) may be passed as a written resolution in accordance with chapter 2 of part 13 of the Companies Act 2006.

**PART 5**

**MISCELLANEOUS PROVISIONS**

**COMMUNICATIONS**

56 **Means of communication to be used**

56.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

56.1.1 If properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, forty-eight hours after it was posted;

56.1.2 If properly addressed and delivered by hand, when it was given or left at the appropriate address;

56.1.3 If properly addressed and sent or supplied by electronic means forty-eight hours after the document or information was sent or supplied; and

56.1.4 If sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this Article 56.1, no account shall be taken of any part of a day that is not a working day.

56.2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by of the Companies Act 2006.

- 56.3 In the case of joint holders of a share, all notices or documents shall be given to the joint holder whose name stands first in the register in respect of the joint holding. Notice so given shall be sufficient notice to all of the joint holders. Where there are joint holders of a share, anything which needs to be agreed or specified in relation to any notice, document or other information to be sent or supplied to them can be agreed or specified by any one of the joint holders. The agreement or specification of the joint holder whose name stands first in the register will be accepted to the exclusion of the agreement or specification of any other joint holder (s) whose name(s) stand later in the register.
- 56.4 The Company may give notice to the transmittee of a member, by sending or delivering it in any manner authorised by these Articles for the giving of notice to a member, addressed to that person by name, or by the title, of representative of the deceased or trustee of the bankrupt or representative by operation of law or by any like description, at the address (if any) within the United Kingdom supplied for the purpose by the person claiming to be so entitled. Until such an address has been so supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy or operation of law had not occurred.

#### **ADMINISTRATIVE ARRANGEMENTS**

##### **57 Company seals**

Article 49(3) of the Model Articles shall be amended by the insertion of the words "by either at least two authorised persons or" after the word "signed".

#### **DIRECTORS' INDEMNITY AND INSURANCE**

##### **58 Indemnity**

**58.1** Subject to Article 58.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

58.1.1 each relevant officer shall be indemnified out of the company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:

58.1.1.1 in the actual or purported execution and/or discharge of his duties, or in relation to them; and

58.1.1.2 in relation to the company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),

including (in each case) any liability incurred by him in defending any civil or criminal proceedings in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in

relation to the company's (or any associated company's ) affairs; and

58.1.2 the company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 58.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

58.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

58.3 In this Article 58:

58.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

58.3.2 a **relevant officer** means any director or alternate director or other officer or former director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Companies Act 2006) and may, if the shareholders so decide, include any person engaged by the company (or any associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).

## 59 Insurance

59.1 The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant officer in respect of any relevant loss.

59.2 In this Article:

59.2.1 a **relevant officer** means any director or alternate director or other officer or former director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Companies Act 2006;

59.2.2 a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that officer's duties or powers in relation to the company, any associated company or any pension fund or employees' share scheme of the company or associated company; and

59.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

**Registered Number 11124046**

**IUGIS FINANCE LIMITED**

**Dormant Accounts**

**31 December 2019**



**Balance Sheet as at 31 December 2019**

	<b>2019</b>	<b>2018</b>
	£	£
Current assets		
Cash at bank and in hand	100	100
<b>Net assets</b>	<b>100</b>	<b>100</b>
Issued share capital		
100 Ordinary Shares of £ 1 each	100	100
<b>Total Shareholder funds</b>	<b>100</b>	<b>100</b>

**STATEMENTS**

- a. For the year ending 31 December 2019 the company was entitled to exemption under section 480 of the Companies Act 2006 relating to dormant companies.
- b. The members have not required the company to obtain an audit in accordance with section 476 of the Companies Act 2006.
- c. The directors acknowledge their responsibilities for complying with the requirements of the Act with respect to accounting records and the preparation of accounts.
- d. These accounts have been prepared in accordance with the provisions applicable to companies subject to the small companies regime.

Approved by the Board on 31 March 2020

And signed on their behalf by:

**B PAPADIMITRIOU, Director**

This document was delivered using electronic communications and authenticated in accordance with the registrar's rules relating to electronic form, authentication and manner of delivery under section 1072 of the Companies Act 2006.



Strictly confidential

---

## **iugis Global Financial Services Limited (formerly known as Orca Global Financial Services Ltd)**

FILE COPY



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

Company Number 11785331

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

**ORCA GLOBAL FINANCIAL SERVICES 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 24th January 2019



\* N11785331G \*



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



**Application to register a company**



Received for filing in Electronic Format on the: **24/01/2019**

X7XSP0B4

---

*Company Name in full:* **ORCA GLOBAL FINANCIAL SERVICES LTD**

*Company Type:* **Private company limited by shares**

*Situation of Registered Office:* **England and Wales**

*Proposed Registered Office Address:* **9TH FLOOR 107 CHEAPSIDE  
LONDON  
UNITED KINGDOM EC2V 6DN**

*Sic Codes:* **64910**

## ***Proposed Officers***

---

### ***Company Secretary 1***

**Type:** Corporate  
**Name:** OHS SECRETARIES LIMITED  
**Principal / Business Address:** 9TH FLOOR 107 CHEAPSIDE  
LONDON  
ENGLAND  
ENGLAND EC2V 6DN

### ***European Economic Area (EEA) Company***

**Register Location:** UNITED KINGDOM  
**Registration Number:** 06778592

*The subscribers confirm that the corporate body named has consented to act as a secretary.*

## ***Company Director 1***

**Type:** Person  
**Full Forename(s):** MR BASILE  
**Surname:** PAPADIMITRIOU  
**Service Address:** recorded as Company's registered office  
**Country/State Usually Resident:** AUSTRALIA

**Date of Birth:** \*\*/08/1972                      **Nationality:** AUSTRALIAN  
**Occupation:** MANAGING DIRECTOR

*The subscribers confirm that the person named has consented to act as a director.*

## ***Company Director 2***

**Type:** Person  
**Full Forename(s):** MR MATTHEW GERARD  
**Surname:** INGRAM  
**Service Address:** recorded as Company's registered office  
**Country/State Usually Resident:** AUSTRALIA

**Date of Birth:** \*\*/05/1963                      **Nationality:** AUSTRALIAN  
**Occupation:** MANAGING DIRECTOR

*The subscribers confirm that the person named has consented to act as a director.*

## ***Statement of Capital (Share Capital)***

---

<i>Class of Shares:</i>	<b>ORDINARY</b>	<i>Number allotted</i>	<b>2</b>
<i>Currency:</i>	<b>GBP</b>	<i>Aggregate nominal value:</i>	<b>2</b>
<i>Prescribed particulars</i>			

**THE SHARES HAVE ATTACHED TO THEM FULL VOTING, DIVIDEND AND CAPITAL DISTRIBUTION (INCLUDING ON WINDING UP) RIGHTS; THEY DO NOT CONFER ANY RIGHTS OF REDEMPTION.**

---

### **Statement of Capital (Totals)**

---

<i>Currency:</i>	<b>GBP</b>	<i>Total number of shares:</i>	<b>2</b>
		<i>Total aggregate nominal value:</i>	<b>2</b>
		<i>Total aggregate unpaid:</i>	<b>0</b>

## *Initial Shareholdings*

---

*Name:* **MATTHEW GERARD  
INGRAM**

*Address* **9TH FLOOR 107 CHEAPSIDE  
LONDON  
UNITED KINGDOM  
EC2V 6DN**

*Class of Shares:* **ORDINARY**

*Number of shares:* **1**

*Currency:* **GBP**

*Nominal value of each share:* **1**

*Amount unpaid:* **0**

*Amount paid:* **1**

*Name:* **BASILE PAPADIMITRIOU**

*Address* **9TH FLOOR 107 CHEAPSIDE  
LONDON  
UNITED KINGDOM  
EC2V 6DN**

*Class of Shares:* **ORDINARY**

*Number of shares:* **1**

*Currency:* **GBP**

*Nominal value of each share:* **1**

*Amount unpaid:* **0**

*Amount paid:* **1**



## ***Persons with Significant Control (PSC)***

---

### **Statement of initial significant control**

---

**On incorporation, there will be someone who will count as a Person with Significant Control (either a registerable person or relevant legal entity (RLE)) in relation to the company**

---

## ***Individual Person with Significant Control details***

---

***Names:*** **MR MATTHEW GERARD INGRAM**

***Country/State Usually Resident:*** **AUSTRALIA**

***Date of Birth:*** **\*\*/05/1963** ***Nationality:*** **AUSTRALIAN**

***Service address recorded as Company's registered office***

***The subscribers confirm that each person named as an individual PSC in this application knows that their particulars are being supplied as part of this application.***

*Nature of control*                    **The person holds, directly or indirectly, more than 25% but not more than 50% of the voting rights in the company.**

*Nature of control*                    **The person holds, directly or indirectly, more than 25% but not more than 50% of the shares in the company.**

## ***Individual Person with Significant Control details***

---

***Names:*** **MR BASILE PAPADIMITRIOU**

***Country/State Usually Resident:*** **AUSTRALIA**

***Date of Birth:*** **\*\*/08/1972** ***Nationality:*** **AUSTRALIAN**

***Service address recorded as Company's registered office***

***The subscribers confirm that each person named as an individual PSC in this application knows that their particulars are being supplied as part of this application.***

<i>Nature of control</i>	<b>The person holds, directly or indirectly, more than 25% but not more than 50% of the shares in the company.</b>
<i>Nature of control</i>	<b>The person holds, directly or indirectly, more than 25% but not more than 50% of the voting rights in the company.</b>

## ***Statement of Compliance***

---

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

*Name:* **MATTHEW GERARD INGRAM**

*Authenticated* **YES**

*Name:* **BASILE PAPADIMITRIOU**

*Authenticated* **YES**

---

## ***Authorisation***

*Authoriser Designation:* **subscriber**

*Authenticated* **YES**

---

**COMPANY HAVING A SHARE CAPITAL**

---

**MEMORANDUM OF ASSOCIATION OF**

**ORCA Global Financial Services 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 each.

---

Name of each subscriber

Authentication by each subscriber

---

Basile Papadimitriou

Matthew Gerard Ingram

Dated this 23<sup>rd</sup> day of January 2019.

