

**Statutory Declaration of compliance
with requirements on application
for registration of a company**Please do not
write in
this margin

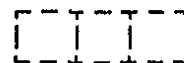
Pursuant to section 12(3) of the Companies Act 1985

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

To the Registrar of Companies

For official use

For official use



Name of company

* insert full
name of Company

* DOUBLEANY ENTERPRISES LIMITED
--

I, MICHAEL RICHARD COUNSELL, signing on behalf
of SWIFT INCORPORATIONS LIMITED
2 BACHES STREET
LONDON N1 6UB

† 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,

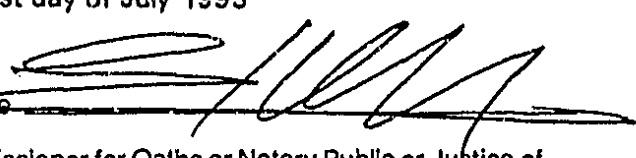
And I make this solemn declaration conscientiously believing the same to be true and by virtue of
the provisions of the Statutory Declarations Act 1835

Declared at 11, SHIP STREET
BRECON,
POWYS

Declarant to sign below

The 1st day of July 1993

before me


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

Printed and supplied by

Jordans

Jordan & Sons Limited

21 St. Thomas Street, Bristol BS1 6JS
Tel: 0272 230600 Telex 449119

10

CHA108

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

This form should be completed in black.

CN

For official use ☐

Company name (in full)

DOUBLEANY ENTERPRISES LIMITED

Registered office of the company on
incorporation.

RC

1 Mitchell Lane
Bristol
BS1 6BU

Count

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 JORDAN & SONS LIMITED

RA

21 ST. THOMAS STREET

Post town BRISTOL

County/Region

Postcode BS1 6JS

Number of continuation sheets attached

☐

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

C.F.P.U. JORDAN & SONS LIMITED

21 ST. THOMAS STREET

BRISTOL

Postcode BS1 6JS

Telephone 0272 230600

Extension 349

JRM10

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.

CS

SWIFT INCORPORATIONS LIMITED

N/A

N/A

N/A

AD

2 BACHES STREET

Post town LONDON

County/Region

Postcode N1 6UB

Country ENGLAND

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

Consent signature

Signed

(Authorised
Signatory)

Date 01.07.93

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.

CD

INSTANT COMPANIES LIMITED

N/A

N/A

N/A

AD

2 BACHES STREET

Post town LONDON

County/Region

Postcode N1 6UB

Country ENGLAND

Date of birth

DD 1 8 0 2 8 1

Nationality NA UK REGISTERED

Business occupation

OC

COMPANY REGISTRATION AGENT

Other directorships

OD

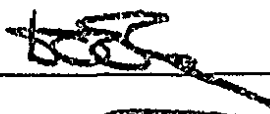
NONE

*** Voluntary details**

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

Consent signature

Signed

(Authorised
Signatory)

Date 01.07.93

Delete if the form
is signed by the
subscribers.

Signature of agent on behalf of all subscribers Date 01.07.93



2884256.

**A PRIVATE COMPANY
LIMITED BY SHARES**

Memorandum and Articles of Association

1. The Company's name is

DOUBLEANY ENTERPRISES LIMITED

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

3. (i) The object of the Company is to carry on business as a general commercial company.

(ii) Without prejudice to the generality of the object and the powers of the Company derived from Section 3A of the Act the Company has power to do all or any of the following things:-

167927

OBMGEN

(a) To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.

(b) To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, designs, protections and concessions and to disclaim, alter, modify, use and take to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.

(c) To acquire or undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.

(d) To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.

(e) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.

(f) To lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company), to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid).

(g) To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.

(h) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.

(i) To apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may

seem calculated directly or indirectly to prejudice the Company's interests.

(j) To enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions.

(k) To subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world.

(l) To control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies.

(m) To promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.

(n) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.

(o) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts.

(p) To remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment to him or them of shares or other securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.

(q) To distribute among the Members of the Company in kind any property of the Company of whatever nature.

(r) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares or other securities of the Company.

(s) To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its Directors or employees, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company, or any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the

Company or the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance including insurance for any Director, officer or Auditor against any liability as is referred to in Section 310(1) of the Act; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants; and to set up, establish, support and maintain profit sharing or share purchase schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or fellow subsidiary company and to lend money to any such employees or to trustees on their behalf to enable any such purchase schemes to be established or maintained.

(t) Subject to and in accordance with a due compliance with the provisions of Sections 155 to 158 (inclusive) of the Act (if and so far as such provisions shall be applicable), to give, whether directly or indirectly, any kind of financial assistance (as defined in Section 152(1)(a) of the Act) for any such purpose as is specified in Section 151(1) and/or Section 151(2) of the Act.

(u) To procure the Company to be registered or recognised in any part of the world.

(v) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.

(w) To do all such other things as may be deemed incidental or conducive to the attainment of the Company's object or of any of the powers given to it by the Act or by this Clause.

AND so that:-

(1) None of the provisions set forth in any sub-clause of this Clause shall be restrictively construed but the widest interpretation shall be given to each such provision, and none of such provisions shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other provision set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this Clause, or by reference to or inference from the name of the Company.

(2) The word "Company" in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.

