

FILE COPY



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

Company No. 5122110

The Registrar of Companies for England and Wales hereby certifies that
TERRACE HILL GUILDFORD 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, London, the 7th May 2004



N05122110Z



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —

Declaration on application for registration

Please complete in typescript,
or in bold black capitals.

CHFP010.

Company Name in full

5122110
Terrace Hill Guildford Management Limited

I, Susan Williams

of One Fleet Place, London EC4M 7WS, an
authorised signatory of DWS secretaries Ltd

† 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 in the statement delivered to the Registrar under section 10 of the Companies Act 1985 and that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with.

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

Declarant's signature

S. Williams

Declared at

21 HOLBORN VIADUCT LONDON EC1A 2DY

Day Month Year

on

07 05 20 04

• Please print name

• before me

JACQUELINE JOYCE

Signed

J. Joyce

Date

7/5/04

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.

Denton Wilde Sapte	
One Fleet Place, London EC4M 7WS	
Tel	
DX number	DX exchange

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



LD1
COMPANIES HOUSE

0037
07/05/04

Please complete in typescript,
or in bold black capitals.

CHFP010.

Notes on completion appear on final page

Company Name in full

First directors and secretary and intended situation of registered office

5122110
Terrace Hill Guildford Management Limited

Proposed Registered Office

(PO Box numbers only, are not acceptable)

Post town

County / Region

Five Chancery Lane
Clifford's Inn
London
Postcode EC4A 1BU

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

<input checked="" type="checkbox"/>	Denton Wilde Sapte
	One Fleet Place
	London
	Postcode EC4M 7WS

Number of continuation sheets attached

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

Denton Wilde Sapte, One Fleet Place, London EC4M 7WS	
Tel 020 7246 7192/7002	
DX number	DX exchange

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or
Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB
for companies registered in Scotland **DX 235 Edinburgh**



LD1 *LDZKGUHN* 0038
COMPANIES HOUSE 07/05/04

Company Secretary (See notes 1-5)

Company name	Terrace Hill Guildford Management Limited		
Name	* Style / Title	* Honours etc	
* Voluntary details.			
Forename(s)	DWS Secretaries Limited		
Surname			
Previous forename(s)			
Previous surname(s)			
Address	Five Chancery Lane		
Usual residential address	Clifford's Inn		
For a corporation, give the registered or principal office address.	Post town	London	
	County / Region	Postcode	EC4A 1BU
	Country		

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

Consent signature

For and on behalf of
DWS Secretaries Limited
[Signature]
Director/Authorised Signatory

Date

7/5/04

Directors (see notes 1-5)

Please list directors in alphabetical order

Name	* Style / Title	* Honours etc	
Forename(s)	DWS Directors Limited		
Surname			
Previous forename(s)			
Previous surname(s)			
Address	Five Chancery Lane		
Usual residential address	Clifford's Inn		
For a corporation, give the registered or principal office address.	Post town	London	
	County / Region	Postcode	EC4A 1BU
	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

For and on behalf of
DWS Directors Limited
[Signature]
Director/Authorised Signatory

Date

7/5/04

Directors (continued) (see notes 1-5)

Name	* Style / Title	<input type="text"/>	* Honours etc	<input type="text"/>
		<input type="text"/>		
		<input type="text"/>		
		<input type="text"/>		
		<input type="text"/>		
		<input type="text"/>		
Address		<input type="text"/>		
Usual residential address		<input type="text"/>		
For a corporation, give the registered or principal office address.		<input type="text"/>		
		Post town	<input type="text"/>	
		County / Region	Postcode	<input type="text"/>
		<input type="text"/>		
		Country	<input type="text"/>	
		Day	Month	Year
		<input type="text"/>	<input type="text"/>	<input type="text"/>
		Date of Birth	Nationality	<input type="text"/>
Business occupation		<input type="text"/>		
Other directorships		<input type="text"/>		
		<input type="text"/>		
		<input type="text"/>		
		I consent to act as director of the company named on page 1		
Consent signature		<input type="text"/>	Date	<input type="text"/>

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

Signed	<input type="text" value="Denton Wilde Septe"/>	Date	<input type="text" value="7/5/04"/>
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Or the subscribers
(i.e. those who signed
as members on the
memorandum of
association).

