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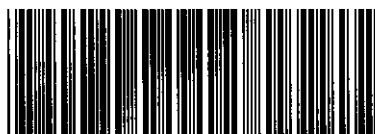
**CERTIFICATE OF INCORPORATION  
OF A PRIVATE LIMITED COMPANY**

Company No. 5096347

The Registrar of Companies for England and Wales hereby certifies that  
36 DELORME STREET 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 6th April 2004



\*N05096347L\*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*  
— for the record —

Package: 'Laserform'  
by Laserform International Ltd.

# 12

## Declaration on application for registration

Please complete in typescript,  
or in bold black capitals.

CHFP025

Company Name in full

36 DELORME STREET MANAGEMENT

I, DAVID MORGAN-WYNNE

of Clarke Willmott, Blackbrook Gate, Blackbrook Park  
Avenue, Taunton, Somerset, TA1 2PG

† Please delete as appropriate.

do solemnly and sincerely declare that I am a [Solicitor engaged in the  
formation of the company] ~~person named as director or secretary of the  
company to be entered on the Register under Section 100 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

TAUNTON

Day Month Year

On 02 04 2004

● Please print name.

before me ●

NICHOLAS I. HOYLE

Signed

N Hoyle

Date

02 April 2004

† 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.

Clarke Willmott  
Blackbrook Gate, Blackbrook Park Avenue, Taunton, TA1  
2PG

Tel 01823 442266

DX number DX 97175 DX exchange Taunton Blackbrook

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  
DX 235 Edinburgh  
for companies registered in Scotland



A12  
COMPANIES HOUSE

0074  
03/04/04

Package: Laserform  
by Laserform International Ltd.

10

Please complete in typescript,  
or in bold black capitals.

First directors and secretary and intended situation of  
registered office

CHFP025

Notes on completion appear on final page

Company Name in full

36 Delorme Street Management Limited

Proposed Registered Office

(PO Box numbers only, are not acceptable)

~~Meadow Cottage, Farley Farm~~

OR. CHW M  
30 West Avenue.

~~Braishfield Exeter~~

Post town Romsey

Exeter

County / Region

~~Hampshire~~ Devon

Postcode

~~SO51 00P~~ EX4 4SE

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

Clarke Willmott

Address

Blackbrook Gate

Blackbrook Park Avenue

Post town

Taunton

County / Region

Somerset

Postcode

TA1 2PG

Number of continuation sheets attached

1

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

Blackbrook Gate, Blackbrook Park Avenue, Taunton, TA1  
2PG

Ref: J/594

Tel 01823 445274

DX number DX 97175 DX exchange Taunton Blackbrook

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



A12 0073  
COMPANIES HOUSE 03/04/04

ode

**Company Secretary** (see notes 1-5)

Company name 36 Delorme Street Management Limited

**NAME**

\*Style / Title

Mr

\*Honours etc

\* Voluntary details

Forename(s)

Oliver Rathbone

Surname

Robinson

Previous forename(s)

Previous surname(s)

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

**Address** ††

Meadow Cottage, Farley Farm

Braishfield

Post town

Romsey

County / Region

Hampshire

Postcode

SO51 0QP

Country

England

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

**Consent signature****Date**

2 APRIL 2004

**Directors** (see notes 1-5)

Please list directors in alphabetical order

**NAME**

\*Style / Title

\*Honours etc

Forename(s)

Anne

Surname

Billett

Previous forename(s)

Previous surname(s)

**Address** ††

Flat 1

36 Delorme Street

Post town

London

County / Region

Postcode

W6 8DT

Country

England

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

**Date of birth**

Day Month Year

1

1

1

0

1

9

6

3

**Nationality**

British

**Business occupation**

Obstetrician

**Other directorships**

None

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

**Consent signature****Date**

2 APRIL 2004

CHFP025

Company name 36 Delorme Street Management Limited

NAME \*Style / Title

\*Honours etc

\* Voluntary details

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address ††

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address

Post town

County / Region

Postcode

Country

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

Consent signature

Date

## Directors (see notes 1-5)

Please list directors in alphabetical order

NAME \*Style / Title

\*Honours etc

Forename(s)

