



FILE COPY

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

Company No. 6720040

The Registrar of Companies for England and Wales hereby certifies that

BURLINGTON HOUSE LAW (1) 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 **9th October 2008**



N067200406



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

The Companies Acts 1985 to 2006

Private company limited by shares

Memorandum of association of Burlington House Law (1) Limited

WEDNESDAY



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A11

08/10/2008

31

COMPANIES HOUSE

- 1 The Company's name is **Burlington House Law (1) Limited**
- 2 The Company's registered office is to be situated in England and Wales
- 3 The Company's object is to carry on business as a general commercial company Without prejudice to the generality of the objects and powers of the Company derived from section 3A of the Companies Act 1985, the Company also has the following objects
 - 3 1 to act as merchants generally and to carry on any other trade or business which can in the opinion of the members or directors of the Company be conveniently or advantageously or profitably carried on in connection with or ancillary to any of the businesses of the Company or calculated directly or indirectly to enhance the value or render more profitable any of the Company's assets,
 - 3 2 to assume the obligations or any of them arising from the formation of the Company and in particular but without limit to pay all costs, charges and expenses incurred or sustained in or about the promotion or establishment of the Company or which the directors may consider to be in the nature of preliminary expenses,
 - 3 3 to undertake or acquire all or any part of the business, assets and liabilities of or any share in any company, partnership or person carrying on or proposing to carry on all or any of the objects for the time being of the Company, or to amalgamate, enter into partnership, share profits, co-operate, or engage in mutual assistance with any such company, partnership or person or for subsidising or otherwise assisting any such company, partnership or person, and to give or accept by way of consideration for any of those acts or things or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage, charge and deal with any shares, debentures, debenture stock or securities however received, and to conduct and carry on, liquidate or wind up any such business,
 - 3 4 to apply for, subscribe, take, purchase or otherwise acquire, hold and deal with shares, debentures, options or other interests in or securities of any other company so as to benefit directly or indirectly the Company or enhance the value of its property, and to co-ordinate, finance, manage, supervise or control the business and operations of any company in which the Company may hold such interest,
 - 3 5 to acquire and take options over and deal with any property whatsoever, including but without limit any shares in the capital of the Company, and any rights or privileges of any kind over or in respect of any property, and without limit to purchase, take on

lease, exchange, hire, or otherwise acquire any estate or interest in any real or personal property, and to deal with the same or any part of it;

- 3 6 to promote any other business for the purpose of acquiring the whole or any part of the business, property, undertaking or liabilities of the Company or of any business, property, undertaking or liabilities 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 subscribe for, purchase or otherwise acquire or place or guarantee the placing of or underwrite all or any part of the shares, debentures or securities of any such company;
- 3 7 to sell, let, exchange, dispose of, turn to account, grant licences, options, rights or privileges in respect of, mortgage, charge or otherwise deal with all or any part of the business or property of whatever nature of the Company, and to deal in any manner with them or any part of them either together or in portions for such consideration whether shares, debentures, options, cash or real or personal property of any other nature without limit as the members or the directors of the Company may think fit,
- 3 8 to erect, build, manufacture, improve, manage, construct, repair, maintain, alter or develop any real or personal property,
- 3 9 to invest and deal with any moneys in any manner, and to hold, alter, dispose of or otherwise without limit deal with any investments so made,
- 3 10 to receive money on deposit or loan, and to borrow or raise money or credit as may seem expedient without limit and whether with or without any security or guarantee for it, and to issue any debentures or debenture stock whether perpetual, irredeemable or otherwise,
- 3 11 to issue or grant any mortgage, charge, standard security, lien or other security upon all or any part of the property or assets whether present or future and including but without limit the uncalled capital of the Company, and also by any such means to secure and guarantee the performance by the Company, any holding, subsidiary or associated company of the Company, or any other person, firm or company of any obligation undertaken by the Company or any of them as the case may be, and to stand security or guarantor for or otherwise support any obligation of any other person, firm or company whether by personal covenant, mortgage, charge, standard security or lien upon the whole or any part of the undertaking, property and assets of the Company whether present or future including but without limit its uncalled capital,
- 3 12 to advance or lend money or give any credit to any person, firm or company as the directors or members may think fit, and to give financial assistance for the acquisition or redemption of any shares, debentures, option rights or other security of the Company or the Company's holding company;
- 3 13 to draw, issue, accept, endorse, discount, negotiate, make or deal with as may seem expedient cheques, bills of exchange or lading, promissory notes, warrants, coupons, debentures, and other negotiable or transferable notes or instruments,