Signed	<input type="text"/>	Date	<input type="text"/>
Signed	<input type="text"/>	Date	<input type="text"/>
Signed	<input type="text"/>	Date	<input type="text"/>
Signed	<input type="text"/>	Date	<input type="text"/>
Signed	<input type="text"/>	Date	<input type="text"/>
Signed	<input type="text"/>	Date	<input type="text"/>

583848



5122110

THE COMPANIES ACTS 1985 - 1989

A PRIVATE COMPANY LIMITED BY GUARANTEE

AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

- of -



TERRACE HILL GUILDFORD MANAGEMENT LIMITED

1. The name of the Company is Terrace Hill Guildford Management Limited.
2. The registered office of the Company will be situated in England and Wales.
3. The objects for which the Company is established are:-
 - 3.1 To acquire, hold, manage, maintain, and provide services for common infrastructure at the office development site known as "Parklands" at Queen Elizabeth Barracks, Guildford and any land, building or premises from time to time comprised therein and any other land, building or premises which may benefit the same (the **Estate**) and to enter into such contracts and obligations as may be necessary or desirable for that purpose.
 - 3.2 To collect from the tenants and occupants of the Estate and any others liable for the same, contributions payable by each of them toward such management, maintenance and improvement.
 - 3.3 To enter into such contracts and other obligations as may be requisite with any third party to enable such third party to conduct the management, maintenance, administration and improvement as aforesaid of the Estate.

- 3.4 To execute and do all such other instruments and acts and things as may be requisite for the purpose of ensuring the efficient management, maintenance, administration and improvement of the Estate.
- 3.5 To carry on all or any business which may seem to the Company capable of being conveniently carried on in connection with or as ancillary to any of the above objects or which it may be advisable to undertake for the purposes thereof.
- 3.6 To enforce any covenants of which the benefit is held by the Company and which affect the Estate or any part thereof.
- 3.7 To purchase, take on lease or in exchange or otherwise acquire freehold and leasehold Estate (including the Estate) or any interest in or over any land.
- 3.8 To purchase or by other means acquire and protect any licences, protections and concessions or other rights which may appear likely to be advantageous or useful to the Company.
- 3.9 To sell, let, lease, grant licences, easements, and other rights over the whole or any part of the undertaking, Estate, assets, rights, effects and business of the Company for such consideration as may be thought fit.
- 3.10 To acquire and undertake on any terms and subject to any conditions the whole or any part of the business, Estate and liabilities of any person or company carrying on any business which the Company is authorised to carry on or possessed of Estate suitable for the purposes of the Company.
- 3.11 To subscribe, underwrite, purchase or otherwise acquire and to hold, dispose of and deal with the shares, stocks, securities and evidences of indebtedness or the right to participate in profits or other similar documents issued by any government authority, corporation or body or by any company or body of persons and any options and rights in respect thereof.
- 3.12 To borrow and raise money in any manner and on any terms.
- 3.13 To guarantee the performance of any obligation by any person whatsoever and to give such indemnities as may seem expedient.
- 3.14 For any purpose and in any manner and from time to time to mortgage or charge the whole or any part of the undertaking, Estate and rights (including Estate and rights to be subsequently acquired) of the Company and to create, issue, make and give debentures, debenture stock, bonds or other obligations, perpetual or otherwise, with or without any mortgage or charge on all or any part of such undertaking Estate or rights.
- 3.15 To pay all preliminary expenses of the Company and any company promoted by the Company or in which the Company is or may contemplate being interested including in such preliminary expenses all or any part of the costs and expenses of the owners of any business or Estate acquired by the Company.
- 3.16 To enter into with any person or company any arrangements that may seem conducive to the Company's objects or any of them and to obtain from any such person or company any contracts, rights, grants, loans, privileges or concessions which the Company may think it desirable to obtain and to carry out, exercise and comply with the same.
- 3.17 To undertake and execute any trust or agency business (whether gratuitously or otherwise) the undertaking whereof may seem desirable whether as being convenient for or conducive to any

of the objects of the Company or as being a convenience or amenity for the lessees or occupiers of any part of the said business development.