(3) In this Clause the expression "the Act" means the Companies Act 1985, but so that any reference in this Clause to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

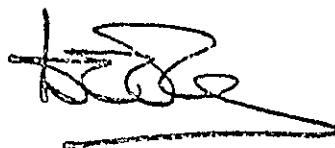
4. The liability of the Members is limited.

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

We, the subscribers to this 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 Subscribers	Number of shares taken by each Subscriber
------------------------------------	---

1. For and on behalf of Instant Companies Limited 2 Baches Street London N1 6UB	- One
--	-------



2. For and on behalf of Swift Incorporations Limited 2 Baches Street London N1 6UB	- One
---	-------



Total shares taken	- Two
--------------------	-------

Dated 01.07.93

Witness to the above Signatures:- Mark Anderson
2 Baches Street
London N1 6UB



THE COMPANIES ACTS 1985 to 1989

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

PRELIMINARY

1. (a) The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985 No. 805) as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (SI 1985 No. 1052) (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company.

(b) In these Articles the expression "the Act" means the Companies Act 1985, but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

ALLOTMENT OF SHARES

2. (a) Shares which are comprised in the authorised share capital with which the Company is incorporated shall be under the control of the Directors who may (subject to Section 80 of the Act and to paragraph (d) below) allot, grant options over or otherwise dispose of the same, to such persons, on such terms and in such manner as they think fit.

(b) All shares which are not comprised in the authorised share capital with which the Company is incorporated and which the Directors propose to issue shall first be offered to the Members in proportion as nearly as may be to the number of the existing shares held by them respectively unless the Company in General Meeting shall by Special Resolution otherwise direct. The offer shall be made by notice specifying the number of shares offered, and limiting a period (not being less than fourteen days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period, those shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the said period, accepted all the shares offered to them; such further offer shall be made in like terms in the same manner and limited by a like period as the original offer. Any shares not accepted pursuant to such offer or further offer as aforesaid or not capable of being offered as aforesaid except by way of fractions and any shares released from the provisions of this Article by any such Special Resolution as aforesaid shall be under the control of the Directors, who may allot, grant options over or otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit, provided that, in the case of shares not accepted as aforesaid, such shares shall not be disposed of on terms which are more favourable to the subscribers therefor than the terms on which they were offered to the Members. The foregoing provisions of this paragraph (b) shall have effect subject to Section 80 of the Act.

(c) In accordance with Section 91(1) of the Act Sections 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to the Company.

(d) The Directors are generally and unconditionally authorised for the purposes of Section 80 of the Act, to exercise any power of the Company to allot and grant rights to subscribe for or convert securities into shares of the Company up to the amount of the authorised share capital with which the Company is incorporated at any time or times during the period of five years from the date of incorporation and the Directors may, after that period, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company within that period. The authority hereby given may at any time (subject to the said Section 80) be renewed, revoked or varied by Ordinary Resolution of the Company in General Meeting.

SHARES

3. The lien conferred by Clause 8 in Table A shall attach also to fully paid-up shares, and the Company shall also have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the Company. Clause 8 in Table A shall be modified accordingly.

4. The liability of any Member in default in respect of a call shall be increased by the addition at the end of the first sentence of Clause 18 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

GENERAL MEETINGS AND RESOLUTIONS

5. (a) Every notice convening a General Meeting shall comply with the provisions of Section 372(3) of the Act as to giving information to Members in regard to their right to appoint proxies; and notices of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Directors and to the Auditors for the time being of the Company.

(b) No business shall be transacted at any General Meeting unless a quorum is present. Subject to paragraph (c) below two persons entitled to vote upon the business to be transacted, each being a Member or a proxy for a Member or a duly authorised representative of a corporation, shall be a quorum.

(c) If and for so long as the Company has only one Member, that Member present in person or by proxy or if that Member is a corporation by a duly authorised representative shall be a quorum.

(d) If a quorum is not present within half an hour from the time appointed for a General Meeting the General Meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine; and if at the adjourned General Meeting a quorum is not present within half an hour from the time appointed therefor such adjourned General Meeting shall be dissolved.

(e) Clauses 40 and 41 in Table A shall not apply to the Company.

6. (a) If and for so long as the Company has only one Member and that Member takes any decision which is required to be taken in General Meeting or by means of a written resolution, that decision shall be as valid and effectual as if agreed by the Company in General Meeting save that this paragraph shall not apply to resolutions passed pursuant to sections 303 and 391 of the Act.

(b) Any decision taken by a sole Member pursuant to paragraph (a) above shall be recorded in writing and delivered by that Member to the Company for entry in the Company's Minute Book.

APPOINTMENT OF DIRECTORS

7. (a) Clause 64 in Table A shall not apply to the Company.

(b) The maximum number and minimum number respectively of the Directors may be determined from time to time by Ordinary Resolution in General Meeting of the Company. Subject to and in default of any such determination there shall be no maximum number of Directors and the minimum number of Directors shall be one. Whenever the minimum number of Directors shall be one, a sole Director shall have authority to exercise all the powers and discretions by Table A and by these Articles expressed to be vested in the Directors generally, and Clause 89 in Table A shall be modified accordingly.

(c) The Directors shall not be required to retire by rotation and Clauses 73 to 80 (inclusive) in Table A shall not apply to the Company.

(d) No person shall be appointed a Director at any General Meeting unless either:-

(i) he is recommended by the Directors; or

(ii) not less than fourteen nor more than thirty-five clear days before the date appointed for the General Meeting, notice signed by a Member qualified to vote at the General Meeting has been given to the Company of the intention to propose that person for appointment, together with notice signed by that person of his willingness to be appointed.

