

G

COMPANIES FORM No. 12

**Statutory Declaration of compliance  
with requirements on application  
for registration of a company**

12

Please do not  
write in  
this margin

Pursuant to section 12(3) of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf)

For official use

For official use

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

Name of company

* KITTIWAKE PROPERTIES LIMITED
--------------------------------

\* Insert full  
name of Company

I, ALAN WILLIAM FAULKNER  
of Nominee Directors Ltd whose Registered Office is situate at  
3 Garden Walk London EC2A 3EQ

† delete as  
appropriate

do solemnly and sincerely declare that I am a ~~(Solicitor engaged in the formation of the company)†~~  
(person named as director or secretary of the company in the statement delivered to the registrar  
under section 10(2))† and that all the requirements of the above Act in respect of the registration of the  
above company and of matters precedent and incidental to it have been complied with,  
And I make this solemn declaration conscientiously believing the same to be true and by virtue of the  
provisions of the Statutory Declarations Act 1835

Declared at 3 Garden Walk,  
London EC2A 3EQ

Declarant to sign below

the twenty-third day of September  
One thousand nine hundred and ninety-two  
before me W. M. Matthews

~~A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor~~ having the powers conferred on a  
Commissioner for Oaths.

Presentor's name address and  
reference (if any):

For official Use

New Companies Section

Post room



Group Limited

10

**Statement of first directors and  
secretary and intended situation  
of registered office**

This form should be completed in black.

Company name (in full)

**CN**

2751669

For official use



KITTIWAKE PROPERTIES LIMITED

Registered office of the company on  
incorporation.

**RO**

3 GARDEN WALK

Post town

LONDON

County/Region

Postcode

EC2A 3EQ

If the memorandum is delivered by an  
agent for the subscribers of the  
memorandum mark 'X' in the box  
opposite and give the agent's name  
and address.

**X**

Name

STL GROUP LIMITED

**RA**

DX: 42200 KNAPHILL WOKING

Post town

County/Region

Postcode

Number of continuation sheets attached



To whom should Companies House  
direct any enquiries about the  
information shown in this form?

STL GROUP LTD.

18 GOLDSWORTH PARK TRADING ESTATE

WOKING

Postcode

GU21 3BA

Telephone 0483 715355

Extension

**Company Secretary** (See notes 1 - 5)Name **\*Style/Title**

Forenames

Surname

**\*Honours etc**

Previous forenames

Previous surname

Address

Usual residential address must be given.  
In the case of a corporation, give the  
registered or principal office address.

**Consent signature****Directors** (See notes 1 - 5)*Please list directors in alphabetical order.*Name **\*Style/Title**

Forenames

Surname

**\*Honours etc**

Previous forenames

Previous surname

Address

Usual residential address must be given.  
In the case of a corporation, give the  
registered or principal office address.

Date of birth

Business occupation

Other directorships

**\* Voluntary details**

Page 2

**Consent signature**

Delete if the form  
is signed by the  
subscribers.

**CS**

Not applicable

NOMINEE SECRETARIES LTD

Not applicable

NONE

**AD**

3 GARDEN WALK,

Post town LONDON

County/Region

Postcode EC2A 3EQ

Country

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

Signed

Date

23/4/92

**CD**

Not applicable

NOMINEE DIRECTORS LTD

Not applicable

NONE

**AD**

3 GARDEN WALK

Post town LONDON

County/Region

Postcode EC2A 3EQ

Country

**DO**

Nationality

**NA**

REG. CARDIFF

**OC**

LIMITED COMPANY

**OD**

NONE

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

Signed

Date

23/4/92

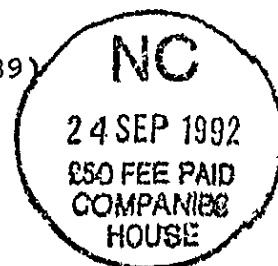
Signature of agent on behalf of all subscribers

Date

23/4/92

1000

The Companies Act 1985.  
(As amended by the Companies Act 1989)  
Private Company Limited by Shares



MEMORANDUM OF ASSOCIATION

- OF -

KITTIWAKE PROPERTIES LIMITED

2751669.

1. The Company's name is KITTIWAKE PROPERTIES LIMITED.
2. The Company's registered office is to be situated in England.
- 3A. The Company's objects are:-
  - (1) To purchase, take on lease or exchange, or otherwise acquire, hold, manage, administer, work, refurbish, decorate, develop the resources of, and turn to account any estates, lands, buildings, tenements, and any other property of every description, whether of freehold leasehold or other tenure, whether situate in the United Kingdom or elsewhere in the World, and any interest in and rights connected therewith; to sell lease or otherwise dispose of the whole or any part of the property of the Company, and to create, sell and deal in freehold and leasehold ground rents, and to make advances upon the security of land or other property or any interests therein, and generally to deal (by way of sale lease exchange mortgage or otherwise) in or with land and house property and any other property whether real or personal.
  - (2) To develop and turn to account any land acquired by the Company, or in which the Company is or shall be interested; to advance money, either with or without security, whether as principal or agent, and to act as mortgage and insurance brokers, auctioneers, valuers, land and estate agents.
  - (3) To enter into contracts and arrangements of all kinds for any of the above purposes with public authorities, companies, builders, contractors, tenants or any other person or corporation undertaking to build on or improve any property in which the Company is interested, and to sell, exchange let or otherwise dispose of all or any such lands, houses, shops, offices, factories, warehouses, stores, hotels or buildings of any kind, and to do any of the foregoing either as principal, agents, nominees, contractors, trustees or jointly with others.

- B. To carry on any other trade or profession which can, in the opinion of the Company, be conveniently carried on with, or, in addition to, any of the aforesaid objects.
- C. To purchase, take on lease, exchange, hire or otherwise acquire, hold, traffic in, and generally deal in lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any other real or personal property whatsoever and wheresoever for such consideration and upon such terms as may be deemed expedient.
- D. To erect, construct, lay down, alter, enlarge, convert, replace and maintain, whether permanent or temporary, any structure, building, works, machinery, whether as principal or agent, contributor or partner.
- E. To borrow, raise, and to secure the payment of monies in such manner as the Company shall think fit, in particular to borrow monies by the issue of debentures or debenture stock, to secure monies borrowed, or any other obligations of the Company by mortgage, charge or other security on all or any of the Company's undertaking, property, assets, goodwill, book or other debts, including future property and uncalled capital.
- F. To apply for, purchase, develop or otherwise acquire any patents, licences, trade marks and the like, conferring exclusive, non-exclusive or limited right of user to any secret or other information and to any invention which may be calculated directly or indirectly to benefit the Company, and to use, develop, grant licences in respect of, or otherwise to turn to account any rights and information so acquired.
- G. To purchase, subscribe or otherwise acquire and hold as an investment any shares, debentures, debenture stock, bonds, stock or other securities issued by any company or association, or any supreme, municipal, local or other authority, whether in Great Britain or any other country or place.
- H. To issue, place, underwrite, guarantee or assist in the subscription of shares, debentures, debenture stock, bonds, securities of the Company upon such terms and conditions as may from time to time be agreed upon.