3 14 to seek any permission, order, privilege, charter, concession, decree, right, or licence from any government department, national, local or other statutory authority or official body in any part of the world where the Company does or may do business or other official sanctions for enabling the Company to pursue any of its objects for the time being or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and comply with the same, and to oppose or defend any proceedings or application which may seem directly or indirectly to advance or prejudice the Company's interests as the case may be,

3 15 to seek in any part of the world and deal with, grant or obtain licences in respect of, manufacture under, operate, test, improve, or experiment on any invention, discovery, copyright, database right, patent, brevet d'invention, licence, secret process, trade mark, service mark, design, registration, protection and concession as may seem expedient or beneficial, and to register, re-register, disclaim, alter, modify, use, and turn to account the same or any of them,

3 16 to act as principal nominee agent ~~(subject to the provisions of the Companies Act 1985)~~ expressly stated, or by the name, place or date of incorporation of

the Company,

main object of the
object or power,

objects and powers
and the objects of a

reference to the
orated or not and
and

statute is to such
ended, extended or

(b) each sub-clause, object and power in this clause will be a r
Company and not ancillary or subsidiary to any other sub-clause, c

(c) the Company will have as full a power to exercise all or any of the
in each sub-clause in this clause as if each sub-clause contained
separate company;

(d) reference to any company in this clause (except where used in
Company) will be deemed to include any body whether incorp
wherever in any part of the world set up, established or registered,

(e) any reference in this clause to any statute or any provision of a
statute or provision as for the time being and from time to time ame
re-enacted

4 The liability of the members is limited

5 The Company's share capital is £1,000 divided into 1,000 ordinary shares o

£1 each

- 3 22 to procure the Company to be registered in any country or place in any part of the world;
- 3 23 to cease carrying on or wind up any business or activity of the Company and to cancel any registration of, and to wind up or procure the dissolution of, the Company in any state or territory;
- 3.24 to compensate for loss of office any directors or other officers of the Company and to make payments to any persons whose office, employment or duties may be terminated by virtue of any transaction in which the Company is engaged;
- 3 25 to insure with any other company against losses, damages, risks and liabilities of all kinds which may affect the Company;
- 3 26 to purchase and maintain insurance for the benefit of any persons who are or have been directors or other officers of the Company or any company which is or has been a subsidiary, holding company or fellow subsidiary of the Company or otherwise associated with the Company in business against any liability which may attach to him or loss or expenditure which he may incur in relation to anything done or omitted to be done or alleged to have been done or omitted to be done as a director or other officer, and to such extent as may be permitted by law to indemnify or to exempt any such person against any such liability;
- 3 27 to act as directors or managers of, or to appoint directors or managers of, any subsidiary company or of any other company in which the Company is or may be interested,
- 3 28 to distribute among the members of the Company in specie or otherwise any property of the Company of whatever nature, including but without limit the shares, debentures or other securities of any other company taking over the whole or any part of the undertaking, assets or liabilities of the Company, and to purchase or assist the purchase of or redeem the shares for the time being (including any redeemable shares) or reduce the capital of the Company in any manner permitted under Part V of the Companies Act 1985 and/or Part 17 of the Companies Act 2006,
- 3 29 to carry on any of the objects for the time being of the Company in any part of the world as principal or by or through agents, trustees, brokers, sub-contractors or otherwise and either alone or with any other person, firm or company;
- 3 30 to do all things specified for the time being in the articles of association of the Company,
- 3 31 generally, to do all such other things as may appear to the Company to be incidental or conducive to the attainment of the Company's objects or any of them,

and so that.