(e) Subject to paragraph (d) above, the Company may by Ordinary Resolution in General Meeting appoint any person who is willing to act to be a Director, either to fill a vacancy or as an additional Director.

(f) The Directors may appoint a person who is willing to act to be 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 determined in accordance with paragraph (b) above as the maximum number of Directors and for the time being in force.

(g) In any case where as the result of the death of a sole Member of the Company the Company

has no Members and no Directors the personal representatives of such deceased member shall have the right by notice in writing to appoint a person to be a Director of the Company and such appointment shall be as effective as if made by the Company in General Meeting pursuant to paragraph (e) of this Article.

BORROWING POWERS

8. The Directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and subject (in the case of any security convertible into shares) to Section 80 of the Act to grant any mortgage, charge or standard security over its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

ALTERNATE DIRECTORS

9. (a) An alternate Director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, and the first sentence of Clause 66 in Table A shall be modified accordingly.

(b) A Director, or any such other person as is mentioned in Clause 66 in Table A, may act as an alternate Director to represent more than one Director, and an alternate Director shall be entitled at any meeting of the Directors or of any committee of the Directors to one vote for every Director whom he represents in addition to his own vote (if any) as a Director, but he shall count as only one for the purpose of determining whether a quorum is present.

GRATUITIES AND PENSIONS

10. (a) The Directors may exercise the powers of the Company conferred by Clause 3(ii)(a) of the Memorandum of Association of the Company and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.

(b) Clause 87 in Table A shall not apply to the Company.

PROCEEDINGS OF DIRECTORS

11. (a) A Director may vote, at any meeting of the Directors or of any committee of the Directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution as aforesaid his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting.

(b) Clauses 94 to 97 (inclusive) in Table A shall not apply to the Company.

THE SEAL

12. (a) If the Company has a seal it shall only be used with the authority of the Directors or of a committee of Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary or second Director. The obligation under Clause 6 of Table A relating to the sealing of share certificates shall apply only if the Company has a seal. Clause 101 of Table A shall not apply to the Company.

(b) The Company may exercise the powers conferred by Section 39 of the Act with regard to having an official seal for use abroad, and such powers shall be vested in the Directors.

INDEMNITY

13. (a) Every Director or other officer or Auditor of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, or in connection with any application under Section 144 or Section 727 of the Act in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 310 of the Act.

(b) The Directors shall have power to purchase and maintain for any Director, officer or Auditor of the Company insurance against any such liability as is referred to in Section 310(1) of the Act.

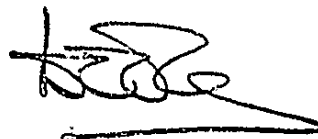
(c) Clause 118 in Table A shall not apply to the Company.

TRANSFER OF SHARES

14. The Directors may, in their absolute discretion and without assigning any reason therefor, decline to register the transfer of a share, whether or not it is a fully paid share, and the first sentence of Clause 24 in Table A shall not apply to the Company.

Names and addresses of Subscribers

1. For and on behalf of
Instant Companies Limited
2 Baches Street
London N1 6UB



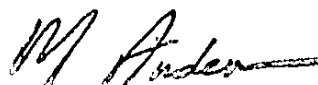
2. For and on behalf of
Swift Incorporations Limited
2 Baches Street
London N1 6UB



Dated 01.07.93

Witness to the above Signatures:-

Mark Anderson
2 Baches Street
London N1 6UB



FILE COPY



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

No. 2884256

I hereby certify that

DOUBLEANY ENTERPRISES 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 4 JANUARY 1994


P. BEVAN

an authorised officer

FILE COPY



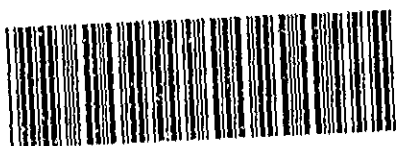
**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

Company No. 2884256

The Registrar of Companies for England and Wales hereby certifies that
DOUBLEANY ENTERPRISES LIMITED

having by special resolution changed its name, is now incorporated
under the name of
HAMMERSMITH (WP) LIMITED

Given at Companies House, Cardiff, the 25th August 1994



C02884256B



C O M P A N I E S H O U S E


M. LEWIS
For the Registrar of Companies

HC001

No. 2884256

THE COMPANIES ACTS 1985

COMPANY LIMITED BY SHARES

DOUBLEANY ENTERPRISES LIMITED



At an Extraordinary General Meeting of the Company held at
X 7TH FLOOR LECONFIELD X on X 16TH AUGUST X 1994 at X 2 X a.m./p.m. the following
X HOUSE, CURZEN ST, LONDON W1T 7JE Resolution was passed as a Special Resolution.

SPECIAL RESOLUTION

THAT the name of the Company be changed to "Hammersmith (WP) Limited".

X *[Signature]*
.....
CHAIRMAN

PRESENTED BY:- ASHURST MORRIS CRISP
Broadwalk House,
5 Appold Street,
London, EC2A 2HA.



G

COMPANIES FORM No. 224

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 black
lettering

To the Registrar of Companies
(Address overleaf)

Company number

2884256

Name of company

DOUBLEANY ENTERPRISES LIMITED

*insert full name
of company

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 1 0 1 5

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

[Signature]

Designation + DIRECTOR

Date

19/8/14

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

For official use
D.E.B.