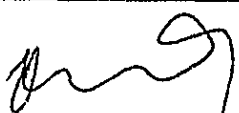
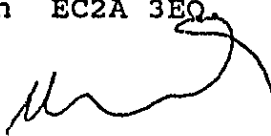
- I. To sell, lease, exchange, dispose of, turn to account or otherwise deal in the whole or any part of the undertaking of the Company for any consideration as may be considered expedient.
- J. To invest and deal with the monies of the Company not immediately required in such manner and upon such conditions as may from time to time be determined.
- K. To make advances, or give credit, to customers and others with or without security and to act as financiers and bankers generally as may be considered beneficial to the Company.
- L. To accept, draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and any other negotiable instruments whatsoever.
- M. To amalgamate, enter into partnership or arrangement for sharing profits with any firm, person or company which is, or intends to, carry on any business which is compatible with the objects of the Company.
- N. To acquire the undertaking, property, assets, trade marks, goodwill and transactions generally of any business whether carried on by a company, firm, person or other which can be carried on, directly or indirectly, in conjunction with or to the benefit of the Company.
- O. To accept shares, stock, property or other securities in lieu of, or in part, for any services or goods supplied by the Company.
- P. To join, form, subscribe to any trade association, trade indemnifiers, whether governmental or otherwise, guild, professional body or other association with a view to the protection, furtherance and benefit of the interests of the Company.
- Q. To establish, support or aid in the establishment and support of associations, clubs, institutions, funds, trusts, schemes, gratuities and allowances calculated to be beneficial to the officers, ex-officers, employees and ex-employees, and their dependants, as the Company may see fit.
- R. To distribute among the members in specie any property of the Company or proceeds of sale or disposal thereof, and for such purpose to distinguish and separate capital from profits, but so that no distribution amounting to any reduction may be made except with the sanction of any provision required by law.

- S. To do any or all of the above things (in any part of the world) either alone or in conjunction with, or as factors, trustees or agents for, any other company or person, by or through any factors, trustees or agents.
- T. Generally to do all such other things and to carry on such other business or businesses whatsoever and wheresoever as may, in the opinion of the company, be necessary, incidental, conducive or convenient to the attainment of the above objects or any of them, or calculated directly or indirectly to enhance the value of or render profitable any of the company's property, assets or rights, or otherwise likely in any respect be advantageous to the company.

AND it is hereby declared the word "company" in this clause, except where used in reference to this company, shall be deemed to include any partnership or other body or persons whether incorporated or not incorporated and whether domiciled in the United Kingdom or elsewhere and further the intention is that the objects specified in each sub-clause of this clause shall not, except where otherwise expressed in such sub-clause, be in any way limited or restricted by reference to or inference from the terms of any other sub-clause or by the name of the company. None of the sub-clauses of the objects herein specified or the powers hereby conferred shall be deemed subsidiary or auxiliary to the objects mentioned in the first sub-clause of this clause, and the company shall have full power to exercise all or any of the powers conferred by any part of this clause in any part of the world and notwithstanding that the business, undertaking, property or acts proposed to be transacted, acquired, dealt with or performed, do not fall within the objects of the first sub-clause of this clause. Any reference herein to "the statutes" shall be a reference to the Companies Act 1985 and every statutory modification and re-enactment thereof and every other act for the time being in force concerning companies and affecting the company.

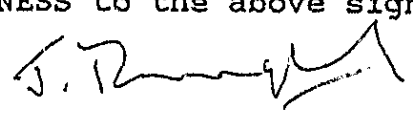
4. The liability of the members is limited.
5. The Company's share capital is £1000 divided into 1000 shares of £1 each.

We, the subscribers to the memorandum of association, wish to be formed into a company pursuant to this memorandum; and we agree to take the number of shares shown opposite our respective names.

NAMES AND ADDRESSES OF THE SUBSCRIBERS.	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER.
 Signed for and on behalf of NOMINEE DIRECTORS LTD. 3 Garden Walk, London EC2A 3EQ.	ONE
 Signed for and on behalf of NOMINEE SECRETARIES LTD. 3 Garden Walk, London EC2A 3EQ.	ONE

Dated this twenty-third day of September 1992.

WITNESS to the above signatures :-

  
Judith Thorogood,  
18 Goldsworth Park Trading Estate,  
Woking,  
Surrey, GU21 3BA.

The Companies Act 1985.  
(As amended by the Companies Act 1989)  
Private Company Limited by Shares

ARTICLES OF ASSOCIATION

- OF -

KITTIWAKE PROPERTIES LIMITED

PRELIMINARY.

1. (a) Any reference in these Articles to "the Act" shall mean the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force.  
  
(b) The Regulations contained in Table A as comprised in the Companies (Tables A to F) Regulations 1985 as modified from time to time ("Table A") shall apply to the Company subject to any exclusion or modification hereinafter expressed. Regulations 24, 46, 73-77, 94-97, 101 and 113 shall not apply to the Company.

PRIVATE COMPANY.

2. The Company is a Private Company and accordingly, in compliance with Section 81 of the Companies Act 1985 ("the Act"), any invitation to the public to subscribe for any shares in or debentures of the Company shall be prohibited.

ALLOTMENT OF SHARES.

3. (a) The Directors of the Company may, within a period of five years from the date of incorporation of the Company, exercise the Company's power to allot, grant options over or otherwise dispose of all or any of the unissued shares in the capital of the Company.  
  
(b) Subject to the provisions of the Act, the Company in general meeting may by Ordinary resolution extend such authorisation or modify the duration thereof, provided that such Resolution complies with the Act.

4. (a) Subject to any direction given by the Company in general meeting all shares to be issued shall be first offered to the existing members in proportion to the shares already held by them. The said offer shall be in writing, stating the number of shares the member is entitled to and stating the time limit (being not less than 21 days) whereafter the offer is deemed to have been declined.

(b) Sections 89(1) and 90(1) to (6) of the Act shall not apply to the allotment of any equity security in the Company.

#### LIEN.

5. Regulation 8 of the Table A shall be amended by the words "(not being a fully paid share)" being omitted.

#### TRANSFER OF SHARES.

6. (a) No share or beneficial ownership of a share shall be transferred to any person who is not a member of the family (as hereinafter defined) of the member transferring the share unless and until the rights of pre-emption hereinafter conferred shall have been exhausted. "Member of the family" shall mean a spouse, parent, child, or grandchild (whether natural or adopted) of the member.