- 3.18 To remunerate any person firm or company rendering services to the Company.
- 3.19 To draw, make, accept, endorse, discount and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- 3.20 To invest and deal with the moneys of the Company not immediately required for the purpose of the business of the Company in or upon such investments and in such manner as may from time to time be determined.
- 3.21 To establish and maintain any policies of insurance incidental to the Company's affairs including without limitation any policy of insurance in respect of a director's or officer's liability for negligence, default, breach of duty or breach of trust as permitted by section 310 Companies Act 1985.
- 3.22 To do all or any of the things hereinbefore authorised either alone or in conjunction with or as trustee or agent for others or by or through trustees or agents and either with or without the intention or object of profit and whether gratuitously or otherwise
- 3.23 To do all such other things as are incidental or conducive to the attainment of the above objects or any of them

PROVIDED ALWAYS that the objects set forth in any sub-clause of this Clause 3 shall not except where the context expressly so requires be in any way limited or restricted by reference to or inference from the terms of any other sub-clauses or by the name of the Company and none of such sub-clauses or the objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects mentioned in the first sub-clause of this Clause 3 and the Company shall have full power to exercise all or any of the powers conferred by any part of this Clause 3 notwithstanding that the business undertaking Estate or acts proposed to be transacted acquired dealt with or performed do not fall within the objects of the first sub-clause of this Clause 3.

- 4. The liability of the Members is limited.
- 5. Every member of the Company undertakes to contribute such amount as may be required (not exceeding one pound) to the assets of the Company in the event of the Company being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Company 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.
- 6. If upon the winding up or dissolution of the Company there remains, after all satisfaction of all its debts and liabilities, any Estate whatsoever, the same shall be paid to the members of the Company.

We, the subscribers to this memorandum of association, wish to be formed into a company pursuant to this memorandum.

Names and Addresses of Subscribers

Name and address

Signature

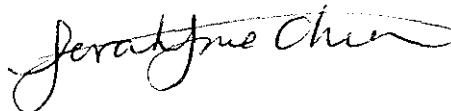
Susan Williams
For and on behalf of
DWS Nominees Limited
Five Chancery Lane
Clifford's Inn
London EC4A 1BU



DATED the 7 day of May 2004.

WITNESS to the above signature:-

Sarah Cheesman
One Fleet Place
London EC4M 7WS



The Companies Acts 1985 and 1989

Company limited by Guarantee

Articles of Association

of

Terrace Hill Guildford Management Limited

Interpretation

1 In these regulations:

the **A Members** means Terrace Hill Guildford Limited and Terrace Hill No.2 Limited.

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

the **articles** means the articles of the Company.

clear days in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.

communication means the same as in the Electronic Communications Act 2000.

a **Contract for Sale** means a contract for the purchase of a Unit.

electronic communication means the same as in the Electronic Communications Act 2000.

the **Estate** shall have the meaning assigned to it in the Memorandum of Association.

executed includes any mode of execution.

a **Full Membership Event** means the first occasion on which Owners for all the Units are or have become valid members of the Company in accordance with the Articles.

office the registered office of the Company.

the **seal** means the common seal of the Company.

a **Unit** means an office unit comprising part of the Estate.

a **Owner** means the person or persons who have purchased a Unit who is obliged to become and remain a member of the Company whilst being registered proprietor of a Unit at the Land Registry pursuant to the terms and conditions and covenants contained in and imposed by the Contract for Sale relating to such Unit and so that whenever two or more persons are for the time being Owners of a Unit they shall for all purposes of the articles be deemed to constitute one Owner.

secretary means the secretary of the Company or any other person appointed to perform the duties of the secretary of the company, including a joint, assistant or deputy secretary.

the **United Kingdom** means Great Britain and Northern Ireland.

