

File Copy



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 06654734

The Registrar of Companies for England and Wales hereby certifies that
WYKEHAM HOTEL 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 on 23rd July 2008



N06654734M



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

The above information was communicated in non-legible form and authenticated by the
Registrar of Companies under section 710A of the Companies Act 1985



Companies House

— for the record —

Electronic statement of compliance
with requirements on application
for registration of a company
pursuant to section 12(3A) of the
Companies Act 1985

Company number

6654734

Company name

WYKEHAM HOTEL MANAGEMENT LIMITED

I,

SLC CORPORATE SERVICES LIMITED

of

**Thames House Portsmouth Road
Esher
Surrey
KT10 9AD**

a

person named as a director of the company in the
statement delivered to the registrar of companies
under section 10(2) of the Companies Act 1985

make the following statement of compliance in pursuance of section
12(3A) of the Companies Act 1985

Statement:

I hereby state 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.

Confirmation of electronic delivery of information

This statement of compliance was delivered to the registrar of companies
electronically and authenticated in accordance with the registrar's
direction under section 707B of the Companies Act 1985.

WARNING: The making of a false statement could result in liability to
criminal prosecution



Companies House
— for the record —

10(ef)

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

Received for filing in Electronic Format on the: **23/07/2008**



Company Name
in full: **WYKEHAM HOTEL MANAGEMENT LIMITED**

*Proposed Registered
Office:* **THAMES HOUSE PORTSMOUTH ROAD
ESHER
SURREY
UNITED KINGDOM
KT10 9AD**

memorandum delivered by an agent for the subscriber(s): **No**

Company Secretary

Name **SLC CORPORATE SERVICES LIMITED**

Address: **Thames House Portsmouth Road
Esher
Surrey
KT10 9AD**

Consented to Act: **Y** *Date authorised* **23/07/2008** *Authenticated:* **YES**

Director 1:

Name **SLC CORPORATE SERVICES LIMITED**

Address: **Thames House Portsmouth Road
Esher
Surrey
KT10 9AD**

Consented to Act: **Y** *Date Authorised:* **23/07/2008** *Authenticated:* **YES**

Authorisation

Authoriser Designation: **subscriber** *Date Authorised:* **23/07/2008** *Authenticated:* **Yes**

The Companies Acts 1985 to 2006

Company limited by shares

Memorandum of Association

of

Wykeham Hotel Management Limited

1. The Company's name is Wykeham Hotel Management Limited.
2. The Company's registered office is situated in England and Wales.
3. The object of the Company is to carry on business as a general commercial company.
4. Without prejudice to the generality of clause 3 and the powers of the Company derived from section 3A of the Companies Act 1985 the Company has power to do all or any of the following things:
 - 4.1 to carry on within the United Kingdom and elsewhere all or any of the businesses of exporters, importers, manufacturers, agents, brokers, general merchants and dealers, both wholesale and retail in all articles of commercial, manufacturing, personal and household use and consumption, ornament, recreation and amusement, and generally in all raw materials, manufactured goods, materials, provisions and general produce, and also the business of storage contractors, wharfingers, carriers, shipping and forwarding agents, warehousemen and storekeepers;
 - 4.2 to carry on the businesses of a holding company and of an investment company and to do all lawful acts and things whatever, that are necessary or convenient in carrying on such businesses or either of them and the business of a management and servicing company and to act as managers or to direct the management of other companies or of the business, property and estates of corporations, private persons or companies. To undertake and carry out all such services in connection with such management business as may be deemed expedient and to exercise its powers as a controlling shareholder of other companies. To acquire by purchase, lease, concession, grant, licence or otherwise such lands, buildings, leases, underleases, rights, privileges, stocks, shares and debentures in public or private companies, policies of insurance and other such property, real or personal and rights and interests in property as the Company deems fit;
 - 4.3 to carry on any other business which in the opinion of the directors of the Company is or may be capable of being conveniently carried on in connection with any of the above businesses or may seem to the Company calculated, directly or indirectly, to enhance the value of or render more profitable any of the Company's property or rights;