(b) A member ("the transferor") desiring to transfer shares otherwise than in accordance with Article 6(a) above shall give written notice ("the Transfer Notice") to the company of such intention. The Transfer Notice shall give particulars of the shares to be sold and may require that all the shares specified in the Transfer Notice be sold. The Transfer Notice shall constitute the Directors of the company agents for the transferor for the purpose of selling such shares to the existing members of the company at such price as shall be agreed between the Directors and the transferor or, failing such agreement, at the price fixed by an independent chartered accountant appointed, in the absence of agreement, by the President for the time being of the Institute of Chartered Accountants. The said accountant shall act as an expert and not as an arbitrator and his decision shall be final and binding. He shall value the shares as at the date of the Transfer Notice and without any discount for the fact that they may constitute a minority shareholding and without any enhancement for the fact that they may constitute a majority shareholding. The costs of the accountant's valuation shall be borne by the company unless the accountant shall otherwise direct. A Transfer Notice once given may be withdrawn only with the consent of the Directors, but such consent shall not be unreasonably withheld.

(c) The Directors shall offer the shares specified in the Transfer Notice to the members of the company in proportion as if the shares were to be disposed of by allotment under Article 4(a) and the transferor were not a member.

(d) If within twenty-eight days from the date of the Transfer Notice the Directors are unable to find a member or members willing to purchase any of the shares (or all of them if the Transfer Notice so requires) the transferor may dispose of so many shares as shall remain (or all of the shares if the Transfer Notice required all shares to be sold), in any manner and to any person he may think fit.

(e) The transferor shall be bound upon payment of the price due in respect thereof to transfer the shares specified in the Transfer Notice to the member or members willing to purchase shares.

(f) In the event that a person refuses to transfer any shares which by reason of these Articles he has become obliged to transfer, the Directors may appoint a person to execute such transfer on behalf of the defaulting transferor and the company may receive payment for such shares on behalf of the defaulting transferor and the company's receipt shall operate as a good discharge to the purchaser and the defaulting transferor shall be obliged to deliver to the company the share certificates (if any) held by him in respect of those shares.

(g) The Directors may refuse to register the transfer of any share which is not made in accordance with the provisions of this Article whether or not it is a fully paid share.

#### PROCEEDINGS AT GENERAL MEETINGS.

7. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of a show of hands) demanded by the Chairman or by any other person present in person or by proxy.
8. Business may be transacted at any meeting at which a quorum is present at the time the meeting proceeds to business and Regulation 40 and 41 of Table A shall be modified accordingly.

#### SECRETARY.

9. The first Secretary shall be as named in the statement delivered pursuant to Section 10 of the Companies Act 1985.

#### DIRECTORS.

10. The number of Directors shall be not less than one nor more than seven. The first Directors shall be as named in the statement delivered pursuant to Section 10 of the Companies Act 1985. A sole Director may exercise all the powers of the Directors and Regulation 90 of the Table A shall be modified accordingly.

11. A person may be appointed a Director notwithstanding that he shall have attained the age of 70 years and no Director shall be liable to vacate office by reason of having attained that any other age.
12. No person shall be appointed or re-appointed a Director at any general meeting unless:-
  - (i) he is recommended by the Directors; or
  - (ii) not less than three nor more than twenty-one days before the date appointed for the meeting there shall have been left at the registered office of the Company notice in writing, signed by a member duly qualified to attend and vote at the meeting for which such notice is given, of his intention to propose such person for election, and also notice in writing signed by that person of his willingness to be elected.
13. Subject to the provisions of the Act, a Director may contract with and participate in the profits of any contract or arrangement with the Company as if he were not a Director. A Director shall also be capable of voting in respect of such contract or arrangement where he has previously disclosed his interest to the Company, or in respect of his appointment to any office of place of profit under the Company or of the arrangement of the terms thereof, and may be counted in the quorum at any meeting at which any such matter is considered. Regulation 85 of Table A shall be modified accordingly.

#### BORROWING POWERS.

14. The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled Capital, or any part thereof, and may, subject to Article 3, issue debentures, debenture stock and other securities whether outright or as a security for any debt, liability or obligation of the Company or any third party.

#### INDEMNITY INSURANCE.

15. Subject to the provisions of the Act but without prejudice to any assurance or indemnity to which a Director or other officer (or auditor) of the company may otherwise be entitled:
  - (a) the company shall be permitted to purchase and maintain for every Director or other officer of the company insurance against any liability which by virtue of any rule of law would attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the company in accordance with section 310 (3)(a) of the Act and the Directors shall be entitled to exercise the aforesaid power to purchase and maintain insurance;

(b) every Director or other officer of the company shall be indemnified out of the assets of the company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under section 144 or section 727 of the Act in which relief is granted to him by the Court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the company;

(c) Regulation 118 of Table A shall not apply to the company;

(d) every director or other officer of the company shall be indemnified out of the assets of the company against any loss or liability which he may sustain or incur in or above the execution of the duties of his office or otherwise in relation thereto.

#### EXECUTION OF DOCUMENTS.

16. The company seal, if any, shall only be used by the authority of the Directors or of a committee of Directors duly authorised by the Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless and otherwise determined it shall be signed by a Director and the Secretary or by a second Director and expressed (in whatever form of words) to be executed by the Company and has the same effect as if executed under the seal of the Company. Clause 6 of Table A relating to the sealing of share certificates shall apply only if the Company has a seal.

#### NOTICES.

17. A notice may be given by any member of the Company by leaving it at or sending it to the registered office of the Company. Regulation 115 of Table A shall apply save that the words, "unless to the contrary" shall be deleted therefrom.

#### WINDING UP.

18. In Regulation 117 of Table A the words "with the like sanction" shall be inserted immediately before the words "determine how such division".

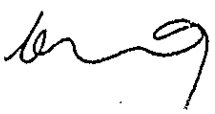
#### CHAIRMAN'S CASTING VOTE.

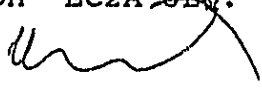
19. The Chairman (if any) shall not have a casting vote and Regulation 50 of Table A shall be deleted and Regulation 88 of Table A amended accordingly.

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NAMES AND ADDRESSES OF SUBSCRIBERS

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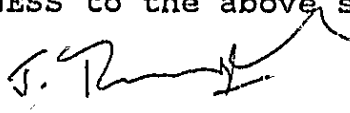
  
For and on behalf of  
NOMINEE DIRECTORS LTD.  
3 Garden Walk,  
London EC2A 3EQ.

  
For and on behalf of  
NOMINEE SECRETARIES LTD.  
3 Garden Walk,  
London EC2A 3EQ.

---

Dated this twenty-third day of September 1992.

WITNESS to the above signatures:-

  
Judith Thorogood,  
18 Goldsworth Park Trading Estate,  
Woking,  
Surrey, GU21 3BA.

