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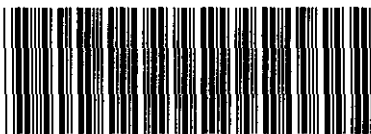
**CERTIFICATE OF INCORPORATION  
OF A PRIVATE LIMITED COMPANY**

Company No. 4210109

The Registrar of Companies for England and Wales hereby certifies that  
GATEPARK MANAGEMENT LIMITED

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

Given at Companies House, Cardiff, the 2nd May 2001



\*N042101094\*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*  
— for the record —

Please complete in typescript,  
or in bold black capitals

CHFP001

## Declaration on application for registration

Company Name in full

GRATEPARK MANAGEMENT LIMITED

I, MARK DAVID ANDERSON signing on behalf  
of SWIFT INCORPORATIONS LIMITED

† Please delete as appropriate

do solemnly and sincerely declare that I am a <sup>†</sup> ~~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 of the Companies Act 1985] and that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with.

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

Declarant's signature



Declared at 21 ST THOMAS STREET BRISTOL BS1 6JS

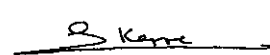
Day Month Year

on 01 05 210101

\* Please print name.

before me\* GEORGE KEPPE

Signed



Date 01-05-2001

<sup>†</sup> A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

Please give the name, address,  
telephone number and, if available,  
a DX number and Exchange of  
the person Companies House should  
contact if there is any query.

JORDANS LIMITED

TX3933

21 ST THOMAS STREET BRISTOL

BS1 6JS

Tel 0117 923 0600

DX number

DX exchange



A09  
COMPANIES HOUSE

0584  
02/05/01

When you have completed and signed the form please send it to the  
Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff  
for companies registered in England and Wales

or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB

for companies registered in Scotland

DX 235 Edinburgh

Form revised June 1998

Please complete in typescript,  
or in bold black capitals.

CHFP001

Notes on completion appear on final page

**First directors and secretary and intended situation of  
registered office**

**Company Name in full**

GATEPARK MANAGEMENT LIMITED

**Proposed Registered Office**

(PO Box numbers only, are not  
acceptable)

FLAT 1

101 KING CHARLES ROAD

Post town

SORBITON

County / Region

SURREY

Postcode

KT5 8PG.

If the memorandum is delivered by an  
agent  
for the subscriber(s) of the memorandum  
mark the box opposite and give the agent's  
name and address.

☒

Agent's Name

JORDANS LIMITED

Address

21 ST THOMAS STREET

Post town

BRISTOL

County / Region

Postcode

BS1 6JS

Number of continuation sheets  
attached

Please give the name, address,  
telephone number and, if available,  
a DX number and Exchange of  
the person Companies House should  
contact if there is any query.

JORDANS LIMITED

21 ST THOMAS STREET BRISTOL

BS1 6JS

Tel 0117 923 0600

DX number

DX exchange



A09  
COMPANIES HOUSE

0583  
02/05/01

Form revised July 1998

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Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff  
for companies registered in England and Wales

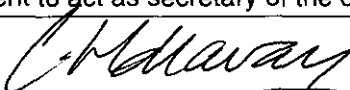
or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB

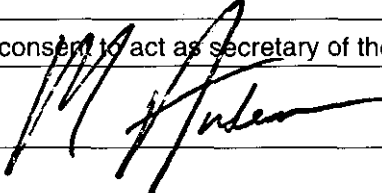
for companies registered in Scotland

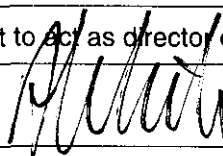
DX 235 Edinburgh

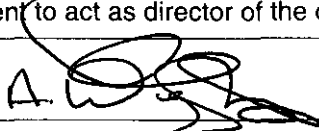
## Company Secretary (see notes 1-5)

<b>NAME</b> *Style / Title	MISS		*Honours etc	BA(HONS) CIMA		
	Forename(s)		CLAIRE			
	Surname		HOLLOWAY			
	Previous forename(s)					
	Previous surname(s)					
<b>Address</b>		FLAT 1 101 KING CHARLES ROAD				
<b>Usual residential address</b>		SURBITON				
For a corporation, give the registered or principal office address.		Post town				
County / Region		SURREY	Postcode	KTS 8PG		
Country		ENGLAND				
I consent to act as secretary of the company named on page 1						
<b>Consent signature</b>				<b>Date</b>	26/4/01	