- (a) the objects in each preceding sub-clause will not be in any way limited or restricted by reference to or inference from the terms of any other sub-clause except as may be expressly stated, or by the name, place or date of incorporation of the Company,
 - (b) each sub-clause, object and power in this clause will be a main object of the Company and not ancillary or subsidiary to any other sub-clause, object or power,
 - (c) the Company will have as full a power to exercise all or any of the objects and powers in each sub-clause in this clause as if each sub-clause contained the objects of a separate company,
 - (d) reference to any company in this clause (except where used in reference to the Company) will be deemed to include any body whether incorporated or not and wherever in any part of the world set up, established or registered, and
 - (e) any reference in this clause to any statute or any provision of a statute is to such statute or provision as for the time being and from time to time amended, extended or re-enacted
- 4 The liability of the members is limited
- 5 The Company's share capital is £1,000 divided into 1,000 ordinary shares of £1 each

I, the subscriber to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum, and I agree to take the number of shares shown opposite my name

Name and address of subscriber

Number of shares
taken by the subscriber

Paul Stephen Smith
4 Station Hill
Hampstead Norreys
Thatcham
Berkshire RG18 0RS

1



Total shares taken

1

Dated 7 October 2008

Witness to the above signature

Name of witness (Please print) K BALMONT

Signature of witness



Address

BURLINGTON HOUSE, HEDGE END, SOUTHAMPTON

Occupation

SOLICITOR

The Companies Acts 1985 to 2006

Private company limited by shares

Articles of association of Burlington House Law (1) Limited

1 Interpretation

1.1 In these articles

1.1.1 **1985 Act** means the Companies Act 1985,

1.1.2 **2006 Act** means the Companies Act 2006, and

1.1.3 **Table A** means, insofar as it relates to a private company limited by shares, Table A in the Schedule to the Companies Act 2006, in that director may (provided he is a natural person) act alone in exercising all the powers and authorities vested in the directors

8 Appointment and retirement of directors

8.1 No director (however appointed) is subject to retirement by rotation

8.2 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. The appointment must not cause the number of directors to exceed any maximum number of directors that has been fixed by ordinary resolution

8.3 The Company may by ordinary resolution appoint any person who is willing to act as a director, either to fill a vacancy or as an additional director

8.4 Any member or members holding together not less than 90% of the issued ordinary shares in the capital of the Company may at any time by notice to the Company

8.4.1 appoint any person who is willing to act to be a director, either to fill a vacancy or as an additional director; or

8.4.2 remove from office any director, however appointed

8.5 A notice to the Company pursuant to article 8.4 may be delivered personally to the secretary of the Company (if any) or to any director, or sent or supplied in any manner by which communications may for the time being be sent or supplied to the Company in accordance with the provisions of Schedule 4 to the 2006 Act

9 Disqualification of directors

As well as in accordance with regulation 81 of Table A, a person ceases to be a director as soon as:

9.1 he is removed from office in accordance with these articles,

9.2 a registered medical practitioner who is treating him gives an opinion in writing to the Company stating that the person concerned has become physically or mentally incapable of acting as a director and may remain so for more than three months or

1985 Act) to such persons (including any director) on such terms and at such time or times as they think fit, providing that no shares may be issued at a discount

3 2 The maximum nominal amount of share capital which the directors may allot or otherwise dispose of in accordance with article 3 1 is the nominal amount of unissued shares at the date of incorporation of the Company or such other amount as is authorised by the Company in general meeting

3 3 The authority conferred on the directors by articles 3 1 and 3 2 will remain in force for a period of five years from the date of incorporation of the Company This authority may be renewed by the Company in general meeting in accordance with section 80 of the 1985 Act.

