

Number of  
Company }

1183469 //

**Form No. 41**  
(No registration fee payable)

## THE COMPANIES ACTS 1948 to 1967

### Declaration of Compliance with the requirements of the Companies Act 1948 on application for registration of a Company

(Pursuant to Section 15(2) of the Companies Act 1948)

Insert the  
Name of the  
Company

RUSHMOOR COURT (FARNBOROUGH)

LIMITED

Presented by

OYEZ SERVICES LIMITED  
COMPANY DIVISION  
OYEZ HOUSE, P.O. BOX 55  
237 LONG LANE  
LONDON, SE1 4PU

Presenter's Reference.....

32  
I, HOWARD THOMAS

of OVEZ HOUSE. P.O. BOX 55

237 LONG LANE.

LONDON SE1 4PU.

Do solemnly and sincerely declare that I am <sup>(a)</sup> a person named in the

Articles of Association as Secretary.

(a) Here Insert:  
A Solicitor of the  
Supreme Court (or  
in Scotland a  
Solicitor) engaged  
in the formation  
or  
A person named  
in the Articles of  
Association as a  
Director or  
Secretary.

of

RUSHMOOR COURT (FARNBOROUGH)

Limited

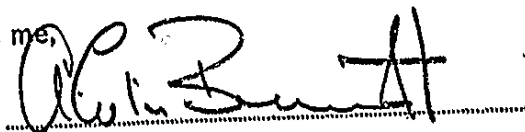
and that all the requirements of the Companies Act 1948 in respect of matters precedent to the registration of the said Company and incidental thereto have been complied with. And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at 11 Breems Buildings  
in the city of London EC4.

the 20th day of August,

one thousand nine hundred and  
seventy four.

Before me,



A Commissioner for Oaths <sup>(b)</sup>

(b) Or  
Notary Public or  
Justice of the  
Peace as the case  
may be.

7804  
The Companies Acts 1948 to 1967

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

of

MS2280 0780

14 050.00

RUSHMOOR COURT (FARNBOROUGH) LIMITED

1183469 13

1. The name of the Company is "RUSHMOOR COURT (FARNBOROUGH) LIMITED.

2. The registered office of the Company will be situate in England.

3. The objects for which the Company is established are:-

(A) To enter into and carry into effect with or without modification a Lease intended to be made between Bryan Owen Roberts of the one part and the company of the other part in the terms of a draft which has been marked "A" and signed for the purposes of identification by the said Bryan Owen Roberts and an Agreement intended to be made between the Company of the one part and the said Bryan Owen Roberts of the other part in the terms of a further draft which has been marked "B" and also signed as afore-said.

(B) To manage, administer and deal with lands, buildings and real property, either on its own account or as trustee, nominee or agent of any other company or person.

(C) To carry on any other trade or business whatsoever which can, in the opinion of the Board of Directors, be advantageously carried on by the Company in connection with or as ancillary to any of the above businesses or the general business of the Company, or further any of its objects.

(D) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind for such con-

1



sideration and on such terms as may be considered expedient.

(E) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above.

(F) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business, and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society.

(G) To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.

(H) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly.

(I) To receive money on deposit or loan upon such terms as the Company may approve, and to guarantee the obligations and contracts of any person or corporation.

(J) To make advances to customers and others with or without security, and upon such terms as the Company may approve, and generally to act as bankers for any person or corporation.

(K) To grant pensions, allowances, gratuities and bonuses to officers, ex-officers, employees or ex-employees of the Company or its predecessors in business or the dependents or connections of such persons, to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory) with a view to providing pensions or other benefits for any such persons as aforesaid, their dependents or connections, and to support or subscribe to any charitable funds or institutions, the support of which

may, in the opinion of the Directors, be calculated directly or indirectly to benefit the Company or its employees, and to institute and maintain any club or other establishment or profit-sharing scheme calculated to advance the interests of the Company or its officers or employees.

(L) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.

(M) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined.

(N) To pay for any property or rights acquired by the Company, either in cash or fully or partly paid-up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.

(O) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.

(P) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.

(Q) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to

advance directly or indirectly the objects or interests of this Company, and to acquire and hold or dispose of shares, stock or securities of and guarantee the payment of the dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.

(R) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on.

(S) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.

(T) To amalgamate with any other company whose objects are or include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.

(U) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.

