

**Statutory Declaration of compliance  
with requirements on application  
for registration of a company**Please do not  
write in  
this margin

Pursuant to section 12(3) of the Companies Act 1985

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

To the Registrar of Companies

For official use

For official use

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2451067
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Name of company

\* insert full  
name of Company

*  <b>BOOMBOLD LIMITED</b>
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I, DAVID STEWART HODGSON, signing on behalfof SWIFT INCORPORATIONS LIMITED2 BACHES STREETLONDON N1 6UBdelete 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(2)† and that all the requirements of the above Act in respect of the  
registration of the above company and of matters precedent and incidental to it have been  
complied with,

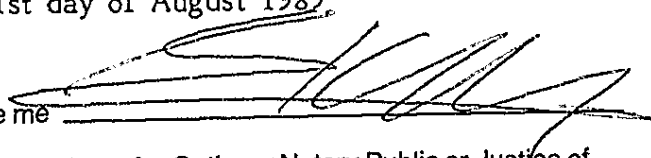
And I make this solemn declaration conscientiously believing the same to be true and by virtue of  
the provisions of the Statutory Declarations Act 1835

Declared at 11, SHIP STREETBRECON,POWYS

Declarant to sign below

The 1st day of August 1989

before me

  
A Commissioner for Oaths or Notary Public or Justice of  
the Peace or Solicitor having the powers conferred on a  
Commissioner for Oaths.

Presentor's name, address and  
reference (if any):

For official use

New Companies Section

Post room

**Statement of first directors  
and secretary and intended  
situation of registered office**

Please do not  
write in  
this margin

Pursuant to section 10 of the Companies Act 1985

To the Registrar of Companies

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

For official use

Name of company

\*

BOOMBOLD LIMITED

\* insert full name  
of company

The intended situation of the registered office of the company on incorporation is as stated below

2 BACHES STREET	
LONDON	
Postcode	N1 6UB

If the memorandum is delivered by an agent for the subscribers of the memorandum please mark 'X' in the box opposite and insert the agent's name and address below



JORDAN & SONS LIMITED	
21 ST THOMAS STREET	
BRISTOL	
Postcode	BS1 6JS

Number of continuation sheets attached (see note 1)

--

Presenter's name, address and  
reference (if any):

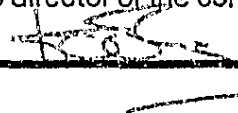
For official use  
General Section

Post room

## DIRECTOR

The name(s) and particulars of the person who is, or the persons who are, to be the first director or directors of the company (note 2) are as follows:

Please do not  
write in  
this margin

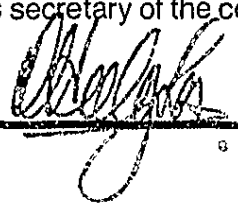
Name (note 3) INSTANT COMPANIES LIMITED		Business occupation COMPANY REGISTRATION AGENT	
Previous name(s) (note 3) NONE		Nationality UK REGISTERED	
Address (note 4) 2 BACHES STREET		Date of birth (where applicable) (note 6)	
LONDON			
Postcode N1 6UB			
Other directorships † NONE			
I consent to act as director of the company named on page 1			
Signature 		(Authorised Signatory) Date 01.08.89.	


† enter particulars  
of other  
directorships  
held or previously  
held (see note 5)  
if this space is  
insufficient use a  
continuation sheet.

## SECRETARY

The name(s) and particulars of the person who is, or the persons who are, to be the first secretary, or joint secretaries, of the company are as follows:

Please do not  
write in  
this margin

Name (notes 3 & 7) SWIFT INCORPORATIONS LIMITED	
Previous name(s) (note 3) NONE	
Address (notes 4 & 7) 2 BACHES STREET	
LONDON	
Postcode	N1 6UB
I consent to act as secretary of the company named on page 1	
Signature 	(Authorised Signatory) Date 01.08.89.

Signature of agent on behalf of subscribers 	Date 01.08.89
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245167