## Joint Company Secretary

<b>NAME</b> *Style / Title			*Honours etc			
	Forename(s)					
	Surname		SWIFT INCORPORATIONS LIMITED			
	Previous forename(s)					
	Previous surname(s)					
<b>Address</b>		1 MITCHELL LANE				
<b>Usual residential address</b>						
For a corporation, give the registered or principal office address.		Post town		BRISTOL		
County / Region			Postcode	BS1 6BU		
Country		ENGLAND				
I consent to act as secretary of the company named on page 1						
<b>Consent signature</b>		 (Authorised Signatory)		<b>Date</b>	01-05-2001	

<b>NAME</b>	<b>*Style / Title</b>	MR	<b>*Honours etc</b>	BSc (HONS) MSc
<b>* Voluntary details</b>	<b>Forename(s)</b>	AARON MITCHELL		
	<b>Surname</b>	WHITE		
	<b>Previous forename(s)</b>			
	<b>Previous surname(s)</b>			
<b>Address</b>	FLAT 3 101 KING CHARLES ROAD			
<b>Usual residential address</b>				
For a corporation, give the registered or principal office address.	<b>Post town</b>	SURBITON		
	<b>County / Region</b>	SURREY	<b>Postcode</b>	KTS 8PG
	<b>Country</b>	ENGLAND		
	<b>Date of birth</b>	Day 19 Month 11 Year 73	<b>Nationality</b>	BRITISH
	<b>Business occupation</b>	TECHNICAL CONSULTANT		
	<b>Other directorships</b>	NONE		
	I consent to act as director of the company named on page 1			
<b>Consent signature</b>			<b>Date</b>	23/4/01

<b>NAME</b>	<b>*Style / Title</b>	MR	<b>*Honours etc</b>	
<b>* Voluntary details</b>	<b>Forename(s)</b>	ANDREW		
	<b>Surname</b>	NIGHTINGALE		
	<b>Previous forename(s)</b>			
	<b>Previous surname(s)</b>			
<b>Address</b>	FLAT 4 101 KING CHARLES RD			
<b>Usual residential address</b>				
For a corporation, give the registered or principal office address.	<b>Post town</b>	SURBITON		
	<b>County / Region</b>	SURREY.	<b>Postcode</b>	KTS 8PG
	<b>Country</b>	ENGLAND		
	<b>Date of birth</b>	Day 5 Month 8 Year 60	<b>Nationality</b>	BRITISH
	<b>Business occupation</b>	GRAPHIC DESIGNER		
	<b>Other directorships</b>	NONE		
	I consent to act as director of the company named on page 1			
<b>Consent signature</b>			<b>Date</b>	01-05-2001

**Directors** (see notes 1-5)  
Please list directors in alphabetical order

<b>NAME</b>	<b>*Style / Title</b>	MR	<b>*Honours etc</b>	BAC(Mons)
<b>* Voluntary details</b>	<b>Forename(s)</b>	TONY PAUL		
	<b>Surname</b>	MOSCHOP		
	<b>Previous forename(s)</b>			
	<b>Previous surname(s)</b>			
<b>Address</b>	FLAT 1, 101 KING CHARLES ROAD			
<b>Usual residential address</b>	SURBITON			
For a corporation, give the registered or principal office address.	<b>Post town</b>			
	<b>County / Region</b>	SURREY	<b>Postcode</b>	KTS 8PG
	<b>Country</b>	ENGLAND		
	<b>Date of birth</b>	Day 29	Month 05	Year 72
		<b>Nationality</b> BRITISH		
	<b>Business occupation</b>	BANKER		
	<b>Other directorships</b>			
	I consent to act as director of the company named on page 1			
	<b>Consent signature</b>	A. Moschop		<b>Date</b> 26/4/01

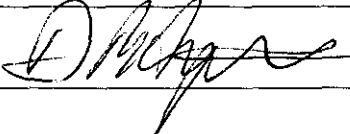
**Directors** (see notes 1-5)  
Please list directors in alphabetical order

<b>NAME</b>	<b>*Style / Title</b>		<b>*Honours etc</b>	
<b>* Voluntary details</b>	<b>Forename(s)</b>			
	<b>Surname</b>			
	<b>Previous forename(s)</b>			
	<b>Previous surname(s)</b>			
<b>Address</b>				
<b>Usual residential address</b>				
For a corporation, give the registered or principal office address.	<b>Post town</b>			
	<b>County / Region</b>		<b>Postcode</b>	
	<b>Country</b>			
	<b>Date of birth</b>	Day	Month	Year
		<b>Nationality</b>		
	<b>Business occupation</b>			
	<b>Other directorships</b>			
	I consent to act as director of the company named on page 1			
	<b>Consent signature</b>			<b>Date</b>