- 4.4 to purchase or otherwise acquire, subscribe for or underwrite or guarantee the subscription of, hold and deal in, whether on the Company's own account or for any other company, any securities issued by any company or association or any supreme, municipal, local or other authority, whether in the United Kingdom or elsewhere;
- 4.5 to purchase, take on lease, hire or otherwise acquire and hold for any estate or interest any real and personal property of any kind, buildings, easements, rights, privileges, concessions, patent rights, licences, secret processes, machinery, plant and stock-in-trade which may be necessary for, or may be conveniently used with or may enhance the value of, any other property of the Company;
- 4.6 to build, construct, maintain, alter, enlarge, pull down, and remove, or replace, any buildings of any kind, and to clear sites for such purposes, or to join with any company in doing any such things, and to work, manage, and control them or join with others in so doing;
- 4.7 to purchase or otherwise acquire, take over, and undertake the whole or any part of the business and assets of any company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on. As part of the consideration for such acquisition to undertake all or any of the liabilities of such company, and 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 company, or for subsidising or otherwise assisting any such company and to give or accept, by way of consideration for any such acts or things or property acquired, any securities that may be agreed upon, and to hold and retain, or sell, mortgage, and deal with any securities so received;
- 4.8 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, licences, utility models, know-how, trade marks, trade names, service marks, designs, design rights, database rights, copyrights, domain names and other protections, concessions and rights and to use and turn to account and to manufacture under or grant licences or privileges in respect of any of them, and to spend money in experimenting upon and testing and in improving or seeking to improve any patents, inventions, or rights which the Company may acquire or propose to acquire;
- 4.9 to improve, manage, cultivate, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company;
- 4.10 to lend or advance money or otherwise give credit on such terms as may seem expedient and with or without security to any company, to enter into guarantees, contracts of indemnity and suretyship of all kinds, to receive money on deposit or loan upon any terms and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company;
- 4.11 to borrow or raise money in such manner as the Company thinks fit, and in particular by the issue of debentures or debenture stock, and to secure the

repayment of any money borrowed, raised or owing, by mortgage, charge, or lien upon the whole or any part of the Company's property or assets, whether present or future, including its uncalled capital, and also by similar mortgage, charge, or lien to secure the performance by the Company of any obligation or liability it may undertake;

- 4.12 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments;
- 4.13 to invest and deal with the monies of the Company not immediately required in any investment and to hold, sell or otherwise deal with investments or currencies or other financial assets in such manner as the directors from time to time decide;
- 4.14 to enter into any arrangements with any governments or authorities or any companies that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government, authority or company any charters, contracts, decrees, rights, privileges, and concessions, and to carry out, exercise, and comply with any such charters, contracts, decrees, rights, privileges, and concessions;
- 4.15 to act as agent or broker and as trustee for any company, and to undertake and perform subcontracts, and also to carry on any of the businesses of the Company through or by means of agents, brokers, subcontractors, or others;
- 4.16 to subscribe for, purchase, or otherwise acquire and hold securities of or other interests in any other company having objects altogether or in part similar to those of the Company or carrying on any business capable of being carried on so as directly or indirectly to benefit the Company;
- 4.17 to remunerate any company rendering services to the Company, either by cash payment or by the allotment to it of securities of the Company or otherwise as may be thought expedient;
- 4.18 to support and subscribe to any charitable or public object and 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 establish, support and maintain superannuation and other funds or schemes, whether contributory or non contributory and 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 or employees of, or who are serving or have served the Company, or any company which is a subsidiary, holding company or associate of the Company or the predecessors in business of the Company or of any such subsidiary, holding or associated company and for the wives, widows, children and other relatives and dependants of such persons. To make payments towards insurance and to set up, establish, support and maintain share incentive schemes or share purchase schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or associated company and to lend money to any such employees or to trustees on their behalf to enable any such schemes to be established or maintained;