Post room



814 *AX23W41A* 334
COMPANIES HOUSE 23/08/94

COMPANIES HOUSE

If you need to contact us regarding
this notice, please quote reference

THE DIRECTORS
DOUBLEANY ENTERPRISES LIMITED
7TH FLOOR
LECONFIELD HOUSE
CURZON STREET
LONDON W1Y 7FB

ARD 1/ 02884256

Date: 17 AUGUST 1994

COMPANIES ACT 1985
(as amended by Companies Act 1989)

8

This company has until 4/10/94 to specify an accounting
reference date. This may be done on the form 224 overleaf.

Should it not do so, the accounting reference date will
be 31/01 and the first accounts will cover the period
4/ 1/94 to 31/ 1/95

COMPANIES HOUSE
CARDIFF
CF4 3UZ

Tel: Cardiff (0222) 380094

756

dti

Companies House is an executive agency within the Department of Trade and Industry

HR102A

GRF
26.1

COMPANY NUMBER: 2884256

**THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES**

ARTICLES OF ASSOCIATION

- of -

HAMMERSMITH (WP) LIMITED

(Adopted by Special Resolution passed on 3rd November 1994)

PRELIMINARY

1. In these Articles:-

"the Act" means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force.

"Common Investment Fund" means the Common Investment Fund created by Allied Domecq Plc, Allied Domecq First Pension Trust Limited and Allied Domecq Second Pension Trust Limited to hold property and funds on behalf of the Main Pension Fund and the Executive Pension Fund and established by a deed dated 11th October 1989 (as subsequently amended) and of which Broad Street Securities Limited is the trustee and administrator.

"Default Period" has the meaning ascribed thereto in the Shareholders Agreement.

"Executive Pension Fund" means the Allied Domecq Executives Pension Fund governed by a General Interim Trust Deed of 1st June 1977, a Definitive Deed dated 30th January 1984 and a consolidated 16th Supplemental Definitive Deed of 11th May 1994.

"Main Pension Fund" means the Allied-Domecq Pension Fund governed by a Definitive Trust Deed of 23rd March 1972 and by a Consolidating 29th Supplemental Definitive Deed of 11th May 1994 and of which Allied Domecq First Pension Trust Limited is the trustee.

"Table A" means Table A in the Schedule to The Companies (Tables A to F) Regulation 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985.

"Shareholders Agreement" means the agreement made on the date of adoption of these Articles between Rotch Property Group Limited and Wyndham Investments Limited.

2. The Company is a private company. The regulations contained in Table A save insofar as they are excluded or varied hereby and the regulations hereinafter contained shall constitute the regulations of the Company. Clauses 2, 3, 24, 40, 50, 54, 64 to 69 (inclusive), 72 to 81 (inclusive), 89 to 91 (inclusive) and 118 of Table A shall not apply to the Company.

SHARES

3. (a) The Shares shall be under the control of the Directors and the Directors may allot any relevant securities (as defined by Section 80(2) of the Act) of the Company to a nominal amount of £998 (being the amount of the existing authorised but unissued share capital of the Company at the date of the adoption of these Articles) in accordance with the provisions of these Articles.

(b) The general authority conferred by Article 3 hereof shall extend to all relevant securities of the Company from time to time unissued during the currency of such authority. The said general authority shall expire on the fifth anniversary of the date of the adoption of these Articles unless varied or revoked or renewed by the Company in General Meeting.

(c) The Directors shall be entitled under the general authority conferred by Article 3 hereof to make at any time before the expiry of such authority and offer or agreement which will or may require securities to be allotted after the expiry of such authority.

(d) Subject always to the provisions of Article 5 below, Section 89(1) of the Act shall not apply to any allotment of shares in the Company.

4. (a) The share capital of the Company at the date of the adoption of these Articles is £1,000 divided into 500 "A" Ordinary Shares of £1 each and 500 "B" Ordinary Shares of £1 each.

(b) The shares of each of the said classes shall entitle the holders thereof to the respective rights and privileges and subject to the respective restrictions and provisions hereinafter appearing.

(c) The "A" Ordinary Shares and the "B" Ordinary Shares shall be separate classes of shares but save as expressly provided herein shall rank *pari passu* in all respects.

5. (a) Save as the holders of the "A" Ordinary Shares and the holders of the "B" Ordinary Shares shall otherwise agree in writing all new shares created upon any increase of capital and any issue of unissued shares shall consist of such number of "A" Ordinary

Shares and "B" Ordinary Shares as reflects the proportion as nearly as may be in which the "A" Ordinary Shares and the "B" Ordinary Shares were held prior to such issue.

(b) Upon any issue of shares the Directors shall first offer the "A" Ordinary Shares to be issued to the holders for the time being of the existing issued "A" Ordinary Shares and if such offer shall not be fully accepted within twenty-one days of the making thereof or on the receipt of an intimation from the Member concerned that he declines to accept such offer in full the Directors shall thereupon offer any remaining "A" Ordinary Shares to be issued to the holders for the time being of the existing "B" Ordinary Shares. If such last mentioned offer shall not be fully accepted within twenty-one days from the making thereof the Directors may allot or otherwise dispose of the remaining unissued "A" Ordinary Shares as they may in their discretion think fit subject always to compliance with paragraph (a) of this Article.