**Directors** (see notes 1-5)  
Please list directors in alphabetical order

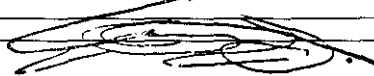
<b>NAME</b>	<b>*Style / Title</b>	MR		<b>*Honours etc</b>	
<b>* Voluntary details</b>	<b>Forename(s)</b>	DARREN PHILIP			
	<b>Surname</b>	AYRES			
	<b>Previous forename(s)</b>				
	<b>Previous surname(s)</b>				
	<b>Address</b>	FLAT 2 101 KING CHARLES ROAD			
<b>Usual residential address</b>		SURREY			
For a corporation, give the registered or principal office address.	<b>Post town</b>				
	<b>County / Region</b>	SURREY	<b>Postcode</b>	KT5 8PG	
	<b>Country</b>	ENGLAND			
	<b>Date of birth</b>	Day	Month	Year	<b>Nationality</b>
		24	09	70	BRITISH
	<b>Business occupation</b>	PARTNER IN ESTATE AGENCY			
	<b>Other directorships</b>				

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

<b>Consent signature</b>		<b>Date</b>	20/3/01
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This section is signed by an agent on behalf of all subscribers

**Signed**



**Date**

01-05-2001

## Notes

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

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

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

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

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

Address:

Give the usual residential address.

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

Subscribers:

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

2. Directors known by another description:

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

3. Directors details:

- Show for each individual director the director's date of birth, business occupation and nationality.

**The date of birth must be given for every individual director.**

4. Other directorships:

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

- dormant,

- a parent company which wholly owned the company making the return,

- a wholly owned subsidiary of the company making the return, or

- another wholly owned subsidiary of the same parent company.

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

5. Use Form 10 continuation sheets or photocopies of page 2 to provide details of joint secretaries or additional directors and include the company's number.



THE COMPANIES ACTS 1985 to 1989



COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

014936

MEMORANDUM OF ASSOCIATION OF



GATEPARK MANAGEMENT LIMITED

1. The Company's name is "GATEPARK MANAGEMENT LIMITED".
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:-

(a) (i) To manage and administer the freehold or leasehold property or properties known as 101 King Charles Road, Surbiton, Surrey (hereinafter called "the Estate") and any other land, buildings and real property, either on its own account or as trustee, nominee or agent of any other company or person.

(ii) To acquire and deal with and take options over any property, real or personal, including the Estate, and any rights or privileges of any kind over or in respect of any property, and to improve, develop, sell, lease, accept, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company therein or thereto.

(iii) To collect all rents, charges and other income and to pay any rates, taxes, charges, duties, levies, assessments or other outgoings of whatsoever nature charged, assessed, or imposed on or in respect of the Estate or any part thereof.

(iv) To provide services of every description in relation to the Estate and to maintain, repair, renew, redecorate, repaint, clean, construct, alter and add to the Estate and to arrange for the supply to it of services and amenities and the maintenance of the same and the cultivation, maintenance, landscaping and planting of any land, gardens and grounds comprised in the Estate and to enter into contracts with builders, tenants, contractors and others and to employ appropriate staff and managing or other agents whatsoever in relation thereto.

(v) To insure the Estate or any other property of the Company or in which it has an interest against damage or destruction and such other risks as may be considered necessary, appropriate or desirable and to insure the Company against public liability and any other risks which it may consider prudent or desirable to insure against.

(vi) To establish and maintain capital reserves, management funds and any form of sinking fund in order to pay or contribute towards all fees, costs, and other expenses incurred in the implementation of the Company's objects and to require the Members of the Company to contribute towards such reserves or funds at such times, in such amounts and in such manner as the Company may think fit and to invest and deal in and with such moneys not immediately required in such manner as may from time to time be determined.

(b) To carry on any other trade or business whatever which can in the opinion of the Board of Directors be advantageously carried on in connection with or ancillary to any of the businesses of the Company.

(c) 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.

(d) 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.

(e) To lend and advance money or give credit on any terms and with or without security to any person, firm or 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.

(f) 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), 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.

(g) 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.

(h) 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.

(i) 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.

(j) 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 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.

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

(l) 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.

(m) To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.

AND so that:-

(1) None of the objects set forth in any sub-clause of this Clause shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects 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) None of the sub-clauses of this Clause and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause, and the Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this Clause as though each such sub-clause contained the objects of a separate Company.