# FILE COPY



## CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY


No. 2751669

I hereby certify that

KITTIWAKE PROPERTIES LIMITED

is this day incorporated under the Companies Act 1985 as  
a private company and that the Company is limited.

Given under my hand at the Companies Registration Office,  
Cardiff the 30 SEPTEMBER 1992

  
P. BEVAN

an authorised officer

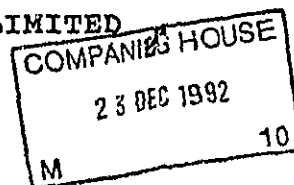
COMPANY NUMBER: 2751669

COMPANY LIMITED BY SHARES  
(as amended by the Companies Act, 1989)  
THE COMPANIES ACT, 1985

RESOLUTION

- OF -

KITTIWAKE PROPERTIES LIMITED




Passed on the 22nd December 1992.

AT AN EXTRAORDINARY GENERAL MEETING of the above-named Company,  
duly convened, and held at


on the above-mentioned date, the following Special Resolution  
was duly passed:-

RESOLUTION

That Clause 3A(1) of the Memorandum of Association of the  
Company be amended by the inclusion of the additional words  
"To let property on assured tenancies and" as contained in the  
updated Memorandum and Articles of Association attached  
herewith.

Signed..........Director  
for and on behalf of Nominee Directors Ltd.

We the undersigned, being members of the above Company, holding  
not less than 95% of the nominal value of the shares giving  
right to attend and vote at the meeting, hereby consent to the  
convening of the above Extraordinary General Meeting for the  
date and place above mentioned and the passing thereof of the  
Resolution set forth above.

  
for Nominee Directors Ltd.

  
For Nominee Secretaries Ltd.

Filed by

STL GROUP LTD.  
3 Garden Walk,  
London, EC2A 3EQ.

The Companies Act 1985.  
(As amended by the Companies Act 1989)  
Private Company Limited by Shares

MEMORANDUM OF ASSOCIATION  
Objects changed pursuant by Resolution dated 22nd December 1992.

- OF -

KITTIWAKE PROPERTIES LIMITED

1. The Company's name is KITTIWAKE PROPERTIES LIMITED.

2. The Company's registered office is to be situated in England.

3A. The Company's objects are:-

(1) To let property on assured tenancies and to purchase, take on lease or exchange, or otherwise acquire, hold, manage, administer, work, refurbish, decorate, develop the resources of, and turn to account any estates, lands, buildings, tenements, and any other property of every description, whether of freehold leasehold or other tenure, whether situate in the United Kingdom or elsewhere in the World, and any interest in and rights connected therewith; to sell lease or otherwise dispose of the whole or any part of the property of the Company, and to create, sell and deal in freehold and leasehold ground rents, and to make advances upon the security of land or other property or any interests therein, and generally to deal (by way of sale lease exchange mortgage or otherwise) in or with land and house property and any other property whether real or personal.

(2) To develop and turn to account any land acquired by the Company, or in which the Company is or shall be interested; to advance money, either with or without security, whether as principal or agent, and to act as mortgage and insurance brokers, auctioneers, valuers, land and estate agents.

(3) To enter into contracts and arrangements of all kinds for any of the above purposes with public authorities, companies, builders, contractors, tenants or any other person or corporation undertaking to build on or improve any property in which the Company is interested, and to sell, exchange let or otherwise dispose of all or any such lands, houses, shops, offices, factories, warehouses, stores, hotels or buildings of any kind, and to do any of the foregoing either as principal, agents, nominees, contractors, trustees or jointly with others.

- B. To purchase, take on lease, exchange, hire or otherwise acquire, hold, traffic in, and generally deal in lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any other real or personal property whatsoever and wheresoever for such consideration and upon such terms as may be deemed expedient.
- C. To erect, construct, lay down, alter, enlarge, convert, replace and maintain, whether permanent or temporary, any structure, building, works, machinery, whether as principal or agent, contributor or partner.
- D. To borrow, raise, and to secure the payment of monies in such manner as the Company shall think fit, in particular to borrow monies by the issue of debentures or debenture stock, to secure monies borrowed, or any other obligations of the Company by mortgage, charge or other security on all or any of the Company's undertaking, property, assets, goodwill, book or other debts, including future property and uncalled capital.
- E. To apply for, purchase, develop or otherwise acquire any patents, licences, trade marks and the like, conferring exclusive, non-exclusive or limited right of user to any secret or other information and to any invention which may be calculated directly or indirectly to benefit the Company, and to use, develop, grant licences in respect of, or otherwise to turn to account any rights and information so acquired.
- F. To purchase, subscribe or otherwise acquire and hold as an investment any shares, debentures, debenture stock, bonds, stock or other securities issued by any company or association, or any supreme, municipal, local or other authority, whether in Great Britain or any other country or place.
- G. To issue, place, underwrite, guarantee or assist in the subscription of shares, debentures, debenture stock, bonds, securities of the Company upon such terms and conditions as may from time to time be agreed upon.
- H. To sell, lease, exchange, dispose of, turn to account or otherwise deal in the whole or any part of the undertaking of the Company for any consideration as may be considered expedient.
- I. To invest and deal with the monies of the Company not immediately required in such manner and upon such conditions as may from time to time be determined.

- J. To make advances, or give credit, to customers and others with or without security and to act as financiers and bankers generally as may be considered beneficial to the Company.
- K. To accept, draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and any other negotiable instruments whatsoever.
- L. To amalgamate, enter into partnership or arrangement for sharing profits with any firm, person or company which is, or intends to, carry on any business which is compatible with the objects of the Company.
- M. To acquire the undertaking, property, assets, trade marks, goodwill and transactions generally of any business whether carried on by a company, firm, person or other which can be carried on, directly or indirectly, in conjunction with or to the benefit of the Company.
- N. To accept shares, stock, property or other securities in lieu of, or in part, for any services or goods supplied by the Company.
- O. To join, form, subscribe to any trade association, trade indemnifiers, whether governmental or otherwise, guild, professional body or other association with a view to the protection, furtherance and benefit of the interests of the Company.
- P. To establish, support or aid in the establishment and support of associations, clubs, institutions, funds, trusts, schemes, gratuities and allowances calculated to be beneficial to the officers, ex-officers, employees and ex-employees, and their dependants, as the Company may see fit.
- Q. To distribute among the members in specie any property of the Company or proceeds of sale or disposal thereof, and for such purpose to distinguish and separate capital from profits, but so that no distribution amounting to any reduction may be made except with the sanction of any provision required by law.
- R. To do any or all of the above things (in any part of the world) either alone or in conjunction with, or as factors, trustees or agents for, any other company or person, by or through any factors, trustees or agents.
- S. Generally to do all such other things and to carry on such other business or businesses whatsoever and wheresoever as may, in the opinion of the company, be necessary, incidental, conducive or convenient to the

attainment of the above objects or any of them, or calculated directly or indirectly to enhance the value of or render profitable any of the company's property, assets or rights, or otherwise likely in any respect be advantageous to the company.