**THE COMPANIES ACT 2006**  
**PRIVATE COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**ORCA GLOBAL FINANCIAL SERVICES LTD**  
**(THE "COMPANY")**  
**PRELIMINARY**

**1. INTERPRETATION**

1.1 In these Articles, unless the context otherwise requires:

"**Act**" means the Companies Act 2006;

"**Articles**" means these articles of association as altered from time to time, and references to an "**article**" by number are to the relevant numbered paragraph of these Articles unless expressly provided otherwise;

"**Business Day**" means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;

"**Conflict**" has the meaning given in article 9.1;

"**conflicted director**" means a director who has, or could have, a Conflict in a situation involving the Company and consequently whose vote is not to be counted in respect of any resolution to authorise that Conflict and who is not to be counted as participating in the quorum for the meeting (or part of the meeting) at which that resolution is to be voted on; and

"**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 prior to the date of adoption of these Articles.

1.2 Save as otherwise specifically provided in these Articles, words and expressions that have particular meanings in the Model Articles have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions that have particular meanings in the Act have the same meanings in these Articles.

1.3 Headings in these Articles are used for convenience only and do not affect the construction or interpretation of these Articles.

1.4 A reference in these Articles to any statute or statutory provision includes any order, rule, regulation or other subordinate legislation made under that statute or provision and, if not



inconsistent with the subject or the context, includes every statutory modification or re-enactment of that statute or provision for the time being in force.

1.5 In these Articles:

- (a) words in the singular include the plural and *vice versa*, and words importing one gender include the other genders;
- (b) the use of the words "**including**" or "**includes**" does not limit the meaning of the words preceding it; and
- (c) a reference to a "**person**" includes a body corporate and an unincorporated body of persons.

1.6 The Model Articles apply to the Company, save insofar as they are modified or excluded by these Articles or are inconsistent with these Articles, and, subject to any such modifications, exclusions or inconsistencies, together with these Articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation.

1.7 Articles 7, 8, 11, 13, 14, 15, 26(5), 44(2), 52 and 53 of the Model Articles do not apply to the company.

1.8 Article 29 of the Model Articles is amended by the insertion of the words ", or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2)," after the words "the transmittee's name".

## **DECISION MAKING BY THE DIRECTORS**

### **2. DECISIONS OF THE DIRECTORS**

2.1 The general rule about decision-making by directors is that any decision of the directors must be either:

- (a) a decision taken at a directors' meeting in accordance with these Articles;
- (b) a directors' written resolution adopted in accordance with article 4; or
- (c) a unanimous decision taken in accordance with article 5.

2.2 If, for the time being, the Company has only one director, the general rule set out in article 2.1 does not apply and the director may, for so long as he remains the sole director, take decisions without regard to any of the provisions of the Articles relating to directors' decision making and exercise all the powers, authorities and discretions conferred on the directors under the Articles.

### **3. QUORUM FOR DIRECTORS' MEETINGS**

- 3.1 No decision (other than a decision to call a further directors' meeting) may be taken at a directors' meeting unless a quorum is participating in the meeting.
- 3.2 Subject to article 3.3, the quorum for directors' meetings may be fixed from time to time by a decision of the directors.
- 3.3 If, in relation to a directors' meeting (or part of such a meeting) held to consider a resolution to authorise a matter pursuant to article 9, there is only one non-conflicted director in office in addition to the conflicted director(s), the quorum for that meeting (or the relevant part of such meeting) shall be one non-conflicted director.
- 3.4 If at any time the number of directors is less than the minimum number required under the Articles or is less than the number required under the Articles as the quorum, the directors or director in office may act for the purpose of:
- (a) appointing an additional director or directors to make up such minimum; or
  - (b) calling a general meeting, for the purpose of making such appointment or appointments,

but may not act for any other purpose or make any other decision.

### **4. DIRECTORS' WRITTEN RESOLUTIONS**

- 4.1 Any director may propose a directors' written resolution, and the company secretary (if any) must propose a directors' written resolution if a director so requests.
- 4.2 A directors' written resolution is proposed by giving notice of the proposed resolution to the directors. Notice of a proposed directors' written resolution must:
- (a) include the text of the proposed resolution; and
  - (b) be given in writing to each director.
- 4.3 A proposed directors' written resolution is adopted in accordance with this article 4 when all of the non-conflicted directors have signed one or more copies of it provided that those directors would have formed a quorum at such a meeting.
- 4.4 Once a directors' written resolution has been adopted in accordance with this article 4, it must be treated as if it were a decision taken at a directors' meeting in accordance with the Articles.

### **5. UNANIMOUS DECISIONS**

- 5.1 A decision of the directors is a unanimous decision taken in accordance with this article 5 (*Unanimous decisions*) when all non-conflicted directors indicate to each other by any means that they share a common view on a matter, provided always that a unanimous

decision may not be taken in accordance with this article 5 if the non-conflicted directors would not have formed a quorum at a directors' meeting had the matter been proposed as a resolution at such a meeting.

5.2 Once a unanimous decision has been taken in accordance with this article 5, it must be treated as if it were a decision taken at a directors' meeting in accordance with the Articles.

## **6. VOTING AT DIRECTORS' MEETINGS**

6.1 Subject to these Articles:

- (a) a decision is taken at a directors' meeting by a majority of the votes of the directors who are participating in the meeting; and
- (b) each director participating in a directors' meeting has one vote.

6.2 If the number of votes for and against a proposal are equal, the chairman or other director chairing the directors' meeting shall not have a casting vote.

## **7. RECORDS OF DIRECTORS' DECISIONS TO BE KEPT**

7.1 The directors must ensure that the Company keeps a record, in writing, for at least ten years from the date of the decision recorded, of:

- (a) every decision taken at a directors' meeting in accordance with the Articles;
- (b) every decision taken in the form of a directors' written resolution adopted in accordance with article 4; and
- (c) every unanimous decision taken in accordance with article 5.

7.2 Where unanimous decisions of the directors taken in accordance with article 5 are taken by electronic means, those decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

## **8. TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY**

Subject to sections 177(5) and 177(6) and sections 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:

- (a) may be a party to or otherwise interested in any contract, transaction or arrangement with the Company or in which the Company has a direct or indirect interest;
- (b) shall be counted as participating for voting and quorum purposes in any decision of the directors (or committee of directors) in connection with any proposed or

existing transaction or arrangement with the Company in which he is in any way directly or indirectly interested;

- (c) may hold any other office or place of profit with the Company (except that of auditor) in conjunction with his office of director and on such terms, including as to remuneration, as the directors may decide;
- (d) may act by himself or through a firm with which he is associated in a professional capacity for the Company or any other company in which the Company may be interested (otherwise than as an auditor) on such terms, including as to remuneration, as the directors may decide;
- (e) may be or become a director or other officer of, or employed by or otherwise be interested in any holding company or subsidiary company of the Company or any other company in which the Company may be interested; and
- (f) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement, from any such office or employment or from any interest in any such body corporate, and no such contract, 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.

## **9. DIRECTORS' CONFLICTS OF INTEREST**

9.1 The directors may, in accordance with the requirements set out in this article 9, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of the Act to avoid conflicts of interest (a "**Conflict**").

9.2 A director seeking authorisation in respect of a Conflict shall:

- (a) declare to the other directors the nature and extent of his interest in a Conflict as soon as is reasonably practicable; and
- (b) provide the other directors with such information as is necessary to enable them to decide how to address any actual or potential conflict of interest which may reasonably be expected to arise out of that matter.

9.3 Any authorisation under this article 9 is effective only if:

- (a) the matter in question is proposed by any director for consideration in the same way that any other matter may be proposed to the directors under these Articles or in such other manner as the directors may determine;
- (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the director in question and any other conflicted director; and

- (c) the matter is agreed to without the director and any other conflicted director(s) voting, or would have been agreed to if their votes had not been counted.