(c) The provisions of paragraph (b) of this Article shall also apply to any issue of "B" Ordinary Shares save that references to "A" Ordinary Shares shall be construed as references to "B" Ordinary Shares and references to "B" Ordinary Shares shall be construed as reference to "A" Ordinary Shares.

RESOLUTIONS

6. Any such resolution in writing as is referred to in Clause 53 of Table A may consist of several documents in the like form each signed by one or more of the Members (or their duly authorised representatives) in that Clause referred to.

TRANSFERS

7. The Directors shall register a transfer made either in accordance with the provisions of Articles 9, 10 and 11 below or pursuant to the written agreement of all the Members for the time being.

8. Subject to the provisions of Article 7 above the Directors may in their absolute discretion and without assigning any reason therefor decline to register any transfer of any share.

9. (a) For the purpose of this Article:-

(i) the word "company" includes any body corporate;

(ii) the expression "a member of the same Group" in relation to any company, means any other company which is for the time being a holding company of such company or a subsidiary of such company or a subsidiary of a holding company of such company. The expressions "holding company" and "subsidiary" have the meaning ascribed to them respectively by Section 736 of the Act but on the basis that Section 736(1)(a)(i) is deleted and the word "all" is substituted for the words "more than half" in Section 736(1)(a)(ii);

(iii) the expression "Transferor Company" means a company (other than a Transferee Company) which has transferred or proposes to transfer shares to a member of the same Group;

(iv) the expression "Transferee Company" means a company for the time being holding shares in consequence, directly or indirectly, of a transfer or series of transfers of shares between members of the same Group (the relevant Transferor Company in the case of a series of such transfers being the first transferor in such series);

(v) the expression "the Relevant Shares" means and includes (so far as the same remain for the time being held by any Transferee Company) the shares originally transferred to such Transferee Company and any additional shares issued to such Transferee Company by way of capitalisation or acquired by such Transferee Company in exercise of any right or option granted or arising by virtue of the holding of the Relevant Shares or any of them or the membership thereby conferred.

(b) Any shares may at any time be transferred:-

(i) by any member being a company to a member of the same Group as the Transferor Company; or

(ii) as permitted by the Shareholders' Agreement; or

(iii) to any person with the consent in writing of all other members of the Company; or

(iv) in the case of "B" Ordinary Shares, to Allied Domecq First Pension Trust Limited, Allied Domecq Second Pension Fund Limited, Broad Street Securities Limited or other trustees for the time being of the Common Investment Fund or any nominee of such trustees; or

(v) pursuant to the enforcement of any memorandum of deposit of shares in the capital of the Company entered into by Rotch Property Group Limited.

(c) If a Transferee Company ceases to be a member of the same Group of which the Transferor Company from which (whether directly or by a series of transfers under paragraph (b)(i) above) the Relevant Shares were derived was a member at the time the Relevant Shares were so derived, it shall be the duty of the Transferee Company forthwith to notify the Directors in writing that such event has occurred and (unless the Relevant Shares are thereupon transferred to a member of such Group and such transfer being deemed to be authorised under the foregoing provisions of this Article) the Transferee Company shall be deemed on the happening of such event to have given notice to the Company indicating its desire to dispose of the Shares pursuant to Articles 10 and 11.

10. (a) For the purposes of this Article and Article 11:-

(i) the expression a "Proposing Transferor" means a company, person or persons proposing to dispose of shares;

(ii) the expression a "Transfer Notice" means a written notice served by a Member on the Company indicating his desire to dispose of shares;

- (iii) the expression a "Permitted Transfer" means a transfer of shares expressly authorised by Article 9;
- (iv) the expression "the Prescribed Price" means the price per share specified in the Transfer Notice in the case of the "A" Ordinary Shares and the "B" Ordinary Shares;
- (v) the expression a "Purchaser" means a member who has indicated to the Company his willingness to purchase shares comprised in a Transfer Notice.

(b) Except in the case of a Permitted Transfer, no transfer sale or disposal of any other shares or any interest in such shares or any rights attaching thereto shall be made except that a transfer of all but not part of such shares (together with all interests therein and rights attaching thereto) held by a member may be made subject to the restrictions and provisions contained in this Article 10.

(c) Before transferring any shares the Proposing Transferor shall serve a Transfer Notice on the Company and the Transfer Notice shall constitute the Company his agent for the sale of such shares at the Prescribed Price to any Member or Members and shall not be revocable except with the consent of the Directors.

(d) Save as provided in Article 11(b), such shares shall within 14 days following receipt of the Transfer Notice be offered by the Company to each Member (other than the Proposing Transferor) for purchase at the Prescribed Price on terms that in the case of competition the shares so offered shall be sold to the Members accepting the offer in proportion (as nearly as may be and without increasing the number should to any member beyond the number applied for by him) to their respective existing holdings of shares. All such offers of such shares shall be made by notice in writing and every such offer shall be open for acceptance for 42 days after which the offer will be deemed to have been declined. It is hereby declared for the avoidance of doubt that any member to whom such shares are offered in accordance with this Article shall be at liberty to accept some of the shares so offered.

(e) If the Company shall within the periods limited for acceptance find a Purchaser or Purchasers willing to purchase all of the shares concerned, it shall give notice in writing thereof to the Proposing Transferor and he shall be bound upon payment of the Prescribed Price to transfer such shares to the respective Purchasers thereof. Every such notice shall state the name and address of each purchaser and the number of shares agreed to be purchased by him and the purchase shall be completed at a place appointed by the Directors and at the expiry of a further period of 42 days after the expiry of the said time limit prescribed under paragraph (d) above.