- T. To carry on any other trade or profession which can, in the opinion of the Company, be conveniently carried on with, or in addition to, any of the aforesaid objects.

AND it is hereby declared the word "company" in this clause, except where used in reference to this company, shall be deemed to include any partnership or other body or persons whether incorporated or not incorporated and whether domiciled in the United Kingdom or elsewhere and further the intention is that the objects specified in each sub-clause of this clause shall not, except where otherwise expressed in such sub-clause, be in any way limited or restricted by reference to or inference from the terms of any other sub-clause or by the name of the company. None of the sub-clauses of the objects herein specified or the powers hereby conferred shall be deemed subsidiary or auxiliary to the objects mentioned in the first sub-clause of this clause, and the company shall have full power to exercise all or any of the powers conferred by any part of this clause in any part of the world and notwithstanding that the business, undertaking, property or acts proposed to be transacted, acquired, dealt with or performed, do not fall within the objects of the first sub-clause of this clause. Any reference herein to "the statutes" shall be a reference to the Companies Act 1985 and every statutory modification and re-enactment thereof and every other act for the time being in force concerning companies and affecting the company.

4. The liability of the members is limited.

5. The Company's share capital is £1000 divided into 1000 shares of £1 each.

We, the subscribers to the memorandum of association, wish to be formed into a company pursuant to this memorandum; and we agree to take the number of shares shown opposite our respective names.

---

NAMES AND ADDRESSES  
OF THE SUBSCRIBERS.

NUMBER OF SHARES TAKEN  
BY EACH SUBSCRIBER.

---

Signed for and on behalf of  
NOMINEE DIRECTORS LTD.  
3 Garden Walk,  
London EC2A 3EQ.

ONE

Signed for and on behalf of  
NOMINEE SECRETARIES LTD.  
3 Garden Walk,  
London EC2A 3EQ.

ONE

---

Dated this twenty-third day of September 1992.

WITNESS to the above signatures :-

Judith Thorogood,  
18 Goldsworth Park Trading Estate,  
Woking,  
Surrey, GU21 3BA.

The Companies Act 1985.  
(As amended by the Companies Act 1989)  
Private Company Limited by Shares

ARTICLES OF ASSOCIATION

- OF -

KITTIWAKE PROPERTIES LIMITED

PRELIMINARY.

1. (a) Any reference in these Articles to "the Act" shall mean the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force.  
  
(b) The Regulations contained in Table A as comprised in the Companies (Tables A to F) Regulations 1985 as modified from time to time ("Table A") shall apply to the Company subject to any exclusion or modification hereinafter expressed. Regulations 24, 46, 73-77, 94-97, 101 and 113 shall not apply to the Company.

PRIVATE COMPANY.

2. The Company is a Private Company and accordingly, in compliance with Section 81 of the Companies Act 1985 ("the Act"), any invitation to the public to subscribe for any shares in or debentures of the Company shall be prohibited.

ALLOTMENT OF SHARES.

3. (a) The Directors of the Company may, within a period of five years from the date of incorporation of the Company, exercise the Company's power to allot, grant options over or otherwise dispose of all or any of the unissued shares in the capital of the Company.  
  
(b) Subject to the provisions of the Act, the Company in general meeting may by Ordinary resolution extend such authorisation or modify the duration thereof, provided that such Resolution complies with the Act.

(b) Sections 89(1) and 90(1) to (6) of the Act shall not apply to the allotment of any equity security in the Company.

#### LIEN.

5. Regulation 8 of the Table A shall be amended by the words "(not being a fully paid share)" being omitted.

#### TRANSFER OF SHARES.

6. (a) No share or beneficial ownership of a share shall be transferred to any person who is not a member of the family (as hereinafter defined) of the member transferring the share unless and until the rights of pre-emption hereinafter conferred shall have been exhausted. "Member of the family" shall mean a spouse, parent, child, or grandchild (whether natural or adopted) of the member.

(b) A member ("the transferor") desiring to transfer shares otherwise than in accordance with Article 6(a) above shall give written notice ("the Transfer Notice") to the company of such intention. The Transfer Notice shall give particulars of the shares to be sold and may require that all the shares specified in the Transfer Notice be sold. The Transfer Notice shall constitute the Directors of the company agents for the transferor for the purpose of selling such shares to the existing members of the company at such price as shall be agreed between the Directors and the transferor or, failing such agreement, at the price fixed by an independent chartered accountant appointed, in the absence of agreement, by the President for the time being of the Institute of Chartered Accountants. The said accountant shall act as an expert and not as an arbitrator and his decision shall be final and binding. He shall value the shares as at the date of the Transfer Notice and without any discount for the fact that they may constitute a minority shareholding and without any enhancement for the fact that they may constitute a majority shareholding. The costs of the accountant's valuation shall be borne by the company unless the accountant shall otherwise direct. A Transfer Notice once given may be withdrawn only with the consent of the Directors, but such consent shall not be unreasonably withheld.

(c) The Directors shall offer the shares specified in the Transfer Notice to the members of the company in proportion as if the shares were to be disposed of by allotment under Article 4(a) and the transferor were not a member.

(d) If within twenty-eight days from the date of the Transfer Notice the Directors are unable to find a member or members willing to purchase any of the shares (or all of them if the Transfer Notice so requires) the transferor may dispose of so many shares as shall remain (or all of the shares if the Transfer Notice required all shares to be

sold), in any manner and to any person he may think fit.

(e) The transferor shall be bound upon payment of the price due in respect thereof to transfer the shares specified in the Transfer Notice to the member or members willing to purchase shares.

(f) In the event that a person refuses to transfer any shares which by reason of these Articles he has become obliged to transfer, the Directors may appoint a person to execute such transfer on behalf of the defaulting transferor and the company may receive payment for such shares on behalf of the defaulting transferor and the company's receipt shall operate as a good discharge to the purchaser and the defaulting transferor shall be obliged to deliver to the company the share certificates (if any) held by him in respect of those shares.

(g) The Directors may refuse to register the transfer of any share which is not made in accordance with the provisions of this Article whether or not it is a fully paid share.

#### PROCEEDINGS AT GENERAL MEETINGS.

7. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of a show of hands) demanded by the Chairman or by any other person present in person or by proxy.
8. Business may be transacted at any meeting at which a quorum is present at the time the meeting proceeds to business and Regulation 40 and 41 of Table A shall be modified accordingly.