9.4 When the directors authorise a Conflict under this article 9, the directors may (whether at the time of giving the authorisation or subsequently):

- (a) extend the authorisation to any actual or potential conflict of interest which may reasonably be expected to arise out of the Conflict so authorised;
- (b) make the authorisation subject to any terms and for such duration or impose such limits or conditions on the authorisation as the directors may determine; and
- (c) withdraw the authorisation or vary the terms or conditions to which the authorisation is subject at any time, provided that this will not affect anything done by the director in question prior to such termination or variation in accordance with the terms of the authorisation.

9.5 In authorising a Conflict, 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 the Conflict 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:

- (a) disclose such information to the directors or to any director or other officer or employee of the Company; or
- (b) 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.

9.6 Where the directors authorise a Conflict, they may provide, without limitation (whether at the time of giving the authorisation or subsequently), that the director:

- (a) is excluded from participating in any discussions (whether at meetings of directors or otherwise) relating to the Conflict;
- (b) is excused from reviewing papers prepared by or for the directors to the extent they relate to the Conflict; and
- (c) is excluded from participating for voting and quorum purposes in any future decision of the directors concerning any matter which gives rise or otherwise relates to the Conflict.

9.7 Where the directors authorise a Conflict:

- (a) the director will be obliged to conduct himself in accordance with any terms, limits and/or conditions imposed by the directors in relation to the Conflict; and

- (b) the director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and/or conditions (if any) as the directors impose in respect of its authorisation.

9.8 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the company for any remuneration, profit or other benefit he derives from or in connection with a relationship involving a Conflict that has been authorised by the directors or by the Company in general meeting (subject, in each case, to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

9.9 If a question arises at a directors' meeting as to the entitlement of a director (including the chairman or other director chairing the meeting) to participate in the meeting (or part of the meeting) for quorum and voting purposes and the question is not resolved by the director concerned voluntarily agreeing not to participate, the question shall be decided by a decision of the directors participating in the meeting (and, for this purpose, the director concerned is not to be counted as participating in the meeting, or that part of the meeting, for quorum or voting purposes) and their decision shall be final and conclusive except in a case where the nature and extent of the interest of the director concerned have not been fairly disclosed.

## **APPOINTMENT AND REMOVAL OF DIRECTORS**

### **10. NUMBER OF DIRECTORS**

Unless otherwise determined by ordinary resolution:

- (a) the number of directors shall not be subject to any maximum; and
- (b) the minimum number of directors shall be one.

### **11. TERMINATION OF DIRECTOR'S APPOINTMENT**

In addition to the circumstances set out in article 18 of the Model Articles, a person ceases to be a director if:

- (a) he has been absent from directors' meetings for six consecutive months without the permission of the directors and the directors decide that his office be vacated;  
or
- (b) he is given notice in writing signed by a majority consisting of not less than three-quarters in number of the other directors requiring him to resign as a director (and, for this purpose, such a notice may consist of several documents in the same form each of which has been signed by one or more directors).

## **COMPANY SECRETARY**

### **12. SECRETARY**

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and on such conditions as they may think fit and, from time to time, remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

## **ALLOTMENT OF SHARES**

### **13. EXCLUSION OF STATUTORY PRE-EMPTION RIGHTS**

In accordance with section 567 of the Act, none of the requirements set out in section 561 or section 562 of the Act shall apply to an allotment of equity securities (within the meaning of section 560 of the Act) by the Company.

## **TRANSFERS OF SHARES**

### **14. SHARE TRANSFERS**

14.1 The directors may refuse to register the transfer of a share if:

- (a) the transfer is not lodged at the registered office of the Company or such other place as the directors have appointed;
- (b) the transfer is not accompanied by the certificate for the shares to which it relates and such other evidence as the directors may reasonably require to show the right of the transferor to make the transfer or the right of a person other than the transferor to make the transfer on the transferor's behalf;
- (c) the transfer is in respect of more than one class of shares;
- (d) the transfer is in favour of more than four transferees;
- (e) the transfer is to a minor, bankrupt or a person of unsound mind; or
- (f) the transfer is not duly stamped (if required).

14.2 If the directors refuse to register a transfer of a share, the instrument of transfer must be returned to the transferee with the notice of refusal unless the directors suspect that the proposed transfer may be fraudulent.

## **DECISION MAKING BY SHAREHOLDERS**

### **15. POLL VOTES**

15.1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting.

- 15.2 Article 44(3) of the Model Articles is amended by the insertion of the following new paragraph at the end of that article:

"A demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made".

## **16. PROXIES**

- 16.1 Article 45(1)(d) of the Model Articles is deleted and replaced with the words "is delivered to the Company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate".

- 16.2 Article 45(1) of the Model Articles is amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting, as a new paragraph at the end of that article.

## **ADMINISTRATIVE ARRANGEMENTS**

### **17. DEEMED DELIVERY OF NOTICES, DOCUMENTS AND INFORMATION**

- 17.1 Any notice, document or information sent or supplied by the Company is deemed to have been received by the intended recipient:

- (a) if sent by first class post, at the expiration of 24 hours after it was put in the post (or, where second class post is used, at the expiration of 48 hours after it was put in the post) and, in proving such receipt, it will be sufficient to show that the notice, document or information was properly addressed to the intended recipient and put into the postal system with postage paid;
- (b) if sent by hand or by courier, at the time it is left at or delivered to the relevant address;
- (c) if sent by electronic means, one hour after it was sent and, in proving such receipt, it will be sufficient to show that the notice, document or information was properly addressed to the intended recipient; and
- (d) if sent or supplied by being made available on a website, when it was first made available on the website or, if later, when the intended recipient received (or is deemed to have received) notice of the fact that the notice, document or information was available on the website.

- 17.2 In calculating a period of hours for the purposes of article 17.1, no account shall be taken of any part of a day that is not a working day (as defined in section 1173 of the Act).



17.3 A notice, document or information is properly addressed to the intended recipient for the purposes of article 17.1 if it is addressed to the intended recipient at an address permitted by the Act.

17.4 The accidental failure to send, or the non-receipt by any person entitled to, any notice of or other document or information relating to any meeting or other proceeding shall not invalidate the relevant meeting or proceeding.

## 18. JOINT HOLDERS

Except as otherwise provided in the Articles:

- (a) any notice, document or information which is authorised or required to be sent or supplied to joint holders of a share may be sent or supplied to the joint holder whose name stands first in the register of members of the Company in respect of the share, to the exclusion of the other joint holder(s); and
- (b) anything which needs to be agreed or specified by the joint holders of a share shall for all purposes be taken to be agreed or specified by all the joint holders where it has been agreed or specified by the joint holder whose name stands first in the register of members of the Company in respect of the share.

## DIRECTORS' LIABILITIES

## 19. INDEMNITY

19.1 Subject to article 19.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- (a) each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:
  - (i) in the actual or purported execution and/or discharge of his duties, or in relation to them; and
  - (ii) in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

including (in each case) any liability incurred by him in defending any civil or criminal proceedings in which judgment is given in his favour or in which he is acquitted or where the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

- (b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 19.1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

19.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

19.3 In this article:

- (a) companies are "**associated**" if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- (b) "**relevant officer**" means any director or other officer, or former director or other officer, of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).

## 20. **INSURANCE**

20.1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

20.2 In this article:

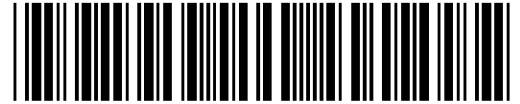
- (a) "**relevant officer**" means any director or other officer, or former director or other officer, of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor);
- (b) "**relevant loss**" means any loss or liability that is or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and
- (c) companies are "**associated**" if one is a subsidiary of the other or both are subsidiaries of the same body corporate.



**Confirmation Statement**

Company Name: **IUGIS Global Financial Services Limited**

Company Number: **11785331**



Received for filing in Electronic Format on the: **14/02/2020**

X8YSWN49

Company Name: **IUGIS Global Financial Services Limited**

Company Number: **11785331**

Confirmation **23/01/2020**

Statement date:

## Statement of Capital (Share Capital)

---

<b>Class of Shares:</b>	<b>ORDINARY</b>	Number allotted	<b>200</b>
Currency:	<b>GBP</b>	Aggregate nominal value:	<b>2</b>

Prescribed particulars

**THE SHARES HAVE ATTACHED TO THEM FULL VOTING, DIVIDEND AND CAPITAL DISTRIBUTION (INCLUDING ON WINDING UP) RIGHTS; THEY DO NOT CONFER ANY RIGHTS OF REDEMPTION.**

---

## Statement of Capital (Totals)

---

Currency:	<b>GBP</b>	Total number of shares:	<b>200</b>
		Total aggregate nominal value:	<b>2</b>
		Total aggregate amount unpaid:	<b>0</b>

## Full details of Shareholders

The details below relate to individuals/corporate bodies that were shareholders during the review period or that had ceased to be shareholders since the date of the previous confirmation statement.