(f) If in any case a Proposing Transferor after having become bound to transfer any shares to a Purchaser shall make default in transferring the shares, the Directors shall authorise some person to execute on behalf of and as attorney for the Proposing Transferor any necessary transfers and shall receive the purchase money and will thereupon cause the name of the Purchaser to be entered in the Register as the holder of the shares and hold the purchase money in trust for the proposing Transferor. A receipt of the Company for the purchase money shall be a good discharge to the Purchaser who shall not be bound to see to the application thereof and after the name of the Purchaser has been entered in the

Register in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person.

(g) If the Company shall not within the periods limited for acceptance find Purchasers willing to purchase all of the shares concerned the Directors shall confirm their inability to the Proposing Transferor in writing within 7 days after the expiration of such period. If the Proposing Transferor so elects in writing at any time within 28 days after the Directors have so confirmed their inability to him in writing the Transfer Notice shall be deemed to be withdrawn in respect of all his shares and the Proposing Transferor shall at any time within three months after the Directors have so confirmed their inability to him in writing be at liberty to transfer all such shares (other than "C" Shares) to any person or persons not being a Member by way of bona fide sale at any price (hereinafter in this Article called the "Third Party Price") not being less than the Prescribed Price. The Directors before registering any such transfer may require evidence that such shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer without any deduction, rebate or allowance whatsoever or howsoever made to the Purchaser. A statutory declaration by an officer of the Proposing Transferor to that effect shall be deemed to be conclusive evidence for this purpose.

11. (a) Save in the case of Wyndham Investments Limited or a member of the same Group (as defined in Article 9) no share and no interest in or rights attaching to any share shall be held by any Member as a bare nominee for or sold or disposed of to any person unless a transfer of such share to such person would rank as a Permitted Transfer or a transfer in accordance with Article 10. If the foregoing provisions shall be infringed such Member shall be deemed to have given a Transfer Notice in respect thereof.

(b) Wherever in accordance with these Articles a Transfer Notice shall be deemed in relation to the "A" Ordinary Shares or the "B" Ordinary Shares to have been given the Prescribed Price for each such share deemed to be comprised in such Transfer Notice shall be calculated by dividing the Net Asset Value of the Company at the date of the deemed Transfer Notice (less £1,000) by the total number of "A" Ordinary Shares and "B" Ordinary Shares in issue (such sum being rounded down to the nearest penny) ("the Net Asset Price"). For the purposes of this Article Net Asset Value means:-

- (i) the aggregate market value of all the assets of the Company and its subsidiaries prepared on a consolidated basis as at the date of the deemed Transfer Notice in accordance with the requirements of all relevant statutes and with generally accepted accounting principles and practices except that both fixed assets and current assets shall be brought in at market value less
- (ii) the aggregate amount of the liabilities of the Company and its subsidiaries prepared on a consolidated basis which would be disclosed or referred to in the accounts thereof prepared at the date of the deemed Transfer Notice in accordance with the requirements of all relevant statutes and with generally accepted accounting principles and practices.

The Company shall within 14 days of its becoming aware of the circumstances pursuant to which a Transfer Notice is deemed to have been given, offer to each member (other than the Proposing Transferor) for purchase the shares deemed to be comprised in the Transfer Notice. The Company shall in the case of an offer of "A" Ordinary Shares or "B" Ordinary

Shares procure that the Auditors for the time being of the Company certify as soon as possible the Net Asset Value of the Company and the Net Asset Price of the shares and a copy of such certification shall be sent to each Member and the time limit before which the offer of such shares by the Company would otherwise be deemed to have been declined in accordance with Article 10(d) shall be deemed to have been extended to 42 days after the despatch of such certification to Members PROVIDED THAT any Member other than the Member deemed to have served the Transfer Notice may, by notice in writing served on the Company, within 42 days following the date on which such shares are offered by the Company or if later, the date on which the certification of Net Asset Value has been despatched, require the Company to procure the Auditors for the time being of the Company to certify in writing as soon as possible what in their opinion would be a fair price for such shares in the open market as between a willing vendor and a willing purchaser. In valuing the shares, no discount shall be made for the fact that such shares may constitute a minority holding or holding not giving control of the Company and in making any provision for deferred taxation account shall be taken of the expectations and intentions of the Company as regards its assets and the sale thereof, as at the time of such valuation. Upon such certification the Prescribed Price for such shares shall be deemed to be whichever is the lesser of the price so certified and the price ascertained by reference to the Net Asset Value and the time limit before which the offer of such shares by the Company would otherwise be deemed to have been declined in accordance with Article 10(d) and this Article shall be deemed to have been further extended to 42 days. In certifying pursuant to this Article, the said Auditors shall be acting as experts and not as arbitrators and the cost of such certification by the Auditors shall be borne by the Member deemed to have served the said Transfer Notice. A certification of the Auditors shall be final and binding on the parties.