(V) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise.

(W) To do all such other things as are incidental or conducive to the above objects or any of them.

And it is hereby declared that in the construction of this clause the word "company" except where used in reference to the Company shall be deemed to include any person or partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in Great Britain or elsewhere, and that the objects specified in the different paragraphs of this clause shall, except where otherwise expressed therein, be in nowise limited by reference to any other paragraph or the name of the Company, but may be carried out in as full and

ample a manner and shall be construed in as wide a sense as if each of the said paragraphs defined the objects of a separate, distinct and independent company.

4. The liability of the members is limited. /

5. The share capital of the Company is £100, divided into 100 shares of £1 each. The shares in the original or any increased capital may be divided into several classes, and there may be attached thereto respectively any preferential, deferred or other special rights, privileges, conditions or restrictions as to dividend, capital, voting or otherwise.

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	Number of Shares taken by each Subscriber
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*H. Thomas*  
H. THOMAS,  
Oyez House,  
P.O. Box 55,  
237 Long Lane,  
London SE1 4PU.

ONE

Company Registration Agent.

*A.P. Abidoph*  
A.P. ABIDOPH,  
Oyez House,  
P.O. Box 55,  
237 Long Lane,  
London SE1 4PU.

ONE

Company Registration Agent.

Dated this 19th day of August, 1974.

Witness to the above Signatures:-

*L.J. Old*  
L.J. OLD,  
Oyez House,  
P.O. Box 55,  
237 Long Lane,  
London SE1 4PU.

Company Registration Agent.



The Companies Acts 1948 to 1967

COMPANY LIMITED BY SHARES

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ARTICLES OF ASSOCIATION

of

RUSHMOOR COURT (FARNBOROUGH) LIMITED

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PART I

1. The Company shall forthwith enter into the Lease and the Agreement referred to in clause 3(A) of the Memorandum of Association with such modifications (if any) as the Directors may approve.
2. So long during the continuance of that lease as the Company is the holder of the term created thereby the regulations contained in Part II hereof shall apply to the Company and in the case of any inconsistency between those regulations and any regulations otherwise applicable to the Company the regulations contained in Part II hereof shall during that period prevail provided that in no case shall they operate in such a way that the Company ceases to be a private company.
3. Subject to regulation 2 hereof the regulations contained in Part III hereof shall at all times (whether during the continuance of the said lease or not) apply to the Company.
4. Subject as hereinafter provided and to regulations 2 and 3 hereof, the regulations contained in Parts I and II of Table A in the First Schedule to the Companies Act 1948 (hereinafter called "Table A") shall apply to the Company.

PART II

5. In this Part, except where the context otherwise requires -

(A) "The Head Lease" means the lease referred to in clause 3(A) of the Memorandum of Association.

(B) The expressions "the Head Lessor", "the Estate", "the Flats", "Flat" and "Owner" or "ownership" in relation to a Flat have the meanings respectively assigned to them in the draft lease which has been marked "C" and signed for the purposes of identification by Bryan Owen Roberts.

6. Regulation 3 of Table A, Part II, shall not apply, and accordingly the word "hereinafter" shall be omitted in regulation 2(a) of that Part.

7. Each of the shares in the Company numbered 2 to 9 inclusive shall be allocated to one of the Flats in the manner set out in regulation 13(B) hereof and the share in the Company numbered 1 shall be allocated to the reversion immediately expectant on the determination of the term created by the Head Lease.

8. There shall as soon as may be after the coming into operation of the Head Lease be made such transfers of shares and allotments as will ensure that the Owner of each Flat holds whether by transfer or allotment in respect of that Flat one and only one share in the Company, being the share allocated to that Flat as aforesaid, and that no person who is neither the Owner of a Flat nor entitled to such reversion as aforesaid holds any shares in the Company.

9. If a Flat comes into existence on the Estate after the coming into operation of the Head Lease a share in the Company shall forthwith be allotted to its Owner, but no allotments other than those required by regulation 8 or this regulation shall be made while this Part of these Articles applies.

10. (A) A share shall be transferred and may only be transferred upon or immediately before a change in the ownership of the Flat or reversion in respect of which it is held and to the person becoming or about to become upon such change the Owner of that Flat or entitled to that reversion.

(B) The price to be paid upon the transfer of a share shall in default of agreement between the transferor and transferee be its nominal value.