Charlotte Gillian Bradburn

Surname

Wade

Previous forename(s)

Previous surname(s)

Address ††

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address

Post town

County / Region

Postcode

Country

Flat 2

36 Delorme Street

London

W6 8DT

England

Day Month Year

Date of birth

1

4

0

9

1

9

7

4

Nationality

British

Business occupation

General Practitioner

Other directorships

None

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

Consent signature

Date

2 APRIL 2004

## Company Secretary (see notes 1-5)

NAME \*Style / Title

\*Honours etc

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address ††

☐

Post town

County / Region

Postcode

Country

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address

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

Consent signature

Date

## Directors (see notes 1-5)

Please list directors in alphabetical order

NAME \*Style / Title

\*Honours etc

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address ††

☐

Post town

County / Region

Postcode

Country

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address

Day Month Year

Date of birth

Nationality

Business occupation

Other directorships

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

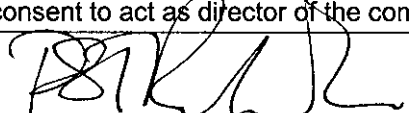
Consent signature

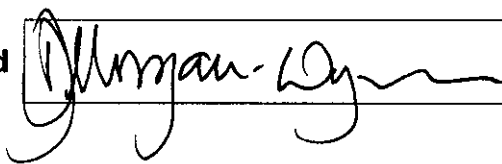
Date

**Directors**

(see notes 1-5)

Please list directors in alphabetical order

<b>NAME</b>	<b>*Style / Title</b>	Mr	<b>*Honours etc</b>	
<b>Forename(s)</b>		Philip St George Thrope		
<b>Surname</b>		Richardson		
<b>Previous forename(s)</b>				
<b>Previous surname(s)</b>				
<b>Address</b> ††		Flat 3		
		Delorme Street		
<b>Post town</b>		London		
<b>County / Region</b>			<b>Postcode</b>	W6 8DT
<b>Country</b>		England		
<b>Date of birth</b>		Day 2   3   0   4	Month 1   9   6   1	<b>Nationality</b> British
<b>Business occupation</b>		Computer operator in video editing business		
<b>Other directorships</b>		Murder My Darlings Ltd		
I consent to act as director of the company named on page 1				
<b>Consent signature</b>				<b>Date</b> 2 APRIL 2004

**This section must be signed by***Either***an agent on behalf  
of all subscribers****Signed****Date**

2 iv 2004

**Or the subscribers****Signed****Date***( i.e those who signed  
as members on the  
memorandum of  
association).***Signed****Date****Signed****Date****Signed****Date****Signed****Date****Signed****Date**

## 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.



The Companies Act 1985 and 1989

Company limited by guarantee  
and not having a share capital

## Memorandum of association of 36 Delorme Street Management Limited

1. The Company's name is "36 Delorme Street Management Limited".
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:
4. (a) To acquire a freehold interest in 36 Delorme Street, Fulham, Greater London, W6 8DT (such property and any other property for the time being owned, managed or administered by the Company being herein referred to as the "**Property**").
  - (b) (i) To manage and administer the Property 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 part or parts of the Property, 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 any part of the Property or other property in which it from time to time has an interest.
  - (iv) To provide services of every description in relation to the Property and to maintain, repair, renew, redecorate, repaint, clean, construct, alter and add to the Property 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 and grounds comprised in the Property and to enter into contracts with builders, tenants, contractors, professional advisers and others and to employ appropriate staff and managing or other agents whatsoever in relation thereto.
  - (v) To undertake works, make payments and generally do such acts or things as may be necessary from time to time to comply with any covenants or obligations affecting the Property or the owner thereof or as may be entered into pursuant to an acquisition of the Property including the giving of indemnities and to enter all contracts and execute all deeds as shall be requisite or desirable.