3 4 Section 89(1) of the 1985 Act (offers to shareholders on pre-emptive basis) does not apply to the Company

4 Lien

The lien conferred by regulation 8 of Table A will attach to fully paid as well as to partly paid shares, and to all shares registered in the name (whether as sole or joint holder) of any person indebted or under liability to the Company, for the amount of his debt or liability The registration of a transfer of a share will operate as a waiver of any lien of the Company on that share

5 Transfer of shares

5 1 The directors may, in their absolute discretion, refuse to register the transfer of any share, whether or not it is a fully paid share Regulation 24 of Table A is modified accordingly

5 2 If the directors refuse to register the transfer of a share, they must send notice of the refusal to the transferee together with reasons for the refusal The notice must be sent as soon as practicable and in any event within two months after the date on which the transfer was lodged with the Company The directors must, in accordance with the 2006 Act, provide the transferee with such further information about the reasons for the refusal as the transferee may reasonably request

6 Proceedings at general meetings

In regulation 40 of Table A, between the words "two persons" and "entitled to vote", there are to be inserted the words "holding together over 50% of the issued ordinary shares in the capital of the Company"

7 Number of directors

7 1 Unless and until otherwise determined by ordinary resolution, the number of directors

7 1 1 is to be not less than one, and

7 1 2 is not subject to any maximum

- 7 2 If and so long as there is a sole director, that director may (provided he is a natural person) act alone in exercising all the powers and authorities vested in the directors

8 Appointment and retirement of directors

- 8 1 No director (however appointed) is subject to retirement by rotation
- 8 2 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. The appointment must not cause the number of directors to exceed any maximum number of directors that has been fixed by ordinary resolution
- 8 3 The Company may by ordinary resolution appoint any person who is willing to act as a director, either to fill a vacancy or as an additional director
- 8 4 Any member or members holding together not less than 90% of the issued ordinary shares in the capital of the Company may at any time by notice to the Company
- 8 4 1 appoint any person who is willing to act to be a director, either to fill a vacancy or as an additional director; or
- 8 4 2 remove from office any director, however appointed
- 8 5 A notice to the Company pursuant to article 8 4 may be delivered personally to the secretary of the Company (if any) or to any director, or sent or supplied in any manner by which communications may for the time being be sent or supplied to the Company in accordance with the provisions of Schedule 4 to the 2006 Act

9 Disqualification of directors

As well as in accordance with regulation 81 of Table A, a person ceases to be a director as soon as

- 9 1 he is removed from office in accordance with these articles,
- 9 2 a registered medical practitioner who is treating him gives an opinion in writing to the Company stating that the person concerned has become physically or mentally incapable of acting as a director and may remain so for more than three months, or
- 9 3 the directors serve notice on him stating that he has ceased to be a director, after the court has made an order or appointed a deputy in relation to him under section 16 of the Mental Capacity Act 2005

10 Directors' appointments and interests

- 10 1 The directors may, in accordance with section 175(5)(a) of the 2006 Act, authorise any matter proposed to them which would, if not so authorised, involve a breach by a director of the duty to avoid conflicts of interest imposed by section 175 of the 2006 Act. The directors may give any authorisation under this article on such terms as they think fit, and they may vary the terms of, or terminate, the authorisation at any time

For the purposes of this article, a conflict of interest includes a conflict of interest and duty and a conflict of duties, and interest includes both direct and indirect interests

- 10 2 Subject to the provisions of the 2006 Act, and provided that (if required to do so under the 2006 Act) he has declared to the directors the nature and extent of any direct or indirect interest of his, a director may, despite his office

10 2 1 be a party to, or otherwise be interested in, any transaction or arrangement with the Company or in which the Company is directly or indirectly interested,

10 2 2 be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise be interested in, any body corporate in which the Company is directly or indirectly interested

- 10 3 A director will not, by reason of his office, be accountable to the Company for any remuneration or other benefit which he derives from any office or employment or from any transaction or arrangement or from any interest in any body corporate

10 3 1 the acceptance, entry into or existence of which has been authorised by the directors pursuant to section 175(5)(a) of the 2006 Act (subject, in any such case, to any terms on which the authorisation was given),

10 3 2 which he is permitted to hold or enter into by virtue of article 10 2 or otherwise pursuant to these articles or the 2006 Act