(C) If the holder of a share refuses or neglects to transfer it in accordance with this regulation the Chairman for the time being of the Directors or, failing him, one of the Directors duly nominated by resolution of the Board for that purpose, shall forthwith be deemed to be the duly appointed attorney of that holder with full power in his name and on his behalf to execute, complete and deliver a transfer of his share to the person to whom it should be transferred hereunder and the Company may receive and give a good discharge for the purchase money and enter the name of the transferee in the register of members as the holder by transfer of that share.

11. If more than one person is jointly the Owner of the Flat or entitled to such reversion as aforesaid those persons shall jointly hold the corresponding share in the Company but shall have only one vote in right of that share, which shall be cast by the holder whose name first appears in the register of members.

12. Until leases of all the Flats have been granted in accordance with the agreement referred to in clause 3(A) of the Memorandum of Association, the provisions of Table A as to the appointment, rotation and removal of Directors shall not apply and the Directors of the Company shall be Bryan Owen Roberts and Jack Barstow.

13. (A) Subject to the proviso to article 14, the members of the Company, other than the holder for the time being of the share numbered 1 shall from time to time and whenever called upon so to do by the Company pay to the Company a one-eighth part of the net amount of all costs and expenses incurred by the Company under the Head Lease or under any lease of a Flat granted by it or any other document to which it is a party dealing with the ownership of a Flat or (without prejudice to the generality of the foregoing) otherwise in relation to the Estate.

(B) The Flat to which each share is allocated shall be as follows:-

<u>Serial number of Share</u>	<u>Number of Flat</u>
2	1
3	2
4	3
5	4
6	5
7	6
8	7
9	8

(C) Each member of the Company shall be entitled (but so long only as he is the Owner of the Flat to which his share is allocated) to take credit against his obligations under this regulation for any sums paid to the Company by him or on his behalf pursuant to any provision contained in a lease of that Flat granted by the Company whereby the lessee is expressed to be under any liability to contribute to any such costs and expenses or to be liable to indemnify the Company against any part thereof or is required to make payments on account of any such liability.

14. If at any time and so long as the effect of this Part of these Articles would (but for this regulation) be to require a share in the Company to be allotted or transferred to or held by the Company then and in every such case this Part of these Articles shall be so interpreted as to substitute for the Company (as regards the allotment or transfer to it or the holding by it of such a share) the Head Lessor and his successors in title, the person or persons for the time being entitled to the reversion immediately expectant on the determination of the term created by the Head Lease, provided that article 13(A) shall not apply to the Head Lessor or his said successors in title in relation to a share at any time after that share is

first held by an Owner of a Flat other than the Head Lessor or his said successors in title.

### PART III

15. In regulation 1 of Table A, Part I, the words "and in any Articles adopting the same" shall be inserted immediately after the word "regulations" where it first occurs.

16. Regulations 3, 5, 24, 40 to 43 inclusive 53, 71, 75, 79, 84, 88, 96 and 97 of Table A, Part I and regulation 5 of Table A, Part II shall not apply to the Company.

### SHARES

17. The shares shall be at the disposal of the Directors, who may allot or otherwise dispose of them, subject to regulation 2 of Table A, Part II, and to the provisions of the next following Article, to such persons at such times and generally on such terms and conditions as they think proper, and provided that no shares shall be issued at a discount, except as provided by section 57 of the Act.

18. Unless otherwise determined by the Company in General Meeting any original shares for the time being unissued and any new shares from time to time to be created shall, before they are issued, be offered to the members in proportion, as nearly as may be, to the number of shares held by them. Such offer shall be made by notice specifying the number of shares offered, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered, the Directors may, subject to these Articles, dispose of the same in such manner as they think most beneficial to the Company. The Directors may, in like manner, dispose of any such new or original shares as aforesaid, which, by reason of the proportion borne by them to the number of persons entitled to such offer as aforesaid, or by reason of any other difficulty in apportioning the same, cannot in the opinion of the Directors be conveniently offered in manner hereinbefore provided.

19. Subject to the provisions of section 58 of the Act, any preference shares may with the sanction of a Special Resolution be issued upon the terms that they are or at the option of the Company are liable to be redeemed.

### LIEN

20. In regulation 11 of Table A, Part I, the words "(not being a fully paid share)" and the words "(other than fully paid shares)" shall be omitted.