#### SECRETARY.

9. The first Secretary shall be as named in the statement delivered pursuant to Section 10 of the Companies Act 1985.

#### DIRECTORS.

10. The number of Directors shall be not less than one nor more than seven. The first Directors shall be as named in the statement delivered pursuant to Section 10 of the Companies Act 1985. A sole Director may exercise all the powers of the Directors and Regulation 90 of the Table A shall be modified accordingly.
11. A person may be appointed a Director notwithstanding that he shall have attained the age of 70 years and no Director shall be liable to vacate office by reason of having attained that any other age.
12. No person shall be appointed or re-appointed a Director at

any general meeting unless:-

- (a) he is recommended by the Directors; or
  - (b) not less than three nor more than twenty-one days before the date appointed for the meeting there shall have been left at the registered office of the Company notice in writing, signed by a member duly qualified to attend and vote at the meeting for which such notice is given, of his intention to propose such person for election, and also notice in writing signed by that person of his willingness to be elected.
13. The Directors may appoint a person who is willing to act as a Director, either to fill a vacancy or as an additional director, provided that the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with the articles as the maximum number of directors.
14. Subject to the provisions of the Act, a Director may contract with and participate in the profits of any contract or arrangement with the Company as if he were not a Director. A Director shall also be capable of voting in respect of such contract or arrangement where he has previously disclosed his interest to the Company, or in respect of his appointment to any office of place of profit under the Company or of the arrangement of the terms thereof, and may be counted in the quorum at any meeting at which any such matter is considered. Regulation 85 of Table A shall be modified accordingly.

#### BORROWING POWERS.

15. The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled Capital, or any part thereof, and may, subject to Article 3, issue debentures, debenture stock and other securities whether outright or as a security for any debt, liability or obligation of the Company or any third party.

#### INDEMNITY INSURANCE.

16. Subject to the provisions of the Act but without prejudice to any assurance or indemnity to which a Director or other officer (or auditor) of the company may otherwise be entitled:
- (a) the company shall be permitted to purchase and maintain for every Director or other officer of the company insurance against any liability which by virtue of any rule of law would attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the company in accordance with section 310 (3)(a) of the Act and the Directors shall be

entitled to exercise the aforesaid power to purchase and maintain insurance;

(b) every Director or other officer of the company shall be indemnified out of the assets of the company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under section 144 or section 727 of the Act in which relief is granted to him by the Court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the company;

(c) Regulation 118 of Table A shall not apply to the company;

(d) every director or other officer of the company shall be indemnified out of the assets of the company against any loss or liability which he may sustain or incur in or above the execution of the duties of his office or otherwise in relation thereto.

#### EXECUTION OF DOCUMENTS.

17. The company seal, if any, shall only be used by the authority of the Directors or of a committee of Directors duly authorised by the Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless and otherwise determined it shall be signed by a Director and the Secretary or by a second Director and expressed (in whatever form of words) to be executed by the Company and has the same effect as if executed under the seal of the Company. Clause 6 of Table A relating to the sealing of share certificates shall apply only if the Company has a seal.

#### NOTICES.

18. A notice may be given by any member of the Company by leaving it at or sending it to the registered office of the Company. Regulation 115 of Table A shall apply save that the words, "unless to the contrary" shall be deleted therefrom.

#### WINDING UP.

19. In Regulation 117 of Table A the words "with the like sanction" shall be inserted immediately before the words "determine how such division".

#### CHAIRMAN'S CASTING VOTE.

20. The Chairman (if any) shall not have a casting vote and Regulation 50 of Table A shall be deleted and Regulation 88 of Table A amended accordingly.

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NAMES AND ADDRESSES OF SUBSCRIBERS

---

For and on behalf of  
NOMINEE DIRECTORS LTD.  
3 Garden Walk,  
London EC2A 3EQ.

For and on behalf of  
NOMINEE SECRETARIES LTD.  
3 Garden Walk,  
London EC2A 3EQ.

---

Dated this twenty-third day of September 1992.

WITNESS to the above signatures:-

Judith Thorogood,  
18 Goldsworth Park Trading Estate,  
Woking,  
Surrey, GU21 3BA.

KITTIWAKE PROPERTIES LIMITED


WRITTEN RESOLUTION OF ALL MEMBERS

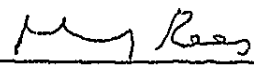


Pursuant to Regulation 53 of Table A (which regulation is incorporated in the Articles of Association of the Company) We, the undersigned, being all members of the Company who, at the date of this Resolution would be entitled to attend and vote at General Meetings of the Company, HEREBY PASS the following Resolution as an Ordinary Resolution and agree that the said Resolution shall, for all purposes be as valid and effective as if the same had been passed by us all at a General Meeting of the Company duly convened and held:-

"THAT the name of the Company be changed to MHS Services Limited."

Dated this 12 day of January 1993.

  
\_\_\_\_\_  
For & On Behalf of  
Medway Housing Society Limited

  
\_\_\_\_\_  
Mrs M J Rees

D:D418A



**CERTIFICATE OF INCORPORATION  
ON CHANGE OF NAME**

No. 2751669

I hereby certify that

**KITTIWAKE PROPERTIES LIMITED**

having by special resolution changed its name,

is now incorporated under the name of

**MHS SERVICES LIMITED**

Given under my hand at the Companies Registration Office,  
Cardiff the 26 JANUARY 1993

*F. A. Joseph.*

F. A. JOSEPH

an authorised officer

KITTIWAKE PROPERTIES LIMITED

WRITTEN RESOLUTION OF ALL MEMBERS



Pursuant to Regulation 53 of Table A (which regulation is incorporated in the Articles of Association of the Company) We, the undersigned, being all members of the Company who, at the date of these Resolutions would be entitled to attend and vote at General Meetings of the Company, HEREBY PASS the following Resolutions as Special Resolutions and agree that the said Resolutions shall, for all purposes be as valid and effective as if the same had been passed by us all at a General Meeting of the Company duly convened and held:-

1. THAT the Memorandum of Association of the Company be altered in the following manner:

- 1.1 By the addition of the following new sub-clause to be numbered 3A(1) and the renumbering of subsequent sub-clauses accordingly:-

"3A(1) To carry on business as a general commercial company."

- 1.2 By the deletion of Clause 3A(2) (as renumbered pursuant to paragraph 1.1 above) in its entirety and the substitution of the following in its place:

3A(2) "To purchase, take on lease or exchange, or otherwise acquire, hold, manage, maintain, administer, work, refurbish, repair, decorate, develop the resources of, and turn to account any estates, lands, buildings, tenements, and any other property of every description, whether of freehold leasehold or other tenure, whether situate in the United Kingdom or elsewhere in the World, and any interest in and rights connected therewith; to sell, lease or otherwise dispose of the whole or any part of the property of the Company, and to create, sell and

deal in freehold and leasehold ground rents, and to make advances upon the security of land or other property or any interest therein, and generally to deal (by way of sale, lease, exchange, mortgage or otherwise) in or with land and any other property whether real or personal"

2. THAT the Articles of Association of the Company be altered in the following manner:-

- 2.1 By the addition of the following as a new Article 1(c):-

"In these Articles "Medway" shall mean Medway Housing Society Limited an Industrial Provident Society registered under the Industrial & Provident Societies Act 1965 (number 26688R)."