- 10 4 The receipt of any such remuneration or other benefit as referred to in article 10 3 will not constitute a breach of the director's duty under section 176 of the 2006 Act No transaction or arrangement authorised or permitted pursuant to these articles will be liable to be avoided on the ground of any such interest or benefit

11 Proceedings of directors

- 11 1 A director is not to be counted in the quorum present in relation to a matter or resolution on which he is not entitled to vote but is to be counted in the quorum present in relation to all other matters or resolutions considered or voted on at the meeting Regulation 89 of Table A is modified accordingly

- 11 2 Directors participating in a meeting of directors or of a committee of directors

11 2 1 must participate at the same time, but may be in different places, and

11 2 2 may communicate with each other by any means

- 11 3 Participation in a meeting in the manner referred to in article 11 2 will be deemed to constitute presence in person at the meeting The meeting will be deemed to be held at the place where the chairman of the meeting is

12 Voting permitted where director interested in transaction or arrangement

Subject to the making of such declaration of interest as may be required under section 177 of the 2006 Act, a director who is in any way, directly or indirectly, interested in a transaction or

arrangement (or proposed transaction or arrangement) with the Company may vote at any meeting of the directors, or of a committee of directors, on any resolution in relation to that transaction or arrangement

13 Directors' resolutions in writing

13.1 This article 13.1 applies to any resolution in writing (a **Written Resolution**) which is signed, or approved by letter or electronic means, by all the directors entitled to receive notice of a meeting of directors or of a committee of directors. A Written Resolution will be as valid and effectual as it if had been passed at a meeting of directors or (as the case may be) a committee of directors duly convened and held

13.2 A Written Resolution may consist of several documents, if each is signed by, or contains the approval of, one or more directors

13.3 A Written Resolution signed or approved by an alternate director need not also be signed or approved by the director who appointed him. A Written Resolution signed or approved by a director who has appointed an alternate director need not also be signed or approved by the alternate director in that capacity

14 Provision for employees

The directors may exercise the power conferred on the Company by section 247 of the 2006 Act to make provision for the benefit of any persons employed or formerly employed by the Company, or any of its subsidiaries, in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the Company or that subsidiary

15 Record keeping

15.1 The Company must keep records in accordance with sections 248 and 355 of the 2006 Act

15.2 The records referred to in section 355 of the 2006 Act must be kept available for inspection by any member in accordance with section 358 of that Act

16 Secretary

16.1 In accordance with section 270(1) of the 2006 Act, the Company is not required to have a secretary

16.2 The directors may appoint a secretary if they so determine

16.3 The directors are to decide the terms of appointment of any secretary

16.4 The directors may remove any secretary appointed by them

17 The seal

Regulation 101 of Table A will only apply if the Company has a common seal. Whether it does or not, a share certificate may be executed under section 44(4) of the 2006 Act instead of being sealed. Regulation 6 of Table A is modified accordingly

18 Notices and communications

18 1 *Form of notices and communications by the company*

Save where these articles expressly require otherwise, any notice, document or information to be sent or supplied by the Company to members or others may be sent or supplied in accordance with the 2006 Act (whether authorised or required to be sent or supplied by the 2005 Act or the 2006 Act or otherwise) in hard copy form, in electronic form or by making them available on a website

18 2 *Deemed delivery of notices, documents and information*

18 2 1 A notice, document or information sent by post and addressed to a member at his registered address or address for service in the United Kingdom is deemed to be given to or received by the intended recipient 24 hours after it was put in the post if pre-paid as first class post and 48 hours after it was put in the post if pre-paid as second class post. In proving service, it is sufficient to prove that the envelope containing the notice, document or information was properly addressed, pre-paid and posted

18 2 2 A notice, document or information sent or supplied by electronic means to an address specified for the purpose by the member is deemed to have been given to or received by the intended recipient 24 hours after it was sent, and in proving service it is sufficient to prove that the communication was properly addressed and sent

18 2 3 A notice, document or information sent or supplied by means of a website is deemed to have been given to or received by the intended recipient when (i) the material was first made available on the website or (ii) if later, when the recipient received (or, in accordance with this article 18, is deemed to have received) notification of the fact that the material was available on the website

18 2 4 A notice, document or information not sent by post but left at a registered address or address for service in the United Kingdom is deemed to be given on the day it is left.