## TRANSFER OF SHARES

21. The instrument of transfer of a fully paid share need not be executed by or on behalf of the transferee and regulation 22 of Table A, Part I, shall be modified accordingly.

22. (A) Subject as in these Articles provided, any share may be transferred to any member of the Company, and any share may be transferred by a member to his or her father or mother, or to any lineal descendant of his or her father or mother, or to his or her wife or husband, and any share of a deceased member may be transferred to the widow or widower or any other such relative as aforesaid of such deceased member or may be transferred to or placed in the names of his or her executors or trustees; and in any such circumstances (but subject as aforesaid) regulation 3 of Table A, Part II, shall not apply save to ensure that the number of members shall not exceed the prescribed limit or to prevent a transfer of shares on which the Company has a lien.

(B) A share shall not be transferred otherwise than as provided in paragraph (A) of this Article unless it first be offered to the members at a fair value to be fixed by the Company's Auditors. Any member desiring to sell a share (hereinafter referred to as a "retiring member") shall give notice thereof in writing to the Company (hereinafter referred to as a "sale notice") constituting the Company his agent for the purpose of such sale. No sale notice shall be withdrawn without the Directors' sanction. The Directors shall offer any share comprised in a sale notice to the existing members, and if within twenty-eight days after the sale notice has been given a purchasing member for any share is found, such purchasing member shall be bound to complete the purchase within twenty-one days. Notice of the finding of the purchasing member shall be given to the retiring member, who shall be bound on payment of the fair value to transfer the share to the purchasing member. If the retiring member fails to complete the transfer, the Directors may authorise some person to transfer the share to the purchasing member and may receive the purchase money and register the purchasing member as holder of the share, issuing him a certificate therefor. The retiring member shall deliver up his certificate and shall thereupon be paid the purchase money. If within twenty-eight days after the sale notice has been given the Directors shall not find a purchasing member for the share and give notice accordingly, or if through no default of the retiring member the purchase is not duly completed, the retiring member may at any time within six months after the sale notice was given, but subject to regulation 3 of Table A, Part II, sell such share to any person and at any price.

(C) Any direction (by way of renunciation, nomination or otherwise), by a member entitled to an allotment of shares, to the effect that such shares or any of them be allotted or issued to some person other than himself, shall for the purposes of regulation 3 of Table A, Part II, be deemed to

be a transfer, and the Directors shall accordingly be entitled to decline to register such person as the holder thereof except where he is a person to whom a transfer of shares might be made by the member pursuant to paragraph (A) of this Article.

#### DIRECTORS

23. Unless and until otherwise determined by the Company in General Meeting, the number of the Directors shall not be less than two nor more than five. Bryan Owen Roberts and Jack Barstow shall be the first Directors.

24. If and so long as there shall be one Director only he shall be entitled to exercise all the powers and shall carry out all the duties assigned to Directors and the provisions of these Articles and the regulations of Table A shall be construed accordingly.

25. The words "in General Meeting" shall be inserted after the words "unless the Company" in regulation 78 of Table A, Part I.

#### BORROWING POWERS

26. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

#### POWERS AND DUTIES OF DIRECTORS

27. Any Director or any Company or Firm of which a Director is a member may enter into contracts with the Company and any Director may vote as Director or shareholder in respect of any such contract and retain for his own profits made by him under any such contract: Provided always that unless he is at the time sole Director he must disclose his interest to his co-directors before the contract is entered into, and if he is at the time sole Director, or if all the Directors are interested in the contract, the contract must be entered into by the Company in general meeting, and before the contract is entered into the Director or Directors must disclose his or their interest to the meeting. The above proviso does not apply to the lease or the agreement referred to in clause 3(A) of the Memorandum of Association. A general notice to the Directors given at a meeting of the Directors by any Director to the effect that he is a member of any specified company or firm and is to be regarded as interested in any contract which may thereafter be made with that company or firm shall be deemed a sufficient disclosure of interest in regard to any contract so made.

### DISQUALIFICATION OF DIRECTORS

28. The office of a Director shall be vacated-

- (1) If by notice in writing to the Company he resigns the office of Director.
- (2) If he ceases to be a Director by virtue of section 182 of the Act.
- (3) If he becomes bankrupt or enters into any arrangement with his creditors.
- (4) If he is prohibited from being a Director by an order made under any of the provisions of section 188 of the Act.
- (5) If he becomes of unsound mind.
- (6) If he is removed from office by a resolution duly passed under section 184 of the Act.