- (vi) To effect insurance against any risk to which the Company, any property belong to the Company or any person employed by the Company may be subject.
- (vii) 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.
- (c) 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.
- (d) To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
- (e) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.
- (f) To lend and advance money or give credit on any terms and with or without security to any person, firm or company, 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.
- (g) To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.
- (h) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debenture, and other negotiable or transferable instruments.
- (i) 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.

- (j) 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.
- (k) To make rules and regulations for the observance of Members of the Company for the use and control of the Property.
- (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 such 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.
5. The income and property of the Company shall be applied solely towards the promotion of its objects as set out in this Memorandum of Association and no portion of it shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to Members of the Company, provided that this shall not prevent any payment in good faith by the Company:
- (a) of reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company;
  - (b) of interest on money lent by any Member of the Company or any Director at a

reasonable and proper rate;

(c) to any Director of out-of-pocket expenses.

6. The liability of the Members is limited.
7. 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.

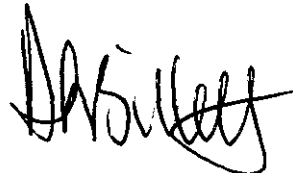
I, the subscriber to this Memorandum of Association, wish to be formed into a company pursuant to this Memorandum.

---

**Name and address of subscriber**

---

Anne Billett  
Flat 1  
36 Delorme Street  
London  
W6 8DT

 23/3/04

Philip St George Thorpe Richardson  
Flat 3  
36 Delorme Street  
London  
W6 8DT



23/3/04

Charlotte Gillian Bradburn Wade  
Flat 2  
36 Delorme Street  
London  
W6 8DT



23/3/04

---

Witness to the above signature(s):

Name of witness (Please print):

OLIVER BRINSON

Signature of witness:



23/3/04

Address:

Meadow Cottage

Forley Farm

Occupation:

Brinkley

Donney

Manchester

SOSI ORP

IT Consultant

## The Companies Act 1985 and 1989

Company limited by guarantee  
and not having a share capital

# Articles of association of 36 Delorme Street Management Limited

## PRELIMINARY

1. (a) The Regulations contained 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 and the Companies Act 1985 (Electronic Communications) Order 2000 (such Table being hereinafter called "**Table A**") shall apply to the Company save in so far as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company.
- (b) Clauses 2 to 35 (inclusive), 54, 55, 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;
  - "**dwelling**" means any residential unit comprised in the Property;
  - "**owner**" means the holder of a leasehold interest in a dwelling initially granted for a term of 125 years from 25 March 1984 and so that whenever two or more persons jointly own a dwelling they shall for all purposes of these Articles be deemed to constitute one owner.
  - "**the Property**" means the block of apartments at 36 Delorme Street, Fulham, Greater London, W6 8DT and any part or parts of it and/or any other land, building or premises for the time being also owned and/or managed, administered or owned by the Company;
- (b) Clause 1 in Table A shall be read and construed as if the definition of "**the holder**" were omitted.

## MEMBERS

3. The subscriber to the Memorandum of Association and all owners who apply in writing for

membership shall be Members of the Company. The subscriber may nominate any person to succeed it as a Member of the Company and any person so nominated shall have the same power to nominate a person to succeed it as if that person had been a subscriber. Save as aforesaid, no person shall be admitted as a Member of the Company other than an owner.

4. Until such time as the subscriber to the Memorandum of Association (or the person or persons nominated to succeed it) shall cease to be a Member of the Company the Members (other than the subscriber or nominated successor) shall not be entitled to receive notice of any General Meeting of the Company nor shall they be entitled to attend or vote at any such meeting.
5.
  - (a) 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 the provisions set out in Article 3.
  - (b) If two or more persons are together an owner each shall so comply, but 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) An owner shall cease to be a Member on ceasing to be an owner or on the registration as a Member of the successor to that owner's dwelling.
  - (b) Subject as aforesaid no Member shall cease to be a Member of the Company.
7. If a Member shall die or be adjudged bankrupt the legal personal representative or representatives or the trustee in his bankruptcy of that Member shall be entitled to be registered as a Member provided that he or they shall for the time being be an owner.