18 2 5 A notice, document or information served or delivered by the Company by any other means authorised in writing by the member concerned is deemed to be served when the Company has taken the action it has been authorised to take for that purpose

18 2 6 A person who becomes entitled by transmission to a share, transfer or otherwise is bound by a notice in respect of that share which, before his name is entered in the register, has been properly served on a person from whom he derives his title

18 2 7 A member present at a meeting of the holders of a class of shares is deemed to have received due notice of the meeting and, where required, of the purposes for which it was called

18 3 Service of notice on joint holders and persons entitled by transmission

18 3 1 In the case of joint holders of a share, a notice, document or information will be validly sent or supplied to all joint holders if sent or supplied to whichever of them is named first in the register of members in respect of the joint holding. Anything to be agreed or specified in relation to a notice, document or information to be sent or supplied to joint holders, may be agreed or specified by the joint holder who is named first in the register of members in respect of the joint holding

18 3 2 Where a person is entitled by transmission to a share, any notice, document or information may be served on, or supplied to, him by addressing it to him by name or by the title of representatives of the deceased, or trustee of the bankrupt, member (or similar designation), as if he were the holder of that share and the address supplied for the purpose were the registered address

18 3 3 Where a person is entitled by transmission to a share but no address as referred to in article 18 3 2 has been supplied, any notice, document or information served on or supplied to any member pursuant to these articles will be deemed to have been properly served or delivered in respect of any share registered in the name of that member as sole or (where applicable) joint holder. This applies even though the member is then dead or bankrupt or any other event giving rise to the transmission of the share by operation of law has occurred (and whether or not the Company has notice of the death, bankruptcy or other event). The giving of notice in accordance with this article will be sufficient notice to all other persons interested in the share

18 4 Interpretation of this article

In this article 18, **entitled by transmission** means, in relation to a share, entitled as a consequence of the death or bankruptcy of a member, or as a result of another event giving rise to a transmission of entitlement by operation of law

19 Qualifying third party indemnity provision

19 1 Subject to the following provisions of this article 19, a relevant director may be indemnified out of the Company's assets against any liability incurred by him to a person other than the Company, or an associated company of the Company, in connection with any negligence, default, breach of duty or breach of trust in relation to the Company

19 2 A relevant director may not be indemnified against

19 2 1 any fine imposed in criminal proceedings,

- 19 2 2 any sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising),
- 19 2 3 any liability incurred in defending criminal proceedings in which he is convicted, and the conviction is final,
- 19 2 4 any liability incurred in defending any civil proceedings brought by the Company, or an associated company, in which a final judgment is given against him,
- 19 2 5 any liability incurred in connection with an application for relief in which the court refuses to grant him relief, and the refusal is final, or
- 19 2 6 any other liability, if an indemnity against it would fail to meet the requirements for the time being of qualifying third party indemnity provision (within the meaning of the 2006 Act for these purposes)
- 19 3 The reference to an application for relief is to any application for relief from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company
- 19 4 A conviction, judgment or refusal of relief becomes final if the period for bringing an appeal or any further appeal has ended and any appeal brought is determined, abandoned or otherwise ceases to have effect
- 19 5 For the purposes of this article
 - 19 5 1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
 - 19 5 2 a relevant director means any director or former director of the Company
- 19 6 This article is without prejudice to any other lawful indemnity to which a relevant director may for the time being be entitled
- 20 **Liability Insurance**
 - 20 1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss
 - 20 2 In this article
 - 20 2 1 a relevant officer means any director or former director of the Company, and any other officer or employee or former officer or employee of the Company (but not its auditors), and
 - 20 2 2 a relevant loss means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company or any associated company (within the meaning of article 19 5 1) of the Company

Name and address of subscriber

Paul Stephen Smith
4 Station Hill
Hampstead Norreys
Thatcham
Berkshire RG18 0RS



Dated 7 October 2008

Witness to the above signature

Name of witness (Please print): K BALMONT

Signature of witness



Address.