- 4.19 to enter into partnership or into any arrangement for sharing profits or to amalgamate with any company carrying on or proposing to carry on any business which the Company is authorised to carry on or any business or transaction capable of being conducted so as directly or indirectly to benefit the Company;
 - 4.20 to promote any other company for the purpose of acquiring the whole or any part of the business or property and undertaking 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;
 - 4.21 to sell or otherwise dispose of the whole or any part of the business or property of the Company for such consideration as the Company thinks fit, and in particular for securities of any purchaser company;
 - 4.22 to distribute among the members of the Company in kind any property of the Company, and in particular any securities of other companies belonging to the Company or of which the Company has the power to dispose;
 - 4.23 to pay any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to enter into any contract for their payment. To pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any securities of the Company;
 - 4.24 to procure the Company to be registered or recognised in any part of the world; and
 - 4.25 to do all such other things as are deemed incidental or conducive to the attainment of the above objects or any of them.
5. For the purposes of this memorandum:
- 5.1 **associated companies** means any two or more companies if one has control of the other or others, or any person has control of both or all of them and **associate** will be construed accordingly. For this purpose, **control** is the power of a person, either acting alone or in concert with others, to secure either by means of the holding of shares or the possession of voting power in or in relation to the company concerned or by virtue of any power as conferred by the articles of association or other document regulating that company, that its affairs are conducted in accordance with the wishes of that person ;
 - 5.2 **company** (except where referring to the Company) is deemed to include any person or partnership or other body of persons, whether incorporated or not incorporated, and whether formed, incorporated, resident or domiciled in the United Kingdom or elsewhere;
 - 5.3 **other** and **otherwise** are not to be construed by reference to preceding words where a wider construction is possible;
 - 5.4 **subsidiary** and **holding company** have the same meaning as defined in section 736 of the Companies Act 1985;

- 5.5 **securities** includes any fully, partly or nil paid or no par value share, debenture or loan stock, deposit receipt, bill, note, warrant, coupon, right to subscribe or convert, or similar right or obligation; and
- 5.6 each of the objects specified in clause 0 is, except where otherwise expressed, in no way limited or restricted by reference to or inference from the terms of any of the other objects or the name of the Company or the nature of any business carried on by the Company or the order in which any such objects are stated, but may be carried out in as full and ample a manner and are construed in as wide a sense as if the provisions of each of such objects defined the objects of a separate, distinct and independent company.
6. The liability of the members is limited.
7. The Company's share capital is £1,000 (one thousand pounds) divided into 1,000 ordinary shares of £1.00 (one pound) each. The shares in the original or any increased capital may be divided into several classes and there may be attached to them respectively any preferential deferred or other special rights, privileges, conditions or restrictions as to dividend, capital, voting or otherwise.

We, the subscriber 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 name.

Names and addresses of subscribers, and number of shares taken

Name and Address:

SLC Corporate Services Limited

Thames House

Portsmouth Road

Esher

Surrey

KT10 9AD

Number of shares taken: 1

Dated this 23rd day of July 2008.

The Companies Acts 1985 to 2006

Company limited by shares

Articles of Association

of

Wykeham Hotel Management Limited

1. Preliminary

- 1.1 The regulations contained or incorporated in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985, The Companies Act 1985 (Electronic Communications) Order 2000, the Companies (Tables A to F) (Amendment) Regulations 2007 and the Companies (Tables A to F) (Amendment) (No. 2) Regulations 2007 (**Table A**) apply to the Company except in so far as they are excluded or varied by, or are inconsistent with these articles of association (**Articles**)
- 1.2 In these Articles **CA 1985** means the Companies Act 1985 and **CA 2006** means the Companies Act 2006, but so that any reference to any provision of CA 1985 or CA 2006 is deemed to include a reference to any statutory modification or re-enactment of any such provision for the time being in force. Any reference to the **Statutes** means CA 1985 and CA 2006 and any other statute or statutory instrument, rule, order or regulation from time to time in force concerning companies so far as they apply to the Company.
- 1.3 Any reference to a **Regulation** is construed as a reference to the Regulation of that number contained in Table A.

2. Private company

The Company is a private limited company within the meaning of the Statutes and accordingly no shares or debentures of the Company will be offered to the public.