#### **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 not less than 90% 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 special business, the general nature of the business to be transacted 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) All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets, and the reports of the Directors and Auditors, and the appointment of, and the fixing of the remuneration of, the Auditors.
  - (e) Clause 38 in Table A shall not apply to the Company.
  - (f) 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. Every notice convening a General Meeting shall comply with the provisions of Section 372(3) of the Act as to giving information to Members in regard to their right to appoint proxies.
9. (a) No business shall be transacted at any Meeting unless a quorum is present. Two persons entitled to vote on the business to be transacted each being a Member or a proxy for a Member or a duly authorised representative of a corporate Member shall be a quorum. Whenever the Company has only one Member, that Member present in person or by proxy or, in the case of a corporation, by a duly authorised representative, shall be a quorum.
- (b) 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.
- (c) Clauses 41 and 44 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.

#### **VOTES OF MEMBERS**

11. Subject as aforesaid and as hereinafter provided every Member present in person or by proxy at a General Meeting shall have one vote PROVIDED that no Member other than a Member duly registered who shall have paid every subscription and other sums (if any) which shall be due and payable to the Company in respect of that Member's membership or obligations to the Company as the owner of that Member's dwelling shall be entitled to vote on any question either personally or by proxy or as a proxy for another at any General 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 the maximum number of Directors shall be four and the minimum number of Directors shall be one.



- (c) Clauses 73 to 80 (inclusive) in Table A shall 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.*
- (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 executed 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 executed by that Member of his willingness to be appointed.
- (g) No Member may be appointed as a Director if that Member is in arrears with management charges or is in legal dispute with the Company and any Director shall *cease to act as Director during such time as he is in arrears with management charges* or is in a legal dispute with the Company but shall not for that reason be required to resign his directorship.
- (h) *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.*
- (i) *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 or he becomes incapable by reason of illness or injury of managing and administering his property and affairs, and clause 81 in Table A shall be modified accordingly.

#### **GRATUITIES PENSIONS AND EXPENSES**

- 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.
- (c) In fulfilment of official duties a Director may claim certified expenditure with previous Board approval.

#### **PROCEEDINGS OF DIRECTORS**

- 17. (a) A Director may vote at a meeting of Directors or of a committee of Directors on any resolution concerning any matter and even though such matter may be one in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company provided that he shall have declared the nature of his interest in accordance with Section 317 of the Act.
- (b) Clause 94 in Table A shall not apply to the Company.
- (c) Any director (including an alternate director) may participate in a meeting of the directors, or a committee of directors of which he is a member, by means of a conference telephone or other communication equipment which allows all persons participating in the meeting to communicate with each other. Participation in a meeting in this manner will be deemed to constitute presence in person at the meeting. Such a meeting will be deemed to take place where the largest group of those participating is assembled or, if there is no group which is larger than any other group, where the chairman of the meeting then is.

## 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.

## NOTICES

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

## INDEMNITY

21. (a) Every Director or other officer 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, in which judgment is given in his favour or in which he is acquitted 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) Clause 118 in Table A shall not apply to the Company.

## RULES OR BYELAWS

22. The Directors may from time to time make such Rules or Regulations as they may deem necessary or expedient or convenient for the proper conduct and management of the Company as follows:
- (i) the conduct of Members of the Company in relation to one another, and to the Company and to the Company's employees or agents;
  - (ii) and, generally, all such matters commonly the subject matter of Company Rules or rules or regulations appropriate to property of a similar nature and type as the Property.

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 or Association of the Company.

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Name and address of subscriber

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*Anne Billett*

23/3/04

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*Charlotte Wade*

23/3/04

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Witness to the above signature(s):

Name of witness (Please print): OLIVER ROBINSON

Signature of witness: *Oliver*

Address: *Meadow Cottage*

Occupation: *Farley Farm*

*Bransford*

*Bonney*

*Hampshire*

*SOSI OGP*

*IT Consultant*

23/3/04