(3) 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.

(4) 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. Every Member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while he is a member or within one year after he ceases to be a Member, for payment of the Company's debts and liabilities contracted before he ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

WE, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum.

---

Names and addresses of Subscribers

---

1. For and on behalf of  
Instant Companies Limited,  
1 Mitchell Lane,  
Bristol. BS1 6BU



2. For and on behalf of  
Swift Incorporations Limited  
1 Mitchell Lane,  
Bristol. BS1 6BU




---

Dated 1 May, 2001

Witness to the above Signatures:-

Glenys Copeland,  
1 Mitchell Lane,  
Bristol. BS1 6BU



THE COMPANIES ACTS 1985 to 1989

COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF

GATEPARK MANAGEMENT LIMITED

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) and as further amended by The Companies Act 1985 (Electronic Communications) Order 2000 (SI 2000 No. 3373) (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the Articles of Association of the Company.

(b) Clauses 2 to 35 (inclusive), 57, 59, 102 to 108 (inclusive), 110, 114, 116 and 117 in Table A shall not apply to the Company.

INTERPRETATION

2. (a) In these Articles:-

"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;

"the Estate"

shall have the meaning assigned to it in the Memorandum of Association but shall also include any other land, building or premises for the time being

also owned and/or managed or administered by the Company;

"dwelling"

means any residential unit comprised in the Estate;

"dwellingholder"

means the person or persons to whom a lease or tenancy of a dwelling has been granted or assigned or who holds the freehold of a dwelling and so that whenever two or more persons are for the time being dwellingholders of a dwelling they shall for all purposes of these Articles be deemed to constitute one dwellingholder.

(b) Clause 1 in Table A shall be read and construed as if the definition of "the holder" were omitted therefrom.

#### MEMBERS

3. The subscribers to the Memorandum of Association shall be Members of the Company. Save as aforesaid, no person shall be admitted as a Member of the Company other than a dwellingholder. The Company must accept as a Member every person who is or who shall have become entitled to be admitted as a Member and shall have complied with either of the signature provisions set out in Article 5.

4. Each subscriber to the Memorandum of Association shall, if not himself a dwellingholder, cease to be a Member as soon as dwellingholders for all the dwellings have become Members.

5. The provisions of Section 352 of the Act shall be observed by the Company and every Member of the Company other than the subscribers to the Memorandum of Association shall either sign a written consent to become a Member or sign the Register of Members on becoming a Member. If two or more persons are together a dwellingholder each shall so comply, they shall together constitute one Member and the person whose name first appears in the Register of Members shall exercise the voting powers vested in such Member.

6. A dwellingholder shall cease to be a Member on the registration as a Member of the successor to his dwelling and shall not resign as a Member while holding, whether alone or jointly with others, a legal estate in any dwelling.

7. If a Member shall die or be adjudged bankrupt his legal personal representative or representatives or the trustee in his bankruptcy shall be entitled to be registered as a Member provided that he or they shall for the time being be a dwellingholder.

## GENERAL MEETINGS AND RESOLUTIONS

8. (a) An Annual General Meeting and an Extraordinary General Meeting called for the passing of a Special Resolution or a Resolution appointing a Member as a Director shall be called by at least 21 clear days notice. All other Extraordinary General Meetings shall be called by at least 14 clear days notice but a General Meeting may be called by shorter notice if it is so agreed:-

(i) in the case of an Annual General Meeting, by all the Members entitled to attend and vote thereat; and

(ii) in the case of any other General Meeting, by a majority in number of the Members having a right to attend and vote, being a majority together holding (subject to the provisions of any elective resolution of the Company for the time being in force) not less than ninety-five per cent of the total voting rights at the Meeting of all the Members.

(b) The notice shall specify the time and place of the Meeting and, in the case of an Annual General Meeting, shall specify the Meeting as such.

(c) The notice shall be given to all the Members and to the auditors and to every person, being a legal personal representative or a trustee in bankruptcy of a Member where the Member, but for his death or bankruptcy, would be entitled to receive notice of the Meeting.

(d) Clause 38 in Table A shall not apply to the Company.

(e) Any Member of the Company entitled to attend and vote at a General Meeting shall be entitled to appoint another person (whether a Member or not) as his proxy to attend and vote instead of him and any proxy so appointed shall have the same right as the Member to speak at the Meeting.

9. (a) 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.

(b) Clause 41 in Table A shall not apply to the Company.