3. Shares

- 3.1 Subject to Article 3.3 shares which are comprised in the authorised share capital with which the Company is incorporated are under the control of the directors who may for the purposes of section 80 CA 1985 allot, grant options over or otherwise dispose of them, to such persons, on such terms and in such manner as they think fit at any time or times during the period of five years from the date of incorporation. The directors may, after that period, allot any shares or grant any such rights under this authority pursuant to an offer or agreement made by the Company within that period. This authority may at any time, subject to section 80 CA 1985, be renewed, revoked or varied by ordinary resolution.
- 3.2 In accordance with section 91 CA 1985 sections 89(1) and 90(1) to (6) inclusive of CA 1985 do not apply to the Company.

- 3.3 All unissued shares which are not comprised in the authorised share capital with which the Company is incorporated must 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, by special resolution, otherwise directs. The offer must be made by notice specifying the number and class of shares and the price at which they are offered and limiting a period, being not less than 14 days within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period, those shares so declined or deemed to be declined will be offered in the same proportion to the persons who, within the specified period, accepted all the shares offered to them. Such further offer will be made in identical terms to the original offer. Any shares not accepted pursuant to such offer or further offer or which are not capable of being offered except by way of fractions and any shares released from the provisions of Article 3.3 by such special resolution will be under the control of the directors, who may allot, grant options over or otherwise dispose of them to such persons, on such terms, and in such manner as they think fit, except that such shares may not be disposed of on terms which are more favourable to the subscribers than the terms on which they were offered to the members. The provisions of Article 3.3 are subject to section 80 CA 1985.
- 3.4 The lien conferred by Regulation 8 attaches also to fully paid up shares. Regulation 8 is modified accordingly.
- 3.5 The liability of any member in default in respect of a call will be increased by the addition at the end of the first sentence of Regulation 18 of the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

4. Transfer of shares

- 4.1 The directors may, in their absolute discretion and without assigning any reason for their decision, decline to register any transfer which would otherwise be permitted under the succeeding provisions of Article 4 if it is a transfer of a share:
- 4.1.1 on which the Company has a lien;
 - 4.1.2 (not being a fully paid share) to a person of whom they do not approve; or
 - 4.1.3 (whether or not it is fully paid) made pursuant to Article 4.8.
- 4.2 Regulation 24 does not apply to the Company.
- 4.3 Any person (**Proposing Transferor**) proposing to transfer any shares must give notice in writing (**Transfer Notice**) to the Company that he wishes to transfer them and specify the price per share which in his opinion constitutes the fair value for them. The Transfer Notice will constitute the Company the agent of the Proposing Transferor for the sale of all (but not some only) of the shares comprised in the Transfer Notice to any member or members willing to purchase them (**Purchasing Members**) at the price specified in the Transfer Notice or at the fair value certified in accordance with Article 4.5 (whichever is the lower). A Transfer Notice will not be revocable except with the sanction of the directors.