Shareholder information for a non-traded company as at the confirmation statement date is shown below

Shareholding 1: **50 transferred on 2020-01-23**  
**50 ORDINARY shares held as at the date of this confirmation statement**  
Name: **MATTHEW GERARD INGRAM**

Shareholding 2: **150 ORDINARY shares held as at the date of this confirmation statement**  
Name: **BASILE PAPADIMITRIOU**

## Confirmation Statement

I confirm that all information required to be delivered by the company to the registrar in relation to the confirmation period concerned either has been delivered or is being delivered at the same time as the confirmation statement

# Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Charity Commission Receiver and Manager, CIC Manager,  
Judicial Factor

**Check and print your accounts before you continue**

**Registered Number 11785331**

**IUGIS GLOBAL FINANCIAL SERVICES LIMITED**

**Dormant Accounts**

**31 March 2020**



**Balance Sheet as at 31 March 2020**

	<b>2020</b>
	<b>£</b>
Current assets	
Cash at bank and in hand	2
<b>Net assets</b>	<u>2</u>
Issued share capital	
200 Ordinary Shares of £ 0.01 each	2
<b>Total Shareholder funds</b>	<u>2</u>

**STATEMENTS**

- a. For the year ending 31 March 2020 the company was entitled to exemption under section 480 of the Companies Act 2006 relating to dormant companies.
- b. The members have not required the company to obtain an audit in accordance with section 476 of the Companies Act 2006.
- c. The directors acknowledge their responsibilities for complying with the requirements of the Act with respect to accounting records and the preparation of accounts.
- d. These accounts have been prepared in accordance with the provisions applicable to companies subject to the small companies regime.

Approved by the Board on 24 April 2020

And signed on their behalf by:

**Matthew Ingram, Director**

This document was delivered using electronic communications and authenticated in accordance with the registrar's rules relating to electronic form, authentication and manner of delivery under section 1072 of the Companies Act 2006.



Strictly confidential

---

## Annex E. Greek corporate records and company accounts



Strictly confidential

---

## Mazcon Investments Hellas IKE





















































































































































































































































































































International Company Report on

# ENVIRONMENTAL SOLUTIONS INTERNATIONAL PTE. LTD.

**COMPANY NUMBER: 201621588Z**



Singapore

**Date prepared:** Tuesday, 13 July 2021 3:28 pm

## Contents

- [Company profile](#)
- [Address and contact information](#)
- [Directors and shareholders](#)
- [Capital](#)
- [Activity information](#)
- [Legal form](#)
- [About KYC & AML](#)

---

## COMPANY PROFILE: ENVIRONMENTAL SOLUTIONS INTERNATIONAL PTE. LTD.

Country	Singapore	
<b>Company name</b>	<b>ENVIRONMENTAL SOLUTIONS INTERNATIONAL PTE. LTD.</b>	
Company number	201621588Z	
Registration date	8/8/2016	
Last annual account date	31/12/2019	
Company status	LIVE COMPANY	
State of incorporation	SINGAPORE	
Registration authority	BizInsights Singapore	
Data retrieval date	13/7/2021	

---

## ADDRESS AND CONTACT INFORMATION

Address	Type
20 CECIL STREET #05-03 PLUS SINGAPORE 049705	Not specified

---

## DIRECTORS AND SHAREHOLDERS

### Directors

No	Name	Title	Appointed date	Nationality	Director number	Address
1	BASILE PAPADIMITRIOU	DIRECTOR	8/8/2016	AUSTRALIAN	PA8225690	27 MALTON RD BEECROFT NSW 2119 AUSTRALIA
2	BASILE PAPADIMITRIOU	MANAGING DIRECTOR	8/8/2016	AUSTRALIAN	PA8225690	27 MALTON RD BEECROFT NSW 2119 AUSTRALIA
3	KWOK YU	SECRETARY	8/8/2016	CHINESE	S7984925A	20 CECIL STREET #05-03 PLUS SINGAPORE 049705
4	ONG JING SONG	DIRECTOR	7/6/2017	SINGAPORE CITIZEN	S9130306Z	20 CECIL STREET #05-03 PLUS SINGAPORE 049705

### Persons of significant control

No data found.

### Shareholders

Name	Id	Type	Nationality	Address	Currency	Share count	Share type
BASILE PAPADIMITRIOU	PA8225690	INDIVIDUAL	AUSTRALIAN	27 MALTON RD BEECROFT NSW 2119 AUSTRALIA	SINGAPORE, DOLLARS	1,000	ORDINARY SHARES

---

## CAPITAL

Issued share capital (amount)	Currency	Type
1,000	SINGAPORE, DOLLARS	Ordinary

---

## ACTIVITY INFORMATION

### Activities

Code	Description
70201	Management consultancy services (general)
72106	Research and experimental development on environment and clean technologies

---

## LEGAL FORM

Label	Value
Legal form declaration	EXEMPT PRIVATE COMPANY LIMITED BY SHARES

---

## PRODUCT DISCLAIMER

All data presented through the Kyckr service is retrieved by means of direct access gateways to the various registries. The content of such data, as well as the currency and accuracy of such data, is reflective of the data as it was retrieved from the particular registry. Kyckr makes no changes to the content of the data, except to reformat it into a more easily readable presentation. While Kyckr has constructed this search to be as reliable as is practical, access to any particular government database may be subject to unannounced and/or unexpected downtime that is beyond the control of Kyckr. Furthermore, while Kyckr makes every effort to access, present, or transmit the data in an accurate and timely manner as it currently resides on the various registry databases, it makes no representations of any kind to either the accuracy or currency of the data displayed or transmitted. Kyckr disclaims any and all liabilities of any nature arising from the use of, or reliance upon the search results by a subscriber. The various agencies responsible for hosting the databases are the definitive authority of the content of all records displayed through their systems. Any questions concerning such content should be answered by securing certified copies of such records from their original source.

End of report.



## International Company Report on

**FORUM GROUP NZ LIMITED****COMPANY NUMBER: 9429048598200****New Zealand****Date prepared:** Tuesday, 13 July 2021 3:41 pm**Contents**

- [Company profile](#)
- [Address and contact information](#)
- [Directors and shareholders](#)
- *Capital (no data)*
- *Activity information (no data)*
- *Legal form (no data)*
- [About KYC & AML](#)

---

## COMPANY PROFILE: FORUM GROUP NZ LIMITED

Country	New Zealand	
Company name	FORUM GROUP NZ LIMITED	
Company number	9429048598200	
Registration number	LTD: 8097404	
Foundation/incorporation date	4/9/2020	
Legal form	NZ Limited Company	
Company status	Registered	
Registration authority	New Zealand Companies Office	
Data retrieval date	13/7/2021	

---

## ADDRESS AND CONTACT INFORMATION

Address	Type
REB Group Ltd, 1 Parkhead Place, Rosedale, Auckland, 0632, NZ	Registered Address (since 2020-09-04)
REB Group Ltd, 1 Parkhead Place, Rosedale, Auckland, 0632, NZ	Physical Address (since 2020-09-04)

---

## DIRECTORS AND SHAREHOLDERS

### Directors

No	Name	Title	Appointed date	Address
1	Basile PAPADIMITRIOU	Director (ACTIVE)	4/9/2020	5 Bulkara Street, Wagstaffe, 2257, AU

### Persons of significant control

No data found.

### Shareholders

Name	Address	Share count	Total shares count
The Forum Group of Companies Pty Ltd	Level 1/12 O'connell Street, Sydney, 2000, AU	100	100

---

## CAPITAL

No data found.

---

## ACTIVITY INFORMATION

*No data found.*

---

## LEGAL FORM

*No data found.*

---

## PRODUCT DISCLAIMER

All data presented through the Kyckr service is retrieved by means of direct access gateways to the various registries. The content of such data, as well as the currency and accuracy of such data, is reflective of the data as it was retrieved from the particular registry. Kyckr makes no changes to the content of the data, except to reformat it into a more easily readable presentation. While Kyckr has constructed this search to be as reliable as is practical, access to any particular government database may be subject to unannounced and/or unexpected downtime that is beyond the control of Kyckr. Furthermore, while Kyckr makes every effort to access, present, or transmit the data in an accurate and timely manner as it currently resides on the various registry databases, it makes no representations of any kind to either the accuracy or currency of the data displayed or transmitted. Kyckr disclaims any and all liabilities of any nature arising from the use of, or reliance upon the search results by a subscriber. The various agencies responsible for hosting the databases are the definitive authority of the content of all records displayed through their systems. Any questions concerning such content should be answered by securing certified copies of such records from their original source.