Unless the context otherwise requires, words or expressions contained in these regulations bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these regulations become binding on the company.

Members

- 2 *The subscribers to the Memorandum and such other persons as are admitted to membership in accordance with these articles shall be members.*
- 3 There shall be two categories of membership to the Company, respectively comprising the A Members and the Owners (together the **Company Members**).
- 4 On any resolution put to vote at any general meeting of the Company, the Company Members shall together have a total of 104 (one hundred and four) votes (both on a show of hands and upon a poll), regardless of the total number of Company Members and regardless of the total number of Company Members in each category. The A Members shall have a total of 78 (seventy eight) votes and subject to Article 6, the Owners shall have a total of 26 (twenty-six) votes.
- 5 Each person who is or becomes an Owner shall be or become a member of the Company [(and it shall be a term of every Contract of Sale that the Owner shall be a member of the Company) and shall submit an application form in the form set out at Article 68.] The directors shall admit as a Company Member any Owner who applies for membership of the Company (upon delivery to the directors of the application form and such evidence as they may reasonably require to satisfy themselves that that person is an Owner).
- 6 On becoming a Company Member, each Owner shall be entitled to 1 (one) vote at any general meeting of the Company (both on a show of hands and upon a poll).
- 7 Save as aforesaid, no person shall become a Company Member who is not an Owner. An Owner shall not be entitled to withdraw from membership of the Company whilst holding, whether alone or jointly with others, a legal estate in any Unit.
- 8 If any member of the Company who is an Owner parts with all interest in the Unit held by him, he shall be deemed automatically to have withdrawn as a member of the Company. Membership shall not be transferable and shall cease on death.
- 9 Each A Members shall, if not himself an Owner, cease to be a Company Member upon the Full Membership Event.

General meetings

- 10 *All general meetings other than annual general meetings shall be called extraordinary general meetings.*
- 11 The directors may call general meetings and, on the requisition of members pursuant to the provisions of the Act, shall forthwith proceed to convene an extraordinary general meeting for a date not later than eight weeks after receipt of the requisition. If there are not within the United Kingdom sufficient directors to call a general meeting, any director or any Company Member may call a general meeting.

Notice of general meetings

- 12 An annual general meeting and an extraordinary general meeting called for the passing of a special resolution or a resolution appointing a person as a director shall be called by at least twenty-one clear days' notice. All other extraordinary general meetings shall be called by at least fourteen days' notice but a general meeting may be called by shorter notice if it is so agreed:
- (a) *in the case of an annual general meeting, by all the Company Members entitled to attend and vote thereat; and*
 - (b) *in the case of any other meeting by a majority in number of the Company Members having a right to attend and vote being a majority together holding not less than ninety per cent of the total voting rights at the meeting of all the Company Members.*

The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such.

The notice shall be given to all Company Members and to the directors and auditors.

- 13 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

Proceedings at general meetings

- 14 No business shall be transacted at any meeting unless a quorum is present. Two persons entitled to vote upon the business to be transacted, each being a Company Member (and one being an A Member prior to the Full Membership Event) or a proxy for a Company Member or a duly authorised representative of a corporation, shall be a quorum.
- 15 If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the directors may determine.
- 16 The chairman, if any, of the board of directors or in his absence some other director nominated by the directors shall preside as chairman of the meeting, but if neither the chairman nor such other director (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the directors present shall elect one of their number to be chairman and, if there is only one director present and willing to act, he shall be chairman.
- 17 If no director is willing to act as chairman, or if no director is present within fifteen minutes after the time appointed for holding the meeting, the Company Members present and entitled to vote shall choose one of their number to be chairman.
- 18 The chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