(c) For the purpose of ensuring that a transfer of shares is a Permitted Transfer or that no circumstances have arisen whereby a Transfer Notice ought or is deemed to have been given hereunder the Directors may from time to time require any Member or any person named as transferee in any transfer lodged for registration to furnish to the Company such information and evidence as the Directors may reasonably think fit regarding any matter which they may deem relevant to such purpose. Failing such information or evidence being furnished to the reasonable satisfaction of the Directors within a reasonable time after request the Directors shall be entitled to refuse to register the transfer in question or (in case no transfer is in question) to require by notice in writing that a Transfer Notice be given in respect of the shares concerned. If such information or evidence discloses that a Transfer Notice ought or is deemed to have been given in respect of any shares the Directors may by notice in writing require or confirm that a Transfer Notice be or has been given in respect of the shares concerned.

(d) In any case where the Directors have duly required a Transfer Notice to be given in respect of any shares and such Transfer Notice is not duly given within a period of one month, or such longer period as the Directors may allow for the purpose, such Transfer Notice shall (except and to the extent that a Permitted Transfer of any of such shares shall have been lodged) be deemed to have been given on such date after the expiration of the said period as the Directors may by resolution determine.

PROCEEDINGS AT GENERAL MEETINGS

12. No business shall be transacted at any General Meeting unless a quorum is present. Two Members present (of whom, other than during a Default Period, one shall be or

represent a holder of "A" Ordinary Shares and one shall be or represent a holder of "B" Ordinary Shares) shall be a quorum for all purposes.

13. In Clause 41 of Table A the following words are to be added at the end "and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the meeting shall stand dissolved".

14. It shall not be necessary to give any notice of an adjourned meeting and Clause 45 of Table A shall be construed accordingly.

15. A poll may be demanded by any Member present in person or by proxy and Clause 46 of Table A shall be modified accordingly.

DIRECTORS

16. The number of Directors shall not be less than two.

17. (a) The holders of a majority of the "A" Ordinary Shares for the time being issued shall be entitled by notice in writing signed by them and left at or sent by registered post to the registered office for the time being of the Company to appoint two Directors and by like notice to remove any Director so appointed and at any time and from time to time by like notice to appoint any other person to be a Director in the place of the Director so removed or in the place of any Director vacating office in any way and originally so appointed by them. Any Director so appointed shall be an "A" Director. The holders of a majority of the "B" Ordinary Shares for the time being issued shall be entitled by notice in writing signed by them and left at the registered office for the time being of the Company to appoint two Directors and by like notice to remove any Director so appointed and at any time and from time to time by like notice to appoint any other person to be a Director in the place of the Director so removed or in the place of any Director vacating office in any way and originally so appointed by them. Any Director so appointed shall be a "B" Director. Any notice given pursuant to this paragraph of this Article shall take effect immediately upon delivery to the registered office of the Company.

(b) Every Director appointed pursuant to this Article shall hold office until he is either removed or dies or vacates office pursuant to Article 24 and (subject to the provisions of Section 303 of the Act) neither the Company in General Meeting nor the Directors shall have power to fill any such vacancy but the provisions of this Article may be relaxed or varied to any extent by agreement in writing between the holders of a majority of the "A" Ordinary Shares for the time being issued and the holders of a majority of the "B" Ordinary Shares for the time being issued.

(c) Any Director appointed pursuant to this Article shall be at liberty from time to time to make such disclosures to the shareholder (and where such shareholder is a corporation to its holding company or any of the subsidiary companies of such holding company) appointing him as to the business and affairs of the Company as he shall in his absolute discretion determine.

(d) Except in manner provided by this Article no person shall be appointed to fill any vacancy occurring in the office of Director and neither the Company in general meeting nor the Directors shall have power to fill any such vacancy.

18. A Director need not hold any shares of the Company to qualify him as a Director but he shall be entitled to receive notice of and attend at all General Meetings of the Company and at all separate General Meetings of the holders of any class of shares in the Capital of the Company.

19. The Directors may exercise all the powers of the Company to borrow or raise money and to mortgage or charge its undertaking, property and uncalled capital and to issue debentures, debenture stock and other securities as security for any debt, liability or obligation of the Company or of any third party.

20. A Director entitled to vote may vote as a Director in regard to any contract or arrangement in which he is interested, or upon any matter arising thereout, and if he does so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration and Clause 94 in Table A shall be modified accordingly.

21. The Directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any Director who has held any other salaried office or place of profit with the Company or on his death to his widow or dependants and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

22. The Office of Director shall be vacated if the Director:-

- (i) becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (ii) becomes prohibited from being a Director by reason of any order made under Sections 296 to 299 of the Act; or
- (iii) in the opinion of all his Co-Directors becomes incapable by reason of mental disorder of discharging his duties as Director; or
- (iv) resigns his office by notice in writing to the Company; or
- (v) is removed from office under Article 17.

23. (a) Any Director may by writing under his hand appoint any other person to be his alternate and every such alternate shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served on him) be entitled to receive notices of all meetings of the Directors and, in the absence from the Board of the Director appointing him, to attend and vote at meetings of the Directors and to exercise all the powers, rights, duties and authorities of the Director appointing him. A Director may at any time revoke the appointment of an alternate appointed by him, and subject to such approval as aforesaid appoint another person in his place, and if a Director shall die or cease to hold the office of Director the appointment of his alternate shall thereupon cease and determine. An alternate Director shall not be counted in reckoning the maximum number of Directors allowed by the Articles of Association for the time being. A Director acting as alternate shall have an additional vote at meetings of Directors for each Director for whom he acts as

alternate but he shall count as only one for the purpose of determining whether a quorum be present.