**End of report.**

# International Company Report on **IUGIS (NZ) LIMITED**

**COMPANY NUMBER: 9429046666581**



**New Zealand**

**Date prepared:** Tuesday, 13 July 2021 3:44 pm

## **Contents**

- [Company profile](#)
- [Address and contact information](#)
- [Directors and shareholders](#)
- *Capital (no data)*
- *Activity information (no data)*
- *Legal form (no data)*
- [About KYC & AML](#)

---

## COMPANY PROFILE: IUGIS (NZ) LIMITED

Country	New Zealand	
Company name	IUGIS (NZ) LIMITED	
Company number	9429046666581	
Registration number	LTD: 6765037	
Foundation/incorporation date	21/3/2018	
Legal form	NZ Limited Company	
Company status	Registered	
Registration authority	New Zealand Companies Office	
Data retrieval date	13/7/2021	

---

## ADDRESS AND CONTACT INFORMATION

Address	Type
REB Group Limited, 1 Parkhead Place, Rosedale, Auckland, 0632, NZ	Registered Address (since 2021-04-06)
Findex, Level 29, 188 Quay Street, Auckland Central, Auckland, 1010, NZ	Registered Address (2018-03-21 - 2021-04-06)
REB Group Limited, 1 Parkhead Place, Rosedale, Auckland, 0632, NZ	Physical Address (since 2021-04-06)
Findex, Level 29, 188 Quay Street, Auckland Central, Auckland, 1010, NZ	Physical Address (2018-03-21 - 2021-04-06)

---

## DIRECTORS AND SHAREHOLDERS

### Directors

No	Name	Title	Appointed date	Address
1	Basile PAPANIMITRIOU	Director (ACTIVE)	21/3/2018	23 Margaret Street, Rozelle, Nsw, 2039, AU

### Persons of significant control

No data found.

### Shareholders

Name	Address	Share count	Total shares count
Basile PAPANIMITRIOU	27 Malton Road, Beecroft, Nsw, 2119, AU	100	100

---

## **CAPITAL**

*No data found.*

---

## **ACTIVITY INFORMATION**

*No data found.*

---

## **LEGAL FORM**

*No data found.*

---

## **PRODUCT DISCLAIMER**

All data presented through the Kyckr service is retrieved by means of direct access gateways to the various registries. The content of such data, as well as the currency and accuracy of such data, is reflective of the data as it was retrieved from the particular registry. Kyckr makes no changes to the content of the data, except to reformat it into a more easily readable presentation. While Kyckr has constructed this search to be as reliable as is practical, access to any particular government database may be subject to unannounced and/or unexpected downtime that is beyond the control of Kyckr. Furthermore, while Kyckr makes every effort to access, present, or transmit the data in an accurate and timely manner as it currently resides on the various registry databases, it makes no representations of any kind to either the accuracy or currency of the data displayed or transmitted. Kyckr disclaims any and all liabilities of any nature arising from the use of, or reliance upon the search results by a subscriber. The various agencies responsible for hosting the databases are the definitive authority of the content of all records displayed through their systems. Any questions concerning such content should be answered by securing certified copies of such records from their original source.

**End of report.**

# International Company Report on Iugis (EU) GmbH

**COMPANY NUMBER: 4390971**



**Germany**

**Date prepared:** Tuesday, 13 July 2021 3:47 pm

## Contents

- [Company profile](#)
- [Address and contact information](#)
- *Directors and shareholders (no data)*
- *Capital (no data)*
- *Activity information (no data)*
- *Legal form (no data)*
- [About KYC & AML](#)

---

## COMPANY PROFILE: IUGIS (EU) GMBH

Country	Germany	
Company name	Iugis (EU) GmbH	
Company number	4390971	
Registration number	HRB 81697	
Registration date	6/10/2017	
Legal form	Gesellschaft mit beschränkter Haftung (GmbH)	
Company status	Normal	
Registration authority	District Court Düsseldorf	
Registration authority code	441	
Data retrieval date	13/7/2021	

---

## ADDRESS AND CONTACT INFORMATION

Address	Type
Johannstraße 39 40476 Düsseldorf Germany	Address of the local main office

---

## DIRECTORS AND SHAREHOLDERS

*No data found.*

---

## CAPITAL

*No data found.*

---

## ACTIVITY INFORMATION

*No data found.*



---

## LEGAL FORM

*No data found.*

---

## PRODUCT DISCLAIMER

All data presented through the Kyckr service is retrieved by means of direct access gateways to the various registries. The content of such data, as well as the currency and accuracy of such data, is reflective of the data as it was retrieved from the particular registry. Kyckr makes no changes to the content of the data, except to reformat it into a more easily readable presentation. While Kyckr has constructed this search to be as reliable as is practical, access to any particular government database may be subject to unannounced and/or unexpected downtime that is beyond the control of Kyckr. Furthermore, while Kyckr makes every effort to access, present, or transmit the data in an accurate and timely manner as it currently resides on the various registry databases, it makes no representations of any kind to either the accuracy or currency of the data displayed or transmitted. Kyckr disclaims any and all liabilities of any nature arising from the use of, or reliance upon the search results by a subscriber. The various agencies responsible for hosting the databases are the definitive authority of the content of all records displayed through their systems. Any questions concerning such content should be answered by securing certified copies of such records from their original source.

**End of report.**

# International Company Report on IUGIS (UK) LIMITED

**COMPANY NUMBER: 10745974**



**United Kingdom**


**Date prepared:** Tuesday, 13 July 2021 3:56 pm

## Contents

- [Company profile](#)
- [Address and contact information](#)
- [Directors and shareholders](#)
- *Capital (no data)*
- [Activity information](#)
- *Legal form (no data)*
- [About KYC & AML](#)

---

## COMPANY PROFILE: IUGIS (UK) LIMITED

Country	United Kingdom	
Company name	IUGIS (UK) LIMITED	
Company number	10745974	
Foundation/incorporation date	28/4/2017	
Legal form	ltd	
Company status	active	

---

## ADDRESS AND CONTACT INFORMATION

Address	Type
64 New Cavendish Street W1G 8TB	Not specified

---

## DIRECTORS AND SHAREHOLDERS

### Directors

*No data found.*

### Persons of significant control

*No data found.*

### Shareholders

*No data found.*

---

## CAPITAL

*No data found.*

---

## ACTIVITY INFORMATION

### Activities

Code
38210

---

## LEGAL FORM

*No data found.*

---

## PRODUCT DISCLAIMER

All data presented through the Kyckr service is retrieved by means of direct access gateways to the various registries. The content of such data, as well as the currency and accuracy of such data, is reflective of the data as it was retrieved from the particular registry. Kyckr makes no changes to the content of the data, except to reformat it into a more easily readable presentation. While Kyckr has constructed this search to be as reliable as is practical, access to any particular government database may be subject to unannounced and/or unexpected downtime that is beyond the control of Kyckr. Furthermore, while Kyckr makes every effort to access, present, or transmit the data in an accurate and timely manner as it currently resides on the various registry databases, it makes no representations of any kind to either the accuracy or currency of the data displayed or transmitted. Kyckr disclaims any and all liabilities of any nature arising from the use of, or reliance upon the search results by a subscriber. The various agencies responsible for hosting the databases are the definitive authority of the content of all records displayed through their systems. Any questions concerning such content should be answered by securing certified copies of such records from their original source.

**End of report.**

# International Company Report on IUGIS FINANCE LIMITED

**COMPANY NUMBER: 11124046**



**United Kingdom**


**Date prepared:** Tuesday, 13 July 2021 4:00 pm

## Contents

- [Company profile](#)
- [Address and contact information](#)
- [Directors and shareholders](#)
- *Capital (no data)*
- [Activity information](#)
- *Legal form (no data)*
- [About KYC & AML](#)

---

## COMPANY PROFILE: IUGIS FINANCE LIMITED

Country	United Kingdom	
Company name	IUGIS FINANCE LIMITED	
Company number	11124046	
Foundation/incorporation date	22/12/2017	
Legal form	ltd	
Company status	active	

---

## ADDRESS AND CONTACT INFORMATION

Address	Type
64 New Cavendish Street W1G 8TB United Kingdom	Not specified

---

## DIRECTORS AND SHAREHOLDERS

### Directors

*No data found.*

### Persons of significant control

*No data found.*

### Shareholders

*No data found.*

---

## CAPITAL

*No data found.*

---

## ACTIVITY INFORMATION

### Activities

Code
64205
70221

---

## LEGAL FORM

*No data found.*

---

## PRODUCT DISCLAIMER

All data presented through the Kyckr service is retrieved by means of direct access gateways to the various registries. The content of such data, as well as the currency and accuracy of such data, is reflective of the data as it was retrieved from the particular registry. Kyckr makes no changes to the content of the data, except to reformat it into a more easily readable presentation. While Kyckr has constructed this search to be as reliable as is practical, access to any particular government database may be subject to unannounced and/or unexpected downtime that is beyond the control of Kyckr. Furthermore, while Kyckr makes every effort to access, present, or transmit the data in an accurate and timely manner as it currently resides on the various registry databases, it makes no representations of any kind to either the accuracy or currency of the data displayed or transmitted. Kyckr disclaims any and all liabilities of any nature arising from the use of, or reliance upon the search results by a subscriber. The various agencies responsible for hosting the databases are the definitive authority of the content of all records displayed through their systems. Any questions concerning such content should be answered by securing certified copies of such records from their original source.