- 4.4 The shares comprised in any Transfer Notice will be offered to the members (other than the Proposing Transferor) as nearly as may be in proportion to the number of shares held by them respectively. The offer will be made by notice in writing (**Offer Notice**) within seven days after the receipt by the Company of the Transfer Notice. The Offer Notice will state the price per share specified in the Transfer Notice and limit the time in which the offer may be accepted, being not less than 21 days nor more than 42 days after the date of the Offer Notice. If a certificate of fair value is requested under Article 4.5 the offer will remain open for acceptance for a period of 14 days after the date on which notice of the fair value, certified in accordance with that Article, is given by the Company to the members or, until the expiry of the period specified in the Offer Notice, whichever is the later. For this purpose an offer is deemed to be accepted on the day on which the acceptance is received by the Company. The Offer Notice will also invite each member to state in his reply the number of shares (if any) in excess of his proportion which he wishes to purchase. If all the members do not accept the offer for their respective proportions in full the shares not so accepted will be used to satisfy the claims for additional shares as nearly as may be in proportion to the number of shares already held by the relevant members respectively. No member is obliged to take more shares than he has applied for. If any shares are not capable, without involving fractions, of being offered to the members in proportion to their existing holdings, they will be offered to the members, or some of them, in such proportions or in such manner as may be determined by lots drawn in relation to them, and the lots will be drawn in such manner as the directors may think fit.
- 4.5 Any member may, not later than eight days after the date of the Offer Notice, serve on the Company a notice in writing requesting that the auditor for the time being of the Company, or (if the auditor is unable or unwilling to act or if there is no auditor) an independent valuer nominated by the President for the time being of the Institute of Chartered Accountants in England and Wales, certify in writing the sum which in his opinion represents the fair value of the shares comprised in the Transfer Notice as at the date of the Transfer Notice. Upon receipt of such notice the Company will instruct the auditor or independent valuer to certify the fair value of the shares and the costs of such valuation will be apportioned among the Proposing Transferor and the Purchasing Members or borne by any one or more of them as the auditor or independent valuer in his absolute discretion decides. In certifying the fair value the auditor or independent valuer will act as an expert and not as an arbitrator. Accordingly any provisions of law or statute relating to arbitration will not apply. The fair value of each share comprised in the Transfer Notice will be the sum as so certified divided by the number of shares comprised in the Transfer Notice. Upon receipt of the certificate of fair value the Company will, by notice in writing, inform all members of the fair value of each share and of the price per share (being the lower of the price specified in the Transfer Notice and the fair value of each share) at which the shares comprised in the Transfer Notice are offered for sale.
- 4.6 If Purchasing Members are found for all the shares comprised in the Transfer Notice within the appropriate period specified in Article 4.4, the Company will, not later than seven days after the expiry of such period, give notice in writing (**Sale Notice**) to the Proposing Transferor specifying the Purchasing Members and the Proposing Transferor will be bound upon payment of the price due in respect of

all the shares comprised in the Transfer Notice to transfer the shares to the Purchasing Members.

- 4.7 If the Proposing Transferor defaults in transferring any shares as provided in Article 4.6 the Company may receive the price on his behalf and authorise some person to execute a transfer of such shares in favour of the Purchasing Members. The receipt of the Company for the price will be a good discharge to the Purchasing Members. The Company will pay the money in respect of the price into a separate bank account.
- 4.8 If the Company does not give a Sale Notice to the Proposing Transferor within the time specified in Article 4.6, the Proposing Transferor will, during the period of 30 days following the expiry of the time so specified, be at liberty, subject to Article 4.1, to transfer all or any of the shares comprised in the Transfer Notice to any person or persons.

5. Transmission of shares

- 5.1 The personal representatives of any deceased member are bound, if and when called upon by the directors to do so not earlier than six months after the date of his death, to give a Transfer Notice in respect of all the shares registered in the name of the deceased member as sole holder or as sole surviving joint holder at the date of his death, or such of those shares as still remain so registered. If, within a period of 21 days after being called upon the personal representatives fail to give a Transfer notice, they will be deemed to have given a Transfer Notice at the end of that period and the provisions of article 4 will have effect accordingly.
- 5.2 If any member is adjudged bankrupt, his trustee in bankruptcy is bound immediately to give a Transfer notice in respect of all the shares registered in the name of the bankrupt member as sole holder or as sole surviving joint holder at the date of his bankruptcy. If no such Transfer notice is given within 21 days of the bankruptcy the trustee in bankruptcy will be deemed to have given it at the end of that period, and the provisions of Article 4 will have effect accordingly. The transfer notice given or deemed to be given will be deemed not to contain a specified price for the shares and the price will be the fair value for such shares determined by the auditor or independent valuer in accordance with Article 4.5.
- 5.3 Regulations 29 to 31 apply subject to the provisions of Articles 5.1 and 5.2.

6. Redemption of shares

- 6.1 Subject to the provisions of the Statutes shares may be issued which are to be redeemed or liable to be redeemed at the option of the Company or the holder if the terms on which and the manner in which they are or may be redeemed is specified by special resolution passed before their issue.
- 6.2 Regulation 3 does not apply to the Company.