10. Clause 46 in Table A shall be read and construed as if paragraph (d) was omitted therefrom.

## VOTES OF MEMBERS

11. (a) Every Member present in person or by proxy or, being a corporation, present by a duly authorised representative at a General Meeting shall have one vote, whether voting is by show of hands or on a poll.

(b) Clauses 54 and 55 in Table A shall not apply to the Company.



(c) Unless resolved by Ordinary Resolution that clause 62 in Table A shall apply without modification, the appointment of a proxy and any authority under which the proxy is appointed or a copy of such authority certified notarially or in some other way approved by the Directors may be deposited or received at the place specified in clause 62 in Table A up to the commencement of the meeting or (in any case where a poll is taken otherwise than at the meeting) of the taking of the poll or may be handed to the chairman of the meeting prior to the commencement of the business of the meeting.

#### APPOINTMENT OF DIRECTORS

12. (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 two.

(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) Save for the persons who are deemed to have been appointed as the first Directors of the Company on incorporation pursuant to Section 13(5) of the Act, no person who is not a Member of the Company shall in any circumstances be eligible to hold office as a Director. Clause 44 in Table A shall not apply to the Company.

(e) Clause 83 in Table A shall be read and construed as if the words "of any class of shares or" were omitted therefrom.

(f) No Member 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 Member for appointment, together with notice signed by that Member of his willingness to be appointed.

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

(h) The Directors may appoint a Member 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.

## BORROWING POWERS

13. 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 to grant any mortgage, charge or standard security over its undertaking and property or any part thereof, and to issue debentures, whether outright or as security for any debt, liability or obligation of the Company or of any third party.

## ALTERNATE DIRECTORS

14. (a) No person who is not a Member of the Company shall be capable of being appointed an alternate Director. Clause 65 in Table A shall be modified accordingly.

(b) 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.

(c) A Director, or any other Member approved by resolution of the Directors and willing to act, 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.

## DISQUALIFICATION OF DIRECTORS

15. The office of a Director shall be vacated if he ceases to be a Member of the Company and Clause 81 in Table A shall be modified accordingly.

## GRATUITIES AND PENSIONS

16. (a) The Directors may exercise the powers of the Company conferred by Clause 3(j) 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

17. (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.

#### MINUTES

18. Clause 100 in Table A shall be read and construed as if the words "of the holders of any class of shares in the Company" were omitted therefrom.

#### THE SEAL

19. 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. Clause 101 in Table A shall not apply to the Company.

#### NOTICES

20. Clause 112 in Table A shall be read and construed as if the second sentence was omitted therefrom.

21. Clause 113 in Table A shall be read and construed as if the words "or of the holders of any class of shares in the Company" were omitted therefrom.

#### INDEMNITY

22. (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 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.

#### RULES OR BYELAWS

23. The Directors may from time to time make such Rules or Byelaws as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and for the purposes of prescribing the classes of and conditions of membership, and in particular but without prejudice to the generality of the foregoing, they shall by such Rules or Byelaws regulate:-

(i) the admission and classification of Members of the Company, and the rights and privileges of such Members, and the conditions of membership and the terms on which Members may resign or have their membership terminated and the entrance fees, subscriptions and other fees, charges, contributions or payments to be made by Members;

(ii) the conduct of Members of the Company in relation to one another, and to the Company and to the Company's servants or agents;

(iii) the setting aside of the whole or any part or parts of the Estate at any particular time or times or for a particular purpose or purposes;

(iv) the procedure at General Meetings and Meetings of the Directors and committees of the Directors of the Company in so far as such procedure is not regulated by these Articles;

(v) and, generally, all such matters as are commonly the subject matter of company Rules or rules or regulations appropriate to property of a similar nature and type as the Estate.

The Company in General Meeting shall have power to alter or repeal the Rules or Byelaws and to make additions thereto and the Directors shall adopt such means as they deem sufficient to bring to the notice of Members of the Company all such Rules or Byelaws, which so long as they shall be in force, shall be binding on all Members of the Company. Provided, nevertheless, that no Rule or Byelaw shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or Articles of Association of the Company.

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Names and addresses of Subscribers

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1. For and on behalf of  
Instant Companies Limited,  
1 Mitchell Lane,  
Bristol. BS1 6BU



2. For and on behalf of  
Swift Incorporations Limited  
1 Mitchell Lane,  
Bristol. BS1 6BU



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Dated 1 May, 2001

Witness to the above Signatures:-

Glenys Copeland,  
1 Mitchell Lane,  
Bristol. BS1 6BU