- 19 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:
- (a) by the chairman; or
 - (b) by at least two Company Members having the right to vote at the meeting; or
 - (c) by a Company Member or Company Members representing not less than one-tenth of the total voting rights of all the Company Members having the right to vote at the meeting;
- and a demand by a person as proxy for a Company Member shall be the same as a demand by the Company Member.
- 20 Unless a poll is duly demanded a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 21 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
- 22 A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be Company Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 23 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall be entitled to a casting vote in addition to any other vote he may have.
- 24 A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 25 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 26 A resolution in writing executed by or on behalf of each Company Member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more Company Members.

Votes of members

- 27 On a show of hands, every Company Member who is present in person or present by a representative duly authorised under s.375 of the Act shall have the number of votes specified in Articles 4 and 6 and upon a poll every Company Member present in person or by proxy shall have the number of votes specified in Articles 4 and 6.

28 A Company Member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person authorised in that behalf appointed by that court, and any such receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the directors of the authority of the person claiming to exercise the right to vote shall be deposited at the office, or at such other place as is specified in accordance with the articles for the deposit of instruments of proxy, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.

29 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.

30 The appointment of a proxy shall be executed by or on behalf of the appointor and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the directors may approve) -

*** PLC/Limited

I/We, **, of **, being a member/members of the above-named company, hereby appoint ** of **, or failing him, ** of **, as my/our proxy to vote in my/our name[s] and on my/our behalf at the annual/extraordinary general meeting of the company to be held on **, and at any adjournment thereof.

Signed on ** ."

31 The appointment of a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the directors may-

(a) in the case of an instrument in writing being deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the company in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote;

(b) in the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications:

(i) in the notice convening the meeting, or

(ii) in any instrument of proxy sent out by the company in relation to the meeting, or

(iii) in any invitation contained in an electronic communication to appoint a proxy issued by the company in relation to the meeting,

(c) be received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;

- (d) in the case of a poll taken more than 48 hours after it is demanded, be deposited or received as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or
- (e) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the secretary or to any director;

and an appointment of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid. In this regulation and the next, "address", in relation to electronic communications, includes any number or address used for the purposes of such communications.

- 32 A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the company at the office or at such other place at which the instrument of proxy was duly deposited or, where the appointment of the proxy was contained in an electronic communication, at the address at which such appointment was duly received before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

Number of directors

- 33 Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum but shall be not less than two. The A Members collectively shall have the right to appoint two directors.
- 34 [Each person who is or becomes an Owner shall be entitled to be appointed a director of the Company upon his so becoming an Owner (and any Owner which is a corporation shall be entitled to appoint an authorised representative to act as its director in its stead). The existing directors shall appoint as director, any Owner (or its duly authorised representative) who applies to be so appointed (upon delivery to the existing directors of such evidence as they may reasonably require to satisfy themselves that any person is an Owner (and as the case may be, that any person is the authorised representative of an Owner).]
- 35 One director appointed by the A Members shall act as chairman until a Full Membership Event occurs.
- 36 On a Full Membership Event, the directors appointed by the A Members shall resign.

Alternate directors

- 37 Any director (other than an alternate director) may appoint any other director, or any other person approved by resolution of the directors and willing to act, to be an alternate director and may remove from office an alternate director so appointed by him.
- 38 An alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member, to attend and vote at any such meeting at which the director appointing him is not personally present, and generally to perform all the functions of his appointor as a director in his absence but shall not be entitled to receive any remuneration from the company for his services as an alternate director. But it shall not be necessary to give notice of such a meeting to an alternate director who is absent from the United Kingdom.

- 39 An alternate director shall cease to be an alternate director if his appointor ceases to be a director; but, if a director retires by rotation or otherwise but is reappointed or deemed to have been reappointed at the meeting at which he retires, any appointment of an alternate director made by him which was in force immediately prior to his retirement shall continue after his reappointment.
- 40 Any appointment or removal of an alternate director shall be by notice to the company signed by the director making or revoking the appointment or in any other manner approved by the directors.
- 41 Save as otherwise provided in the articles, an alternate director shall be deemed for all purposes to be a director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the director appointing him.