(b) Every person acting as a alternate Director shall be an officer of the Company, and shall alone be responsible to the Company for his own acts and defaults, and he shall not be deemed to be the agent of or for the Director appointing him.

24. The quorum necessary for the transaction of the business of the Directors shall be two, of whom, other than during a Default Period, one shall be an "A" Director and one a "B" Director. A meeting of Directors at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the Directors. If a quorum is not present within half an hour of the time fixed for the meeting (or adjourned meeting) the meeting shall stand adjourned until the same day in the next week at the same time and place.

25. Any such resolution in writing as is referred to in Clause 93 of Table A may consist of several documents in the like form each signed or approved by letter telex or cable by one or more of the Directors for the time being entitled to vote at a meeting of the Directors and Clause 93 of Table A shall be modified accordingly

27. The first Chairman of the Board shall be nominated by the holders of a majority of the "B" Ordinary Shares and such nominee shall remain as Chairman until the conclusion of the Annual General Meeting of the Company held in 1995. Thereafter the Chairman of the Company shall be nominated by the holders of a majority of the "A" and "B" Ordinary Shares in turn such nominee to be Chairman until the conclusion of the next Annual General Meeting PROVIDED THAT during a Default Period the Chairman of the Company shall be nominated by the holders of the majority of the "A" Ordinary Shares and "B" Ordinary Shares.

26. The Directors may delegate any of the powers to committees upon which both the "A" Directors and "B" Directors shall be represented. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed by the Directors. Any such delegation may be made subject to any conditions the Directors may impose, and either collaterally with or without exclusion of their own powers and may be revoked or altered.

27. The meeting and proceedings of any committee of the Directors formed pursuant to Article 27 above shall be governed by the provisions of these presents regulating the meetings proceedings of the Directors, so far as the same are applicable and are not superseded by any regulations made by the Directors pursuant to Article 27.

28. Any Directors or alternate Director or member of a committee of the Directors may participate in a meeting of the Directors or such committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in the meeting in this manner shall be deemed to constitute presence in person at such meeting.

29. The Directors may from time to time appoint one or more of their body to hold any executive office in the management of the business of the Company including the office of Chief Executive or Managing or Joint Managing or Deputy or Assistant Managing Director

as the Directors may decide for such fixed term or without limitation as to period and on such terms as they think fit and a Director appointed to any executive office shall (without prejudice to any claim for damages for breach of any Service Contract between him and the Company) if he ceases to hold the office of Director from any cause ipso facto and immediately cease to hold such executive office.

30. Questions arising at any meeting of Directors shall be determined by a majority of votes, whether such majority shall consist of a whole or a fraction of a vote. For this purpose fractions of a vote shall be taken into account. During a Default Period, in the case of an equality of votes the Chairman of the Board of Directors shall have a casting vote; otherwise he shall not. Clause 88 of Table A shall be modified accordingly. On each occasion of the Directors exercising their votes the "A" Directors shall have 2 votes and the "B" Directors shall have 2 votes such votes to be divided equally between such "A" Directors and "B" Directors respectively as are present and voting at the Board meeting.

31. The following proviso shall be added to sub-clause (b) of Clause 110 of Table A: "provided that the resulting shares distributed to the holders of the "A" Ordinary Shares shall be "A" Ordinary Shares and those distributed to the holders of the "B" Ordinary Shares to "B" Ordinary Shares and provided further that all new shares shall be issued in accordance with Article 5".

CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS

32. Any one of the Directors or the Secretary for the time being of any corporation which is a member of the Company, or any other person appointed by resolution of the Directors or other governing body of such corporation, may (subject to the Articles of Association of that corporation) act as its representative at any meeting of the Company or any class of Members of the Company and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the Company.

33. Any one of the Directors or the Secretary for the time being of the Company or any other person appointed by resolution of the Directors or other governing body of the Company may act as its representative at any meeting of any corporation of which the Company is a member or of any class of members of such corporation and the person so authorised shall be entitled to exercise the same powers on behalf of the Company as the Company could exercise if it were an individual member of that corporation.

INDEMNITY

34. Every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all costs, charges, losses, expenses and liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application 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. No Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the

duties of his office or in relation thereto. But this Article shall only have effect insofar as its provisions are not avoided by the Act.

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES

HAMMERSMITH (WP) LIMITED

At an Extraordinary General Meeting of Hammersmith (WP) Limited duly convened and held on 3rd November, 1994 the following Resolution was passed as a Special Resolution.

SPECIAL RESOLUTION

THAT:-

- (a) one of the ordinary shares of £1 each in the capital of the Company registered in the name of Wyn-Ro Properties Limited and 499 of the unissued ordinary shares of £1 each in the capital of the Company be redesignated as "A" Ordinary Shares of £1 each in the capital of the Company, and the other ordinary share of £1 in the capital of the Company registered in the name of Wyn-Ro Properties Limited and 499 of the unissued ordinary shares of £1 each in the capital of the Company be redesignated as "B" Ordinary Shares of £1 each in the capital of the Company, such "A" Ordinary Shares and "B" Ordinary Shares having the rights and being subject to the restrictions set out in the Articles of Association adopted by paragraph (b) below; and
- (b) new Articles of Association contained in the draft Articles of Association produced to the Meeting and initialled by the Chairman for the purposes of identification be adopted as the Articles of Association of the Company in substitution for and to the exclusion of all previous articles of association.

.....
CHAIRMAN