BURLINGTON HOUSE, HEDGE END, SOUTHAMPTON

Occupation

SOLICITOR



Please complete in typescript,
or in bold black capitals.

CHFP025

12

Declaration on application for registration

Company Name in full

BURLINGTON HOUSE LAW (1) LIMITED

I, Carly Holt

of Burlington House, Botleigh Grange Business Park, Hedge End, Southampton
SO30 2AF

† Please delete as appropriate

do solemnly and sincerely declare that I am a † (Solicitor engaged in the
formation of the company) ~~XXXXXX~~ 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

Carly Holt

Declared at

HEDGE END IN HAMPSHIRE

Day Month Year

On 08 10 2008

† Please print
BEVERLEY PYM
COMMISSIONER FOR OATHS
ERIC ROBINSON
SOLICITORS
5a ST. JOHNS ROAD
HEDGE END
SOUTHAMPTON SO30 4AA
DX 95100 HEDGE END

before me

BEVERLEY ANN PYM

Signed

Beverley Ann Pym

Date

8-10-08

† A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

You do not have to give any contact
information in the box opposite but
if you do, it will help Companies
House to contact you if there is a
query on the form. The contact
information that you give will be visible
to searchers of the public record

Clarke Willmott

Burlington House, Botleigh Grange Business Park, Hedge End, Southampton,
SO30 2AF

Tel 01489 770000

DX number DX 49665

DX exchange Southampton 2

Companies House receipt data barcode

Laserform International 10/07

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
or LP - 4 Edinburgh 2

INC 06528



10

Please complete in typescript,
or in bold black capitals.

CHFP025

Notes on completion appear on final page

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

Company Name in full

BURLINGTON HOUSE LAW (1) LIMITED

Proposed Registered Office

(PO Box numbers only, are not acceptable)

Burlington House

Botleigh Grange Business Park

Post town Southampton

County / Region Hampshire

Postcode SO30 2AF

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

Address

Post town

County / Region

Postcode

Number of continuation sheets attached

You do not have to give any contact
information in the box opposite but if you
do, it will help Companies House to
contact you if there is a query on the
form. The contact information that you
give will be visible to searchers of the
public record.

Clarke Willmott

Burlington House, Botleigh Grange Business Park, Hedge End, Southampton,
SO30 2DF
Ref 1305

Tel 01489 770000

DX number DX 49865

DX exchange Southampton 2

Companies House receipt date barcode

Laserform International 10/07

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
or LP - 4 Edinburgh 2

Company name

*Honours etc

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address 11

Post town

County / Region

Postcode

Country

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

Consent signature

Date _____

Please list directors in alphabetical order

Mr

*Honours etc

Forename(s)

Paul Stephen

Surname

Smith

Previous forename(s)

Previous surname(s)

Address it

4 Station Hill

Hampstead Norrey's

Post town

Thatcham

County / Region

Berkshire

Postcode

RG41 5ND

Country

UK

Date of birth

Day Month Year

0	2	0	5	1	9	6	0
---	---	---	---	---	---	---	---

Nationality British

Business occupation

Director

Other directorships

HN Holdings Limited, ~~Acton Enterprise (WAL)~~
~~St Michaels Hospice (North Hampshire)~~

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

Consent signature

Date

7/10/2008

Please list directors in alphabetical order

NAME	*Style / Title
------	----------------

NAME *Style / Title

*Honours etc

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address 11

11

Post town

County / Region

Postcode

Country

Day Month Year

Date of birth

Nationality

Business occupation

Other directorships

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

Consent signature

Date _____

This section must be signed by either an agent on behalf of all subscribers or the subscribers (i.e. those who signed as members on the memorandum of association).

Signed

Date _____

Signed

Date _____

Signed

Date _____

Signed

Date _____

Signed

Date _____

Signed

Date _____

Signed

Date _____