Powers of directors

- 42 Subject to the provisions of the Act, the memorandum and the articles and to any directions given by special resolution, the business of the company shall be managed by the directors who may exercise all the powers of the company. No alteration of the memorandum or articles and no such direction shall invalidate any prior act of the directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this regulation shall not be limited by any special power given to the directors by the articles and a meeting of directors at which a quorum is present may exercise all powers exercisable by the directors.
- 43 The directors may, by power of attorney or otherwise, appoint any person to be the agent of the company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.

Disqualification and removal of directors

- 44 The office of a director shall be vacated if:
- (a) he ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a director; or
 - (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
 - (c) he is, or may be, suffering from mental disorder and either:
 - (i) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or
 - (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs;
- or
- (d) he resigns his office by notice to the company; or

- (e) he shall for more than six consecutive months have been absent without permission of the directors from meetings of directors held during that period and the directors resolve that his office be vacated.

Remuneration of directors

- 45 [The directors shall be entitled to such remuneration as the company may by ordinary resolution determine and, unless the resolution provides otherwise, the remuneration shall be deemed to accrue from day to day.]¹

Directors' expenses

- 46 The directors may be paid all travelling, hotel, and other expenses properly incurred by them in connection with their attendance at meetings of directors or committees of directors or general meetings or separate meetings of the holders of debentures of the company or otherwise in connection with the discharge of their duties.

Directors' appointments and interests

- 47 Subject to the provisions of the Act, the directors may appoint one or more of their number to the office of managing director or to any other executive office under the company and may enter into an agreement or arrangement with any director for his employment by the company or for the provision by him of any services outside the scope of the ordinary duties of a director. Any such appointment, agreement or arrangement may be made upon such terms as the directors determine and they may remunerate any such director for his services as they think fit. Any appointment of a director to an executive office shall terminate if he ceases to be a director but without prejudice to any claim to damages for breach of the contract of service between the director and the company. A managing director and a director holding any other executive office shall not be subject to retirement by rotation.
- 48 Subject to the provisions of the Act, and provided that he has disclosed to the directors the nature and extent of any material interest of his, a director notwithstanding his office:
- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the company or in which the company is otherwise interested;
 - (b) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the company or in which the company is otherwise interested; and
 - (c) shall not, by reason of his office, be accountable to the company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.
- 49 For the purposes of regulation 85:
- (a) a general notice given to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified; and

¹ Will the directors be entitled to any remuneration?

- (b) an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

Directors' gratuities and pensions

- 50 The directors may provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for any director who has held but no longer holds any executive office or employment with the company or with any body corporate which is or has been a subsidiary of the company or a predecessor in business of the company or of any such subsidiary, and for any member of his family (including a spouse and a former spouse) or any person who is or was dependent on him, and may (as well before as after he ceases to hold such office or employment) contribute to any fund and pay premiums for the purchase or provision of any such benefit.