- 2.2 By the deletion of Articles 6(a) to 6(f) inclusive and the substitution of the following in its place:-

"6(a) No share or beneficial ownership of a share shall be transferred (whether by way of sale or otherwise) and no disposition of any nature shall take place in relation to any share without the prior written consent of Medway.

(b) Immediately upon any member ceasing at any time and for whatever reason to be a Director of the Company, there shall be deemed have been served a notice by such Director (in this Article referred to as the "Transferor") appointing the Directors of the Company as the Transferor's agent for the purposes of transferring all of the shares registered in the name of the Transferor to such person as Medway may, in its absolute discretion, nominate by notice in writing to the Directors. The total consideration payable to the Transferor in respect of such transfer shall be the sum of £1. In the event of the Transferor failing to carry out such transfer within such period as Medway may specify, the

Directors shall be entitled to authorise some person to execute a transfer in respect of the shares of the Transferor and the Company may give a good receipt for the aforesaid consideration payable on such transfer and register the transferee as holder of such shares whereupon the transferee shall become indefeasibly entitled thereto."

2.3 Article 6(g) shall be renumbered as Article 6(c) and in that Article the word "may" shall be deleted and replaced with the word "shall".

2.4 The following shall be inserted as a new Article 6(d):-

"6(d) For the avoidance of doubt the provisions of Articles 6(a), 6(b) and 6(c) shall not apply to the shares held by Medway."

2.5 By the deletion of Article 8 in its entirety and the substitution of the following in its place:-

"8 No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business and throughout the meeting. Three members present in person or by proxy (or in the case of a member being a corporation by representative) shall be a quorum for all purposes PROVIDED THAT one such member shall be Medway."

2.6 In the first sentence of Article 10 the word "seven" shall be deleted and replaced with the word "ten",

2.7 By the deletion of Article 12 in its entirety and the substitution of the following in its place:-

"12. The Directors shall not be liable to retire by rotation and accordingly in Regulation 78 of Table A the words "and may also determine the rotation in which any additional directors are to retire" shall

be deleted and in Regulation 79 of Table A the second and third sentences thereof shall be deleted."

2.8 By the deletion of Article 13 in its entirety and the substitution of the following:

"13 Notwithstanding anything herein contained, Medway shall have the power from time to time and at any time to appoint any person or persons as a Director or Directors either as additional Directors or to fill any vacancy and to remove from any office any Director howsoever appointed. Any such appointment or removal shall be effected by an instrument in writing signed by Medway and shall take effect upon lodgement at the registered office of the Company, or such date later than such lodgement as may be specified in the instrument. Regulation 81 of Table A shall be construed accordingly."

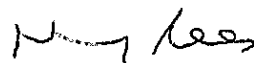
2.9 By the addition of the following as a new Article 21:-

"21 The shares held by any Director of the Company shall carry no rights whatsoever to any dividends or distributions and upon a return of assets on a winding up of the Company or other return of capital, the Directors shall only be entitled to receive an amount equal to the paid up value of the shares held by them and shall have no further entitlement. Regulation 104 shall be construed accordingly."

Dated this 12 day of January 1993



For & On Behalf of  
Medway Housing Society Limited



Mrs M J Rees

MHS SERVICES LIMITED

Pursuant to Regulation 53 of Table A (which regulation is incorporated in the Articles of Association of the Company) we, the undersigned being all the members of the Company who, at the date of these resolutions would be entitled to attend and vote at general meetings of the Company HEREBY PASS the following resolution as a special resolution and agree that the said resolution shall for all purposes be as valid and effective as if the same had been passed by us all at a general meeting of the Company duly convened and held.

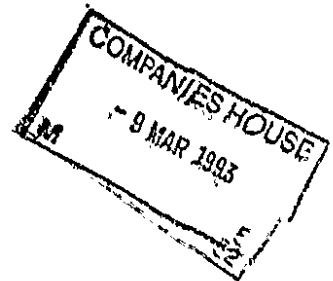
SPECIAL RESOLUTION

The Articles of Association of the Company in the form annexed hereto shall be adopted as the Articles of Association of the Company to the exclusion of any other form of Articles of Association of prior date.

x [Signature]  
For and on behalf of  
MEDWAY HOUSING SOCIETY LIMITED

x [Signature] ✓  
MRS. M. J. REES

Dated 22 February 1993



The Companies Act 1985  
(As amended by the Companies Act 1989)  
Private Company Limited by Shares

ARTICLES OF ASSOCIATION

-OF-

MHS SERVICES LIMITED

PRELIMINARY

1. (a) Any reference in these Articles to "the Act" shall mean the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force.
- (b) The Regulations contained in Table A as comprised in the Companies (Tables A to F) Regulations 1985 as modified from time to time ("Table A") shall apply to the Company subject to any exclusion or modification hereinafter expressed. Regulations 24, 46, 73-77, 94-97, 101 and 113 shall not apply to the Company.
- (c) In these Articles "Medway" shall mean Medway Housing Society Limited an Industrial and Provident Society registered under the Industrial & Provident Societies Act 1965 (number 26688R).

PRIVATE COMPANY

2. The Company is a Private Company and accordingly, in compliance with Section 81 of the Companies Act 1985 ("the Act"), any invitation to the public to subscribe for any shares in or debentures of the Company shall be prohibited.

ALLOTMENT OF SHARES

3. (a) The Directors of the Company may, within a period of five years from the date of incorporation of the Company, exercise the Company's power to allot, grant options over or otherwise dispose of all or any of the unissued shares in the capital of the Company.
- (b) Subject to the provisions of the Act, the Company in general meeting may by Ordinary Resolution extend such authorisation or modify the duration thereof, provided that such Resolution complies with the Act.
- (c) Sections 89(1) and 90(1) to (6) of the Act shall not apply to the allotment of any equity security in the Company.

LIEN

4. Regulation 8 of the Table A shall be amended by the words "(not being a fully paid share)" being omitted.

#### TRANSFER OF SHARES

5. (a) No share or beneficial ownership of a share shall be transferred (whether by way of sale or otherwise) and no disposition of any nature shall take place in relation to any share without the prior written consent of Medway.
- (b) Immediately upon any member ceasing at any time and for whatever reason to be a Director of the Company, there shall be deemed to have been served a notice by such Director (in this Article referred to as the "Transferor") appointing the Directors of the Company as the Transferor's agent for the purposes of transferring all of the shares registered in the name of the Transferor to such person as Medway may, in its absolute discretion, nominate by notice in writing to the Directors. The total consideration payable to the Transferor in respect of such transfer shall be the sum of £1. In the event of the Transferor failing to carry out such transfer within such period as Medway may specify, the Directors shall be entitled to authorise some person to execute a transfer in respect of the shares of the Transferor and the Company may give a good receipt for the aforesaid consideration payable on such transfer and register the transferee as holder of such shares whereupon the transferee shall become indefeasibly entitled thereto.
- (c) The Directors shall refuse to register the transfer of any share which is not made in accordance with the provisions of this Article whether or not it is a fully paid share.
- (d) For the avoidance of doubt the provisions of Articles 5(a), 5(b) and 5(c) shall not apply to the shares held by Medway.