**End of report.**

International Company Report on

# IUGIS GLOBAL FINANCIAL SERVICES LIMITED

**COMPANY NUMBER: 11785331**



United Kingdom

**Date prepared:** Tuesday, 13 July 2021 4:03 pm


## Contents

- [Company profile](#)
- [Address and contact information](#)
- [Directors and shareholders](#)
- *Capital (no data)*
- [Activity information](#)
- *Legal form (no data)*
- [About KYC & AML](#)



---

## COMPANY PROFILE: IUGIS GLOBAL FINANCIAL SERVICES LIMITED

Country	United Kingdom	
Company name	IUGIS GLOBAL FINANCIAL SERVICES LIMITED	
Company number	11785331	
Foundation/incorporation date	24/1/2019	
Legal form	ltd	
Company status	active	

---

## ADDRESS AND CONTACT INFORMATION

Address	Type
9th Floor 107 Cheapside EC2V 6DN United Kingdom	Not specified

---

## DIRECTORS AND SHAREHOLDERS

### Directors

*No data found.*

### Persons of significant control

*No data found.*

### Shareholders

*No data found.*

---

## CAPITAL

*No data found.*

---

## ACTIVITY INFORMATION

### Activities

Code
64910

---

## LEGAL FORM

*No data found.*

---

## PRODUCT DISCLAIMER

All data presented through the Kyckr service is retrieved by means of direct access gateways to the various registries. The content of such data, as well as the currency and accuracy of such data, is reflective of the data as it was retrieved from the particular registry. Kyckr makes no changes to the content of the data, except to reformat it into a more easily readable presentation. While Kyckr has constructed this search to be as reliable as is practical, access to any particular government database may be subject to unannounced and/or unexpected downtime that is beyond the control of Kyckr. Furthermore, while Kyckr makes every effort to access, present, or transmit the data in an accurate and timely manner as it currently resides on the various registry databases, it makes no representations of any kind to either the accuracy or currency of the data displayed or transmitted. Kyckr disclaims any and all liabilities of any nature arising from the use of, or reliance upon the search results by a subscriber. The various agencies responsible for hosting the databases are the definitive authority of the content of all records displayed through their systems. Any questions concerning such content should be answered by securing certified copies of such records from their original source.

**End of report.**

# International Company Report on **IUGIS HOLDINGS LIMITED**

**COMPANY NUMBER: 11123437**



**United Kingdom**


**Date prepared:** Tuesday, 13 July 2021 4:04 pm

## **Contents**

- [Company profile](#)
- [Address and contact information](#)
- [Directors and shareholders](#)
- *Capital (no data)*
- [Activity information](#)
- *Legal form (no data)*
- [About KYC & AML](#)

---

## COMPANY PROFILE: IUGIS HOLDINGS LIMITED

Country	United Kingdom	
Company name	IUGIS HOLDINGS LIMITED	
Company number	11123437	
Foundation/incorporation date	22/12/2017	
Legal form	ltd	
Company status	active	

---

## ADDRESS AND CONTACT INFORMATION

Address	Type
64 New Cavendish Street W1G 8TB United Kingdom	Not specified

---

## DIRECTORS AND SHAREHOLDERS

### Directors

*No data found.*

### Persons of significant control

*No data found.*

### Shareholders

*No data found.*

---

## CAPITAL

*No data found.*

---

## ACTIVITY INFORMATION

### Activities

Code
64205
70221

---

## LEGAL FORM

*No data found.*

---

## PRODUCT DISCLAIMER

All data presented through the Kyckr service is retrieved by means of direct access gateways to the various registries. The content of such data, as well as the currency and accuracy of such data, is reflective of the data as it was retrieved from the particular registry. Kyckr makes no changes to the content of the data, except to reformat it into a more easily readable presentation. While Kyckr has constructed this search to be as reliable as is practical, access to any particular government database may be subject to unannounced and/or unexpected downtime that is beyond the control of Kyckr. Furthermore, while Kyckr makes every effort to access, present, or transmit the data in an accurate and timely manner as it currently resides on the various registry databases, it makes no representations of any kind to either the accuracy or currency of the data displayed or transmitted. Kyckr disclaims any and all liabilities of any nature arising from the use of, or reliance upon the search results by a subscriber. The various agencies responsible for hosting the databases are the definitive authority of the content of all records displayed through their systems. Any questions concerning such content should be answered by securing certified copies of such records from their original source.

**End of report.**

**INFORMATION RESOURCES**

WHILST EVERY ENDEAVOR IS MADE TO ENSURE THAT INFORMATION PROVIDED IS UPDATED AND CORRECT. THE AUTHORITY DISCLAIMS ANY LIABILITY FOR ANY DAMAGE OR LOSS THAT MAY BE CAUSED AS A RESULT OF ANY ERROR OR OMISSION.

**Business Profile (Company) of ENVIRONMENTAL SOLUTIONS INTERNATIONAL PTE. LTD. (201621588Z)**

Date: 13/07/2021

The Following Are The Brief Particulars of :

UEN	:	<input type="text" value="201621588Z"/>
Company Name.	:	<input type="text" value="ENVIRONMENTAL SOLUTIONS INTERNATIONAL PTE. LTD."/>
Former Name if any	:	<input type="text"/>
Incorporation Date.	:	<input type="text" value="08/08/2016"/>
Company Type	:	<input type="text" value="EXEMPT PRIVATE COMPANY LIMITED BY SHARES"/>
Status	:	<input type="text" value="Live Company"/>
Status Date	:	<input type="text" value="12/11/2018"/>

**Principal Activities**

Activities (I)	:	<input type="text" value="MANAGEMENT CONSULTANCY SERVICES (GENERAL) (70201)"/>
Description	:	<input type="text"/>
Activities (II)	:	<input type="text" value="RESEARCH AND EXPERIMENTAL DEVELOPMENT ON ENVIRONMENT AND CLEAN TECHNOLOGIES (72106)"/>
Description	:	<input type="text"/>

**Capital**

Issued Share Capital (AMOUNT)	Number of Shares *	Currency	Share Type
1000	1000	SINGAPORE, DOLLARS	ORDINARY

\* Number of Shares includes number of Treasury Shares

Paid-Up Capital (AMOUNT)	Number of Shares	Currency	Share Type
1000		SINGAPORE, DOLLARS	ORDINARY

COMPANY HAS THE FOLLOWING ORDINARY SHARES HELD AS TREASURY SHARES

Number Of Shares	Currency

## INFORMATION RESOURCES

WHILST EVERY ENDEAVOR IS MADE TO ENSURE THAT INFORMATION PROVIDED IS UPDATED AND CORRECT. THE AUTHORITY DISCLAIMS ANY LIABILITY FOR ANY DAMAGE OR LOSS THAT MAY BE CAUSED AS A RESULT OF ANY ERROR OR OMISSION.

**Business Profile (Company) of ENVIRONMENTAL SOLUTIONS INTERNATIONAL PTE. LTD. (201621588Z)**

Date: 13/07/2021

Registered Office Address	:	20 CECIL STREET #05-03 PLUS SINGAPORE (049705)
Date of Address	:	22/02/2021
Date of Last AGM	:	
Date of Last AR	:	13/07/2021
FYE As At Date of Last AR	:	31/12/2020

## Audit Firms

## NAME

## Charges

Charge No.	Date Registered	Currency	Amount Secured	Chargee(s)
------------	-----------------	----------	----------------	------------

## Officers/Authorised Representative(s)

Name	ID	Nationality/Citizenship	Source of Address	Date of Appointment
Address		Position Held		
ONG JING SONG	S9130306Z	SINGAPORE CITIZEN	ACRA	07/06/2017
20 CECIL STREET #05-03 PLUS SINGAPORE (049705)		Director		
BASILE PAPADIMITRIOU	PA8225690	AUSTRALIAN	ACRA	08/08/2016
27 MALTON RD BEECROFT NSW 2119 AUSTRALIA		Director		
KWOK YU	S7984925A	CHINESE	ACRA	08/08/2016
20 CECIL STREET #05-03 PLUS SINGAPORE (049705)		Secretary		
BASILE PAPADIMITRIOU	PA8225690	AUSTRALIAN	ACRA	08/08/2016
27 MALTON RD BEECROFT NSW 2119 AUSTRALIA		Managing Director		

Authentication No. : S21541758L

Page 2 of 4

## INFORMATION RESOURCES

WHILST EVERY ENDEAVOR IS MADE TO ENSURE THAT INFORMATION PROVIDED IS UPDATED AND CORRECT. THE AUTHORITY DISCLAIMS ANY LIABILITY FOR ANY DAMAGE OR LOSS THAT MAY BE CAUSED AS A RESULT OF ANY ERROR OR OMISSION.

**Business Profile (Company) of ENVIRONMENTAL SOLUTIONS INTERNATIONAL PTE. LTD. (201621588Z)**

Date: 13/07/2021

## Shareholder(s)

Name	ID	Nationality/Citizenship Place of incorporation/ Origin/Registration	Source of Address	Address Changed
1	BASILE PAPADIMITRIOU	PA8225690	AUSTRALIAN	ACRA
27 MALTON RD BEECROFT NSW 2119 AUSTRALIA				
Ordinary(Number)		Currency		
1000		SINGAPORE, DOLLARS		

## Abbreviation

UL - Local Entity not registered with ACRA

UF - Foreign Entity not registered with ACRA

AR - Annual Return

AGM - Annual General Meeting

FS - Financial Statements

FYE - Financial Year End

OSCARS - One Stop Change of Address Reporting Service by Immigration & Checkpoint Authority.

## Note :

- The information contained in this product is collated from lodgements filed with ACRA, and/or information collected by other government sources.