29. Any person may be appointed or elected as a Director, whatever may be his age, and no Director shall be required to vacate his office by reason of his attaining or having attained the age of seventy years or any other age.

### REMOVAL OF DIRECTORS

30. In addition and without prejudice to the provisions of section 184 of the Act, the Company may by Extraordinary Resolution remove any Director before the expiration of his period of office, and may by Ordinary Resolution appoint another Director in his stead.

### PROCEEDINGS OF DIRECTORS

31. A Director may from time to time by notice in writing to the Company appoint any person approved by his co-Directors to act as an alternate Director at any meeting of the Board from which he is himself absent, and may in like manner remove any person so appointed from office. An alternate Director so appointed may also be removed from his office by notice in writing to the Company given by the co-Directors of the Director by whom he was appointed. An alternate Director appointed under this Article shall not be required to hold any qualification or be entitled to any remuneration from the Company, but he shall be entitled, while holding office as such, to receive notice of meetings of Directors and to attend and vote thereat in place of and in the absence of the Director appointing him.

### SECRETARY

32. The first Secretary of the Company shall be Howard Thomas.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

*H. Thomas*  
H. THOMAS,  
Oyez House,  
P.O. Box 55,  
237 Long Lane,  
London SE1 4PU.

Company Registration Agent.

*A.P. Abidoph*  
A.P. ABIDOPH,  
Oyez House,  
P.O. Box 55,  
237 Long Lane,  
London SE1 4PU.

Company Registration Agent.

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Dated this 19th day of August, 1974.

Witness to the above Signatures:-

*L.J. Old*  
L.J. OLD,  
Oyez House,  
P.O. Box 55,  
237 Long Lane,  
London SE1 4PU.

Company Registration Agent.





## CERTIFICATE OF INCORPORATION

No. 1183469

I hereby certify that

**RUSHMOOR COURT (FARNEBOROUGH) LIMITED**

is this day incorporated under the Companies Acts 1948 to 1967 and that the Company is Limited.

Given under my hand at London the

9th September 1974

A handwritten signature in cursive script, appearing to read 'N. Taylor'.

**N. TAYLOR**

Assistant Registrar of Companies

DORMANT COMPANY RESOLUTION

NO OF COMPANY 01183469

THE COMPANIES ACT 1985, SECTION 252

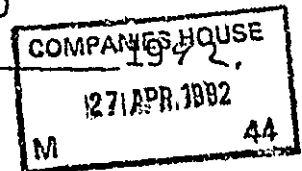
SPECIAL RESOLUTION

OF

RUSHMOOR COURT (FARNBOROUGH) LIMITED

AT A GENERAL MEETING OF THE ABOVE-NAMED COMPANY, HELD  
ON THE 22<sup>ND</sup> DAY OF JANUARY.

THE FOLLOWING SPECIAL RESOLUTION WAS DULY PASSED:-



The accounts of the company for the financial year ending 31 December 1991 having been laid before the company at the meeting, and the company having qualified as small in that year and having been dormant since the end of it, the company resolves to make itself exempt from the obligation to appoint auditors as otherwise required by section 384 of the Companies Act 1985.

SIGNED S. A. Miles

~~DIRECTOR OR SECRETARY~~  
OF COMPANY \_\_\_\_\_

DATE 23.4.92.

DORMANT COMPANY RESOLUTION

NO OF COMPANY 01183469

THE COMPANIES ACT 1985, SECTION 252

SPECIAL RESOLUTION

OF

RUSHMOOR COURT (FARNBOROUGH) LIMITED

AT A GENERAL MEETING OF THE ABOVE-NAMED COMPANY, HELD  
ON THE 20TH DAY OF JANUARY 19 94

THE FOLLOWING SPECIAL RESOLUTION WAS DULY PASSED:-

The accounts of the company for the financial year ending 31 December 1993 having been laid before the company at the meeting, and the company having qualified as small in that year and having been dormant since the end of it, the company resolves to make itself exempt from the obligation to appoint auditors as otherwise required by section 384 of the Companies Act 1985.

SIGNED S. A. Miles

DIRECTOR OR SECRETARY  
OF COMPANY \_\_\_\_\_

DATE 24 2 94