Proceedings of directors

- 51 Subject to the provisions of the articles, the directors may regulate their proceedings as they think fit. A director may, and the secretary at the request of a director shall, call a meeting of the directors. It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. *In the case of an equality of votes, the chairman shall have a second or casting vote.* A director who is also an alternate director shall be entitled in the absence of his appointor to a separate vote on behalf of his appointor in addition to his own vote.
- 52 The quorum for the transaction of the business of the directors may be fixed by the directors and unless so fixed at any other number shall be two. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum.
- 53 The continuing directors or a sole continuing director may act notwithstanding any vacancies in their number, but, if the number of directors is less than the number fixed as the quorum, the continuing directors or director may act only for the purpose of filling vacancies or of *calling a general meeting.*
- 54 Subject to Article 35, the directors may appoint one of their number to be the chairman of the board of directors and may at any time remove him from that office. Unless he is unwilling to do so, the director so appointed shall preside at every meeting of directors at which he is present. But if there is no director holding that office, or if the director holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the directors present may appoint one of their number to be chairman of the meeting.
- 55 All acts done by a meeting of directors, or of a committee of directors, or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote.
- 56 A resolution in writing signed by all the directors entitled to receive notice of a meeting of directors or of a committee of directors shall be as valid and effectual as if it had been passed at a meeting of directors or (as the case may be) a committee of directors duly convened and held and may consist of several documents in the like form each signed by one or more directors; but a resolution signed by an alternate director need not also be signed by his appointor and, if it is signed by a director who has appointed an alternate director, it need not be signed by the alternate director in that capacity.

- 57 A director may vote as a director in regard to any matter in which he has, directly or indirectly, an interest or duty which conflicts or may conflict with the interests of the Company or upon any matter arising thereout, and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such matter is under consideration.
- 58 No third party dealing with the Company shall be concerned to see or enquire whether any director has an interest in any dealings between itself and the Company which ought to be disclosed by that director or whether such interest has been disclosed and shall be entitled to assume, in the absence of express notice to the contrary, that all directors of the Company have complied with section 317 of the Act.

Secretary

- 59 Subject to the provisions of the Act, the secretary shall be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them.

Minutes

- 60 The directors shall cause minutes to be made in books kept for the purpose -
- (a) of all appointments of officers made by the directors; and
 - (b) of all proceedings at meetings of the company and of the directors, and of committees of directors, including the names of the directors present at each such meeting.

The seal

- 61 The seal shall only be used by the authority of the directors or of a committee of directors authorised by the directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a director and by the secretary or by a second director.

Accounts

- 62 No Company Member shall (as such) have any right of inspecting any accounting records or other book or document of the company except as conferred by statute or authorised by the directors or by ordinary resolution of the company.

Notices

- 63 Any notice to be given to or by any person pursuant to the articles (other than a notice calling a meeting of the directors) shall be in writing or shall be given using electronic communications to an address for the time being notified for that purpose to the person giving the notice. In this regulation, "address", in relation to electronic communications, includes any number or address used for the purposes of such communications.
- 64 The company may give any notice to a Company Member either personally or by sending it by post in a prepaid envelope addressed to the Company Member at his registered address or by leaving it at that address or by giving it using electronic communications to an address for the time being notified to the company by the Company Member. A Company Member whose registered address is not within the United Kingdom and who gives to the company an address within the United Kingdom at which notices may be given to him, or an address to which notices may be sent using electronic communications, shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the company. In this regulation and the next, "address", in relation to electronic

communications, includes any number or address used for the purposes of such communications.

- 65 A Company Member present, either in person or by proxy, at any meeting of the company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
- 66 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted or, in the case of a notice contained in an electronic communication, at the expiration of 48 hours after the time it was sent.

Indemnity

- 67 Subject to the provisions of the Act but without prejudice to any indemnity to which a director may otherwise be entitled, every director or other officer or auditor of the company shall be indemnified out of the assets of the company against 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.

Application Form

- 68 To the Board for Terrace Hill Guildford Management Limited

** whose registered office/principal place of business is at [address] applies for membership of Terrace Hill Guildford Management Limited, subject to the provisions of the Memorandum and Articles of Association of the Company. It agrees to pay an amount up to £1 if the company is wound up while it is a member or for up to 12 months after it has left the Company.

Authorised:

Signature:

Name:

Position:

Date:

Name and Address of the Subscribers

Name and address

Signature

Susan Williams
For and on behalf of
DWS Nominees Limited
Five Chancery Lane
Clifford's Inn
London EC4A 1BU



Dated the 7 day of May 2004

WITNESS to the above signatures:-

Sarah Cheesman
One Fleet Place
London EC4M 7WS