- The list of officers for this entity is available for online authentication within 30 days from the date of purchase of this Business Profile. Please scan the QR code available on the last page of this profile to access the authentication page. For more information, please visit [www.acra.gov.sg](http://www.acra.gov.sg).

FOR REGISTRAR OF COMPANIES AND BUSINESS NAMES  
SINGAPORE

RECEIPT NO. : ACRA210713164324

DATE : 13/07/2021

Authentication No. : S21541758L

Page 3 of 4



**INFORMATION RESOURCES**

WHILST EVERY ENDEAVOR IS MADE TO ENSURE THAT INFORMATION PROVIDED IS UPDATED AND CORRECT. THE AUTHORITY DISCLAIMS ANY LIABILITY FOR ANY DAMAGE OR LOSS THAT MAY BE CAUSED AS A RESULT OF ANY ERROR OR OMISSION.

**Business Profile (Company) of ENVIRONMENTAL SOLUTIONS INTERNATIONAL PTE.  
LTD. (201621588Z)**

Date: 13/07/2021

This is computer generated. Hence no signature required.



Authentication No. : S21541758L

Page 4 of 4

## Company Extract

### FORUM GROUP NZ LIMITED

#### 8097404

#### NZBN: 9429048598200

<b>Entity Type:</b>	NZ Limited Company
<b>Incorporated:</b>	04 Sep 2020
<b>Current Status:</b>	Registered
<b>Constitution Filed:</b>	Yes
<b>Annual Return Filing Month:</b>	June
<b>FRA Reporting Month:</b>	March

<b>Ultimate holding company:</b>	The Forum Group of Companies PTY Ltd
Type of entity:	Company
Registration number / ID:	ACN 151 964 626
Country of registration:	Australia
Registered office address:	Rothsay Audit & Assurance, Level 1, 12 O'connell Street, Sydney, New South Wales, 200, AU

#### Company Addresses

##### Registered Office

REB Group Ltd, 1 Parkhead Place, Rosedale, Auckland, 0632, NZ

##### Address for Service

REB Group Ltd, 1 Parkhead Place, Rosedale, Auckland, 0632, NZ

#### Directors

PAPADIMITRIOU, Basile  
5 Bulkara Street, Wagstaffe, 2257, AU

#### Australian company directorship

Director of an Australian company: Yes

#### Australian company details

ACN:	151964626
Company name:	The Forum Group of Companies Pty Ltd
Registered office address:	Rothsay Audit & Assurance, Level 1/12 O'conell Street, Sydney, 2000, AU

## Company Extract

**FORUM GROUP NZ LIMITED**  
**8097404**  
**NZBN: 9429048598200**

### Shareholdings

**Total Number of Shares:** 100

**Extensive Shareholdings:** No

100 ACN151964626  
The Forum Group of Companies Pty Ltd  
Level 1 /12 O'connell Street, Sydney, 2000, AU

For further details relating to this company, check <http://app.companiesoffice.govt.nz/co/8097404>

Extract generated 13 July 2021 07:16 PM NZST

## Company Extract

**IUGIS (NZ) LIMITED**  
**6765037**

**NZBN: 9429046666581**

<b>Entity Type:</b>	NZ Limited Company
<b>Incorporated:</b>	21 Mar 2018
<b>Current Status:</b>	Registered
<b>Constitution Filed:</b>	Yes
<b>Annual Return Filing Month:</b>	March
<b>FRA Reporting Month:</b>	March

**Ultimate holding company:** No

### Company Addresses

#### Registered Office

REB Group Limited, 1 Parkhead Place, Rosedale, Auckland, 0632, NZ

#### Address for Service

REB Group Limited, 1 Parkhead Place, Rosedale, Auckland, 0632, NZ

### Directors

PAPADIMITRIOU, Basile  
 23 Margaret Street, Rozelle, Nsw, 2039, AU

### Australian company directorship

Director of an Australian company: Yes

### Australian company details

ACN:	153336997
Company name:	FORUM GROUP PTY LTD
Registered office address:	C/- ROTHSA Y ACCOUNTING SERVICES PTY LTD, Level 1, 12-14 O'connell Street, Sydney, Nsw, 2000, AU

### Shareholdings

**Total Number of Shares:** 100

**Extensive Shareholdings:** No

100 PAPADIMITRIOU, Basile



Company Extract  
IUGIS (NZ) LIMITED  
6765037  
NZBN: 9429046666581

27 Malton Road, Beecroft, Nsw, 2119, AU

For further details relating to this company, check <http://app.companiesoffice.govt.nz/co/6765037>  
Extract generated 13 July 2021 07:28 PM NZST

# IUGIS (UK) LIMITED

## 10745974

Created: 13 July 2021 07:18:20

Companies House does not verify the accuracy of the information filed

### Overview

- Registered office address: 64 New Cavendish Street, London, W1G 8TB
- Company type: Private limited company
- Incorporated on: 28 April 2017
- Status: Active

### Key filing dates

- Accounting reference date: 27 April
- Last accounts made up to: 30 April 2020
- Next accounts due: 27 January 2022
- Last confirmation statement date: 26 April 2021
- Next confirmation statement due: 10 May 2022

### Nature of business (SIC)

- 38210 Treatment and disposal of non-hazardous waste

### Previous company names

Name	Period
IUGIS SYSTEMS (U.K.) LIMITED	4 September 2019
ORCA ENVIRO SYSTEMS (U.K.) LIMITED	22 August 2019

### People

#### Officers:

#### 1 officers / 0 resignations

- Director PAPADIMITRIOU, Basile **ACTIVE**
- Nationality: Australian
- Appointed: 28 April 2017
- Date of birth: August 1972
- Correspondence address: 64, New Cavendish Street, London, W1G 8TB
- Country/State of Residence: Australia
- Occupation: Chief Executive Officer

## Persons with significant control:

### 1 active person with significant control / 0 active statements

- Mr Basile Papadimitriou **ACTIVE**
- Correspondence address: 64, New Cavendish Street, London, W1G 8TB
- Notified on: 28 April 2017
- Date of birth: August 1972
- Nationality: Australian
- Country of residence: Australia

#### Nature of control:

- Ownership of shares – 75% or more
- Ownership of voting rights - 75% or more

---

#### Recent Filing History

Date	Form	Description
29 Apr 2021	AA	Accounts for a small company made up to 30 April 2020
27 Apr 2021	AA01	Current accounting period shortened from 28 April 2020 to 27 April 2020
26 Apr 2021	CS01	Confirmation statement made on 26 April 2021 with no updates
27 Apr 2020	CS01	Confirmation statement made on 26 April 2020 with no updates
23 Apr 2020	AA	Total exemption full accounts made up to 30 April 2019
27 Jan 2020	AA01	Previous accounting period shortened from 29 April 2019 to 28 April 2019
4 Sep 2019	RESOLUTIONS	Resolutions <ul style="list-style-type: none"><li>• NM01 change-of-name-by-resolution</li><li>• RES15 - Change company name resolution on 1 September 2019</li></ul>
22 Aug 2019	RESOLUTIONS	Resolutions <ul style="list-style-type: none"><li>• NM01 change-of-name-by-resolution</li><li>• RES15 - Change company name resolution on 21 August 2019</li></ul>
26 Apr 2019	CS01	Confirmation statement made on 26 April 2019 with no updates
15 Feb 2019	AA	Total exemption full accounts made up to 30 April 2018

---

Date	Form	Description
25 Jan 2019	AA01	Previous accounting period shortened from 30 April 2018 to 29 April 2018
15 Jun 2018	AD01	Registered office address changed from New Zealand House 1st Floor 80 Haymarket London Westminster SW1Y 4TE United Kingdom to 64 New Cavendish Street London W1G 8TB on 15 June 2018
15 Jun 2018	CS01	Confirmation statement made on 27 April 2018 with no updates
25 May 2017	AD01	Registered office address changed from 3rd Floor, 111-113 Great Portland Street London W1W 6QQ United Kingdom to New Zealand House 1st Floor 80 Haymarket London Westminster SW1Y 4TE on 25 May 2017
28 Apr 2017	NEWINC	Incorporation Statement of capital on 2017-04-28 GBP 100 <ul style="list-style-type: none"> <li>• MODEL ARTICLES model-articles-adopted</li> </ul>



# IUGIS FINANCE LIMITED

## 11124046

Created: 13 July 2021 07:23:03

Companies House does not verify the accuracy of the information filed

### Overview

- Registered office address: 64 New Cavendish Street, London, United Kingdom, W1G 8TB
- Company type: Private limited company
- Incorporated on: 22 December 2017
- Status: Active

### Key filing dates

- Accounting reference date: 31 December
- Last accounts made up to: 31 December 2019
- Next accounts due: 30 September 2021
- Last confirmation statement date: 19 December 2020
- Next confirmation statement due: 2 January 2022

### Nature of business (SIC)

- 64205 Activities of financial services holding companies
- 70221 Financial management

### Previous company names

Name	Period
IUGIS UK LTD	3 September 2019
ORCA ENVIRO FINANCE LIMITED	17 June 2019