#### PROCEEDINGS AT GENERAL MEETINGS

6. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of a show of hands) demanded by the Chairman or by any other person present in person or by proxy.
7. No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business and throughout the meeting. Three members present in person or by proxy (or in the case of a member being a corporation by representative) shall be a quorum for all purposes PROVIDED THAT one such member shall be Medway.

#### SECRETARY

8. The first Secretary shall be as named in the statement delivered pursuant to Section 10 of the Companies Act 1985.

#### DIRECTORS

9. The number of Directors shall be not less than one nor more than ten. The first Directors shall be as named in the statement

delivered pursuant to Section 10 of the Companies Act 1985. A sole Director may exercise all the powers of the Directors and Regulation 90 of the Table A shall be modified accordingly.

10. A person may be appointed a Director notwithstanding that he shall have attained the age of 70 years and no Director shall be liable to vacate office by reason of having attained that or any other age.
11. The Directors shall not be liable to retire by rotation and accordingly in Regulation 78 of Table A the words "and may also determine the rotation in which any additional directors are to retire" shall be deleted and in Regulation 79 of Table A the second and third sentences thereof shall be deleted.
12. Notwithstanding anything herein contained, Medway shall have the power from time to time and at any time to appoint any person or persons as a Director or Directors either as additional Directors or to fill any vacancy and to remove from any office any Director howsoever appointed. Any such appointment or removal shall be effected by an instrument in writing signed by Medway and shall take effect upon lodgement at the registered office of the Company, or such date later than such lodgement as may be specified in the instrument. Regulation 81 of Table A shall be construed accordingly.
13. Subject to the provisions of the Act, a Director may contract with and participate in the profits of any contract or arrangement with the Company as if he were not a Director. A Director shall also be capable of voting in respect of such contract or arrangement where he has previously disclosed his interest to the Company, or in respect of his appointment to any office or place of profit under the Company or of the arrangement of the terms thereof and may be counted in the quorum at any meeting at which any such matter is considered. Regulation 85 of Table A shall be modified accordingly.

#### BORROWING POWERS

14. The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled Capital, or any part thereof and may, subject to Article 3, issue debentures, debenture stock and other securities whether outright or as a security for any debt, liability or obligation of the Company or any third party.

#### INDEMNITY INSURANCE

15. Subject to the provisions of the Act but without prejudice to any assurance or indemnity to which a Director or other officer (or auditor) of the Company may otherwise be entitled:
  - (a) the Company shall be permitted to purchase and maintain for every Director or other officer of the Company insurance against any liability which by virtue of any rule of law would attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company in accordance with Section 310 (3) (a) of the Act and the Directors shall be entitled to

exercise the aforesaid power to purchase and maintain insurance;

- (b) every Director or other officer of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under Section 144 or Section 727 or the Act in which relief is granted to him by the Court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the company;
- (c) Regulation 118 of Table A shall not apply to the Company;
- (d) every Director or other officer of the Company shall be indemnified out of the assets of the Company against any loss or liability which he may sustain or incur in or above the execution of the duties of his office or otherwise in relation thereto.

#### EXECUTION OF DOCUMENTS

- 16. The company seal, if any, shall only be used by the authority of the Directors or of a committee of Directors duly authorised by the Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless and otherwise determined it shall be signed by a Director and the Secretary or by a second Director and expressed (in whatever form of words) to be executed by the Company and has the same effect as if executed under the seal of the Company. Clause 6 of Table A relating to the sealing of share certificates shall apply only if the Company has a seal.

#### NOTICES

- 17. A notice may be given by any member of the Company by leaving it at or sending it to the registered office of the Company. Regulation 115 of Table A shall apply save that the words, "unless to the contrary" shall be deleted therefrom.

#### WINDING UP

- 18. In Regulation 117 of Table A the words "with the like sanction" shall be inserted immediately before the words "determine how such division".

#### CHAIRMAN'S CASTING VOTE

- 19. The Chairman (if any) shall not have a casting vote and Regulation 50 of Table A shall be deleted and Regulation 88 of Table A amended accordingly.
- 20. The shares held by any Director of the Company shall carry no rights whatsoever to any dividends or distributions and upon a return of assets on a winding up of the Company or other return of capital, the Directors shall only be entitled to receive an amount

equal to the paid up value of the shares held by them and shall have no further entitlement. Regulation 104 shall be construed accordingly.

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NAMES AND ADDRESSES OF SUBSCRIBERS

---

For and on behalf of  
NOMINEE DIRECTORS LTD.  
3 Garden Walk  
London EC2A 3EQ

For and on behalf of  
NOMINEE SECRETARIES LTD.  
3 Garden Walk  
London. EC2A 3EQ

---

Dated this twenty-third day of September 1992

WITNESS to the above signatures:-

Judith Thorogood  
18 Goldsworth Park Trading Estate  
Woking  
Surrey GU21 3BA

# G

# 224

## Notice of accounting reference date (to be delivered within 9 months of incorporation)

Please do not  
write in  
this margin.

Pursuant to section 224 of the Companies Act 1985  
as inserted by section 3 of the Companies Act 1989

Please complete  
legibly, preferably  
in black type, or  
bold block lettering.

To the Registrar of Companies  
(Address overleaf)

Company number

2751669

Name of company

\*Insert full name  
of company.

\* MHS SERVICES LTD

gives notice that the date on which the company's accounting reference period is to be treated as  
coming to an end in each successive year is as shown below:

### Important

The accounting  
reference date to  
be entered along-  
side should be  
completed as in the  
following examples:

Day Month

3 1 0 3

5 April  
Day Month

0 5 0 4

30 June  
Day Month

3 0 0 6

31 December  
Day Month

3 1 1 2

†Insert  
Director,  
Secretary,  
Administrator,  
Administrative  
Receiver or  
Receiver (Scotland)  
as appropriate.

Signed

*Mrs M Rees*

Designation †

SECRETARY

Date 12/3/93

Presentor's name address telephone  
number and reference (if any):

MRS M REES  
SOLICITOR  
FORT PITT HOUSE  
NEW ROAD  
ROCHESTER  
KENT

0634 818770

For official use  
D.E.B.

Post room

COMPANIES HOUSE

19 MAR 1993

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