7. General meetings and resolutions

- 7.1 Every notice convening a general meeting must comply with the provisions of section 325(1), CA 2006 as to giving information to members with regard to their

right to appoint proxies. Notices of and other communications relating to any general meeting which any member is entitled to receive must also be sent to the directors and to the auditor (if any) for the time being of the Company.

- 7.2 Regulation 41 will be read and construed as if the following words were 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 members present will be a quorum".

8. Appointment of directors

- 8.1 The number of the directors may be determined by ordinary resolution of the Company but unless so fixed there is no maximum number of directors and the minimum number of directors is one. The quorum necessary for the transaction of the business of directors is two, except in the case of a sole director, in which case the quorum will be one. Regulation 89 of Table shall be read and construed as though the first sentence thereof were omitted. Regulation 64 does not apply to the Company.
- 8.2 Any appointment or removal of an alternate director must be effected by notice in writing signed by the director making or revoking such appointment sent to or left at the registered office of the Company, or in any other manner approved by the directors. Regulation 68 does not apply to the Company.
- 8.3 If the Company has no members and no directors as the result of their death or deaths, the personal representative of the last member or director to die has the right by notice in writing to appoint a director of the Company and this appointment will have the same effect as if made in a general meeting. Where due to circumstances resulting in the death of two or more members or directors it is uncertain which of them survived the longest it will be assumed that death occurred in the order of seniority, thus the younger will be assumed to have outlived the elder.

9. Powers of directors

- 9.1 In addition to and without prejudice to the generality of the powers conferred by Regulation 70 the directors may mortgage or charge all the undertaking and property of the Company including the uncalled capital or any part of it, 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.
- 9.2 The directors may exercise the powers of the Company conferred by its memorandum of association and may retain any benefits received by them or any of them by reason of the exercise of any such powers.
- 9.3 A director who, pursuant to Regulation 85, has declared at a meeting of the directors the nature and extent of his interest in a contract, proposed contract, transaction or arrangement with the Company, may vote in respect of that contract, proposed contract transaction or arrangement, or upon any matter arising from it and, if he does so, his vote will be counted. He may be taken into account in ascertaining whether or not a quorum is present at the meeting of the directors at which the vote is taken. Regulations 94 and 95 do not apply.

- 9.4 All or any of the directors or members of any committee of the directors may participate in a meeting of the directors or that committee by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other. A person so participating will be deemed to be present in person and will be entitled to vote or be counted in a quorum. Accordingly, a meeting of the directors or committee of the directors may be held where each of those present or deemed to be present is in communication with the others only by telephone or other such communication equipment. A meeting where those present or deemed to be present are in different locations will be deemed to be take place where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the meeting then is.

10. Single member company

If at any time, and for as long as, the Company has a single member all provisions of these Articles will, in the absence of any expressed provision to the contrary, apply with such modification as may be necessary in relation to a company with a single member.

11. The seal

- 11.1 The seal, if any, may only be used with the authority of the directors or of a committee of the directors. The directors may determine who is authorised to sign any instrument to which the seal is affixed and unless otherwise so determined it must be signed by two directors or by a director and the secretary. The obligation under Regulation 6 relating to the sealing of share certificates applies only if the Company has a seal.

- 11.2 Regulation 101 does not apply to the Company.

12. Indemnity

- 12.1 Subject to the provisions of the Statutes, every director or other officer or auditor of the Company will be indemnified out of the assets of the Company against all losses or liabilities which he sustains or incurs in the execution of the duties of his office or otherwise in relation to them, 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. These provisions have effect only to the extent that they are not avoided by sections 309A or 310 of CA 1985.
- 12.2 The directors may purchase and maintain an insurance policy for any director, officer or auditor of the Company effecting cover against any such liability as is referred to in sections 309A and 310 CA 1985.
- 12.3 Regulation 118 does not apply to the Company.

Names and addresses of subscribers

Name and Address:

SLC Corporate Services Limited

Thames House

Portsmouth Road

Esher

Surrey

KT10 9AD

Dated this 23rd day of July 2008