

## **The Companies Acts 1985 and 1989**

### **Company limited by guarantee and not having a share capital**

#### **MEMORANDUM OF ASSOCIATION of Kent MAN Limited**

1. The Company's name is Kent MAN Limited
2. The Company's registered office is to be situated in England and Wales
- 3.i The Company's objects are  
To develop, transfer or deliver either directly or via other agencies, companies, partnerships or individuals, a managed broadband network and support services in the South East of England or anywhere else in the World.
- 3.ii In support of the objects, the Company has the following powers:
4. In furtherance of the Objects but not otherwise the Company may exercise the following powers:
  - (A) To participate with outside bodies in any of the matters aforesaid.
  - (B) To commission, prepare and publish reports, brochures, leaflets or periodicals by any means.
  - (C) To apply for and take out patents or otherwise acquire any designs, trade marks, patent rights or inventions, copyright or secret processes which may be useful for the Company's objects or any of them and to grant licenses to use the same.
  - (D) To manufacture, buy, sell and generally deal in any plant, machinery, tools, instruments or other equipment, goods or materials of any description which may be conveniently dealt with by the Company in connection with any of its objects.
  - (E) To enter into partnership or into any arrangement, including the formation of a company or companies, for joint, shared or mutual promotion, investment or development, union of interest, reciprocal concession or co-operation with any person, partnership or Company, and to transfer any of the Company's assets in pursuance of any such partnership or arrangement.
  - (F) To purchase for development, reclamation, investment or re-sale and to deal in land and commercial and other property of any tenure and any interest therein to achieve the objects of the Company.
  - (G) To lay out and develop any land held or proposed to be held by the Company or by any person, company or body in association with the Company, and construct drains and sewers thereunder or in connection therewith, lay on water, gas or electricity or other artificial light, power, telecommunication links or other services, and to build, convert, alter or improve factories, warehouses, stores, offices or other buildings of all kinds or to finance, guarantee or arrange the execution of such work by any other person, body or company.
  - (H) To take any gift of property, whether subject to any special trust or not, for any one or more of the objects of the Company.

- (I) To take such steps by personal or written appeals, or otherwise, as may from time to time be necessary for the purpose of procuring contribution to the funds of the Company in the shape of grants, donations, annual payments or otherwise.
- (J) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property, rights or privileges which the Company may think suitable or convenient for any purpose in connection with its activities and to erect construct and equip buildings and works of all kinds.
- (K) To invest the monies of the Company in or upon such shares, securities and investments and in such manner as may from time to time be determined by the Directors of the Company.
- (L) To borrow or raise or secure the payment of money or receive deposits in such manner and upon such terms as the Company may think fit, and to enter into any guarantee, contract or indemnity or suretyship whether by personal covenant or otherwise.
- (M) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or of any person or Company having dealings with the Company or in whose business or undertaking the Company is interested.
- (N) To draw, make, accept, endorse, discount, execute and issue cheques, promissory notes, bills of exchange, bills of lading, warrants and other negotiable or transferable instruments.
- (O) To sell, let, develop, dispose of or otherwise deal with the undertaking of all or any part of the property of the Company upon any terms, with power to accept as the consideration any shares, securities or obligations of or interest in any other company, provided that no right, concession or privilege shall be afforded nor any land, building or other property of the Company transferred, assigned or leased to any person or body who is or has at any time been a Member or Director of the Company or any subsidiary or holding company of the Company for less than the best consideration that could reasonably be obtained in an open market transaction in respect of that right, concession, privilege, land, building or other property.
- (P) To pay out of the funds of the Company all expenses which the Company may lawfully pay for or incidental to the formation, registration and advertising of or raising money for the Company and the issue of capital, including brokerage and commissions for, obtaining applications for or taking, placing or underwriting debenture stock, securities or obligations.
- (Q) To enter into any arrangements with any government body or authority - supreme, municipal, local, European or otherwise - and to obtain from or afford to any such government or authority any rights, concessions and privileges that may seem conducive to the attainment of the objects of the Company or any of them.
- (R) To transfer, convey, assign or lease to any local authority, government body, quasi-government body or agency or any charity for any or no consideration any land, building or other property the transfer, conveyance, assignment or

lease of which may appear to the Company to be conducive to the attainment of the objects of the Company or any of them.

- (S) To establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension, provident or superannuation funds for the benefit of, and to give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any person who are or were at any time in the employment or service of the Company, or of any company which is a holding company of the Company or is a subsidiary of the Company or such holding company or who are or were at any time Directors or officers of the Company or of any such other company as aforesaid or any persons in whose welfare the Company or any such other company as aforesaid is or has been at any time interested and the wives, widows, families and dependants of any such persons, and also to establish and subsidise or subscribe to any institutions, associations, clubs, or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company as aforesaid or of any persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object and to do any of the matters aforesaid either alone or conjunction with any such other company as aforesaid.
- (I) To promote, form and incorporate any company or companies for the purpose of its or their acquiring (on any terms) all or any of the property, rights and liabilities of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company and to pay all the expenses of or incidental to such promotion, formation and incorporation.
- (U) To carry on any business or undertaking for the purpose of any of the objects of the Company.
- (V) To purchase, establish and maintain and/or participate in or contribute to the cost of insurance for the benefit of any persons who are or were at any time Directors, officers or employees of the Company, or of any other company which is the subsidiary or subsidiary undertaking of the Company, or who are or were at any time trustees of any pension fund in which any employees or former employees of the Company or of any such other company as aforesaid are beneficiaries or otherwise interested, including insurance against any liability incurred by such persons in relation howsoever to any act or omission in the actual or purported execution and/or discharge of the duties of any such person and/or in the exercise or purported exercise of the powers of any such person and/or otherwise in relation to the Company or any such other company as aforesaid or such pension fund and to the extent permitted by law to indemnify or to exempt any such person from or against any such liability.
- (W) Generally to do all such things as the Company may deem to be necessary or expedient for the purpose of any of the objects of the Company or for purposes incidental to those purposes or to be conducive to the attainment of any of those purposes.

And it is hereby declared that the word “company” shall be deemed to include any partnership or other body or person, whether incorporated or not incorporated, and whether domiciled in the United Kingdom or elsewhere and that each of the provisions specified in each paragraph of this clause shall (except where otherwise expressed in such paragraph) be in no way linked or restricted by reference to or inference from the terms of any other paragraph or the name of the Company.

4. (A) The income and property of the Company whencesoever derived shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise howsoever by way of profit to the members of the Company other than upon the winding up or dissolution of the Company. Provided that nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any Officer of the Company or to any Member of the Company in return for any services actually rendered to the Company nor prevent the payment of interest on money lent or reasonable and proper repayment of out-of-pocket expenses and interest on money lent or reasonable and proper rent for any premises demised or let to the Company.
5. The liability of the members is limited.
6. Every member of the Company undertakes to contribute to the Company's assets in the event of its being wound up while he or she is a Member, or within one year afterwards, for payment of the Company's debts and liabilities contracted before he or she ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding One Pound.
7. If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the property will be divided between the Members of the Company at the date of winding up or dissolution, in proportion to their voting rights in the Company according to the then current Articles of Association of the Company. The share of a Member of the Company may be satisfied in cash or in kind and, subject to the remainder of this clause, the method of allocation shall be a matter for the determination of the Board of Directors of the Company.

The subscribers to this Memorandum of Association wish to be formed into a Company pursuant to this Memorandum.