### People

## Officers:

### 1 officers / 0 resignations

- Director PAPADIMITRIOU, Basile **ACTIVE**
- Nationality: Australian
- Appointed: 22 December 2017
- Date of birth: August 1972
- Correspondence address: 64, New Cavendish Street, London, United Kingdom, W1G 8TB
- Country/State of Residence: Australia
- Occupation: Director

## Persons with significant control:

### 1 active person with significant control / 0 active statements

- Orca Enviro Holdings Limited **ACTIVE**
- Correspondence address: 64, New Cavendish Street, London, United Kingdom,
- Notified on: 22 December 2017
- Governing law: England & Wales
- Legal form: Limited Company
- Place registered: Companies House
- Registration number: 11123437
- Incorporated in: England & Wales

#### Nature of control:

- Ownership of shares – 75% or more
- Ownership of voting rights - 75% or more
- Right to appoint and remove directors

---

#### Recent Filing History

Date	Form	Description
20 Dec 2020	CS01	Confirmation statement made on 19 December 2020 with no updates
31 Mar 2020	AA	Accounts for a dormant company made up to 31 December 2019
19 Dec 2019	CS01	Confirmation statement made on 19 December 2019 with no updates
3 Sep 2019	RESOLUTIONS	Resolutions <ul style="list-style-type: none"><li>• NM01 change-of-name-by-resolution</li><li>• RES15 - Change company name resolution on 1 September 2019</li></ul>
9 Aug 2019	AA	Accounts for a dormant company made up to 31 December 2018
17 Jun 2019	RESOLUTIONS	Resolutions <ul style="list-style-type: none"><li>• NM01 change-of-name-by-resolution</li><li>• RES15 - Change company name resolution on 17 June 2019</li></ul>
21 Dec 2018	CS01	Confirmation statement made on 21 December 2018 with no updates
22 Dec 2017	NEWINC	Incorporation Statement of capital on 2017-12-22 GBP 100

---

# IUGIS GLOBAL FINANCIAL SERVICES LIMITED

## 11785331

Created: 13 July 2021 07:26:07

Companies House does not verify the accuracy of the information filed

### Overview

- Registered office address: 9th Floor 107 Cheapside, London, United Kingdom, EC2V 6DN
- Company type: Private limited company
- Incorporated on: 24 January 2019
- Status: Active

### Key filing dates

- Accounting reference date: 31 March
- Last accounts made up to: 31 March 2020
- Next accounts due: 31 December 2021
- Last confirmation statement date: 23 January 2021
- Next confirmation statement due: 6 February 2022

### Nature of business (SIC)

- 64910 Financial leasing

### Previous company names

Name	Period
ORCA GLOBAL FINANCIAL SERVICES LTD	24 January 2020

### People

## Officers: 3 officers / 0 resignations

- Secretary OHS SECRETARIES LIMITED **ACTIVE**
- Appointed: 24 January 2019
- Correspondence address: 9th Floor, 107 Cheapside, London, England, England, EC2V 6DN
- UK Limited Company
- Registration number: 06778592

- 
- Director INGRAM, Matthew Gerard **ACTIVE**
  - Nationality: Australian

- Appointed: 24 January 2019
- Date of birth: May 1963
- Correspondence address: 1, 3rd Floor, Charlotte Street, London, England, W1T 1RB
- Country/State of Residence: Australia
- Occupation: Managing Director

- 
- Director PAPANIMITRIOU, Basile **ACTIVE**
  - Nationality: Australian
  - Appointed: 24 January 2019
  - Date of birth: August 1972
  - Correspondence address: 1, 3rd Floor, Charlotte Street, London, England, W1T 1RB
  - Country/State of Residence: Australia
  - Occupation: Managing Director
- 

## Persons with significant control:

### 1 active person with significant control / 0 active statements

- Mr Matthew Gerard Ingram **CEASED**
- Correspondence address: 9th Floor, 107 Cheapside, London, United Kingdom, EC2V 6DN
- Notified on: 24 January 2019
- Ceased on: 23 January 2020
- Date of birth: May 1963
- Nationality: Australian
- Country of residence: Australia

#### Nature of control:

- Ownership of shares – More than 25% but not more than 50%
- Ownership of voting rights - More than 25% but not more than 50%

- 
- Mr Basile Papadimitriou **ACTIVE**
  - Correspondence address: 1, 3rd Floor, Charlotte Street, London, England, W1T 1RB
  - Notified on: 24 January 2019
  - Date of birth: August 1972
  - Nationality: Australian
  - Country of residence: Australia

#### Nature of control:

- Ownership of shares – 75% or more
- Ownership of voting rights - 75% or more
- Right to appoint and remove directors

## Recent Filing History

Date	Form	Description
23 Jan 2021	CS01	Confirmation statement made on 23 January 2021 with no updates
16 Nov 2020	PSC04	Change of details for Mr Basile Papadimitriou as a person with significant control on 11 November 2020
15 Nov 2020	CH01	Director's details changed for Mr Basile Papadimitriou on 11 November 2020

Date	Form	Description
15 Nov 2020	CH01	Director's details changed for Mr Matthew Gerard Ingram on 11 November 2020
15 Nov 2020	CH01	Director's details changed for Mr Matthew Gerard Ingram on 11 November 2020
15 Nov 2020	PSC04	Change of details for Mr Basile Papadimitriou as a person with significant control on 11 November 2020
24 Apr 2020	AA	Accounts for a dormant company made up to 31 March 2020
17 Feb 2020	CS01	Confirmation statement made on 23 January 2020 with updates
29 Jan 2020	SH02	Sub-division of shares on 23 January 2020
29 Jan 2020	RESOLUTIONS	Resolutions <ul style="list-style-type: none"> <li>• RES13 - 23/01/2020</li> </ul>
24 Jan 2020	PSC04	Change of details for Mr Basile Papadimitriou as a person with significant control on 23 January 2020
24 Jan 2020	PSC07	Cessation of Matthew Gerard Ingram as a person with significant control on 23 January 2020
24 Jan 2020	RESOLUTIONS	Resolutions <ul style="list-style-type: none"> <li>• NM01 change-of-name-by-resolution</li> <li>• RES15 - Change company name resolution on 23 January 2020</li> </ul>
12 Apr 2019	AA01	Current accounting period extended from 31 January 2020 to 31 March 2020
24 Jan 2019	NEWINC	Incorporation Statement of capital on 2019-01-24 GBP 2

# IUGIS HOLDINGS LIMITED

## 11123437

Created: 13 July 2021 07:26:58

Companies House does not verify the accuracy of the information filed

### Overview

- Registered office address: 64 New Cavendish Street, London, United Kingdom, W1G 8TB
- Company type: Private limited company
- Incorporated on: 22 December 2017
- Status: Active

### Key filing dates

- Accounting reference date: 31 December
- Last accounts made up to: 31 December 2019
- Next accounts due: 30 September 2021
- Last confirmation statement date: 19 December 2020
- Next confirmation statement due: 2 January 2022

### Nature of business (SIC)

- 64205 Activities of financial services holding companies
- 70221 Financial management

### Previous company names

Name	Period
LUGIS HOLDINGS LIMITED	17 June 2019
ORCA ENVIRO HOLDINGS LIMITED	17 June 2019

### People

#### Officers:

#### 1 officers / 0 resignations

- Director PAPANIMITRIOU, Basile **ACTIVE**
- Nationality: Australian
- Appointed: 22 December 2017
- Date of birth: August 1972
- Correspondence address: 64, New Cavendish Street, London, United Kingdom, W1G 8TB
- Country/State of Residence: Australia
- Occupation: Director

# Persons with significant control:

## 1 active person with significant control / 0 active statements

- Basile Papadimitriou **ACTIVE**
- Correspondence address: 64, New Cavendish Street, London, United Kingdom, W1G 8TB
- Notified on: 22 December 2017
- Date of birth: August 1972
- Nationality: Australian
- Country of residence: Australia

### Nature of control:

- Ownership of shares – 75% or more
- Ownership of voting rights - 75% or more
- Right to appoint and remove directors

---

### Recent Filing History

Date	Form	Description
21 Dec 2020	CS01	Confirmation statement made on 19 December 2020 with no updates
31 Mar 2020	AA	Micro company accounts made up to 31 December 2019
19 Dec 2019	CS01	Confirmation statement made on 19 December 2019 with no updates
9 Aug 2019	AA	Micro company accounts made up to 31 December 2018
17 Jun 2019	RESOLUTIONS	Resolutions <ul style="list-style-type: none"><li>• NM01 change-of-name-by-resolution</li><li>• RES15 - Change company name resolution on 17 June 2019</li></ul>
17 Jun 2019	RESOLUTIONS	Resolutions <ul style="list-style-type: none"><li>• NM01 change-of-name-by-resolution</li><li>• RES15 - Change company name resolution on 17 June 2019</li></ul>
10 Jan 2019	CS01	Confirmation statement made on 21 December 2018 with updates
13 Jun 2018	SH01	Statement of capital following an allotment of shares on 1 May 2018 GBP 100
22 Dec 2017	NEWINC	Incorporation Statement of capital on 2017-12-22 GBP 1

---