**A PRIVATE COMPANY  
LIMITED BY SHARES**

## **Memorandum and Articles of Association**

1. The Company's name is

**BOOMBOLD LIMITED**

2. The Company's registered office is to be situated in England & Wales.

3. The Company's objects are :-

(a) To carry on all or any of the businesses of general merchants and traders, cash and credit traders, manufacturers' agents and representatives, insurance brokers and consultants, estate and advertising agents, mortgage brokers, financial agents, advisers, managers and administrators, hire purchase and general financiers, brokers and agents, commission agents, importers and exporters, manufacturers, retailers, wholesalers, buyers, sellers, distributors and shippers of, and dealers in all products, goods, wares, merchandise and produce of every description, to participate in, undertake, perform and carry on all kinds of commercial, industrial, trading and financial operations and enterprises; to carry on all or any of the businesses of marketing and business consultants, advertising agents and contractors, general storekeepers, warehousemen, discount traders, mail order specialists, railway, shipping and forwarding agents, shippers, traders, capitalists and financiers either on the Company's own account or otherwise, printers and publishers; haulage and transport contractors, garage proprietors, operators, hirers and letters on hire of, and dealers in motor and other vehicles, craft, plant, machinery, tools and equipment of all kinds; and to purchase or otherwise acquire and take over any businesses or undertakings which may be deemed expedient, or to become interested in, and to carry on or dispose of, remove or put an end to the same or otherwise deal with any such businesses or undertakings as may be thought desirable.

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21

(b) 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.

(c) To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.

(d) To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.

(e) To acquire or undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.

(f) 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.

(g) 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.

(h) To lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company), to enter into guarantees, contracts of indemnity and suretieships 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 (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid).

(i) 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), including its uncalled capital, 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.

(j) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of

exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.

(k) To apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.

(l) 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.

(m) To subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world.

(n) To control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies.

(o) To promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.

(p) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.

(q) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts.

(r) To remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment to him or them of shares or other securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.

(s) 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, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares or other securities of the Company.

(t) To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its Directors or employees, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company, or any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants; and to set up, establish, support and maintain profit sharing or share purchase schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or fellow subsidiary company and to lend money to any such employees or to trustees on their behalf to enable any such purchase schemes to be established or maintained.

(u) Subject to and in accordance with a due compliance with the provisions of Sections 155 to 158 (inclusive) of the Act (if and so far as such provisions shall be applicable), to give, whether directly or indirectly, any kind of financial assistance (as defined in Section 152(1)(a) of the Act) for any such purpose as is specified in Section 151(1) and/or Section 151(2) of the Act.

(v) To distribute among the Members of the Company in kind any property of the Company of whatever nature.

(w) To procure the Company to be registered or recognised in any part of the world.

(x) 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.

(y) 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 each 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.

4. The liability of the Members is limited.

5. The Company's share capital is £1000 divided into 1000 shares of £1 each.

We, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum; and we agree to take the number of shares shown opposite our respective names.

Names and Addresses of Subscribers	Number of shares taken by each Subscriber
------------------------------------	---

For and on behalf of 1. Instant Companies Limited 2 Baches Street London N1 6UB	- One
--	-------

For and on behalf of 2. Swift Incorporations Limited 2 Baches Street London N1 6UB	- One
---	-------

Total shares taken - Two

Dated 01.08.89.

Witness to the above signatures, Terry Jayne  
2 Baches Street  
London N1 6UB

# THE COMPANIES ACT 1985

## PRIVATE COMPANY LIMITED BY SHARES

### ARTICLES OF ASSOCIATION

#### 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 (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) In these Articles the expression "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.

#### ALLOTMENT OF SHARES

2. (a) Shares which are comprised in the authorised share capital with which the Company is incorporated shall be under the control of the Directors who may (subject to Section 80 of the Act and to paragraph (d) below) allot, grant options over or otherwise dispose of the same, to such persons, on such terms and in such manner as they think fit.

(b) All shares which are not comprised in the authorised share capital with which the Company is incorporated and which the Directors propose to issue shall first be offered to the Members in proportion as nearly as may be to the number of the existing shares held by them respectively unless the Company in General Meeting shall by Special Resolution otherwise direct. The offer shall be made by notice specifying the number of shares offered, and limiting a period (not being less than fourteen days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period, those shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the said period, accepted all the shares offered to them; such further offer shall be made in like terms in the same manner and limited by a like period as the original offer. Any shares not accepted pursuant to such offer or further offer as aforesaid or not capable of being offered as aforesaid except by way of fractions and any shares released from the provisions of this Article by any such Special Resolution as aforesaid shall be under the control of the Directors, who may allot, grant options over or otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit, provided that, in the case of shares not accepted as aforesaid, such shares shall not be disposed of on terms which are more favourable to the subscribers thereof than the terms on which they were offered to the Members. The foregoing provisions of this paragraph (b) shall have effect subject to Section 80 of the Act.

(c) In accordance with Section 91(1) of the Act Sections 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to the Company.

(d) The Directors are generally and unconditionally authorised for the purposes of Section 80 of the Act, to exercise any power of the Company to allot and grant rights to subscribe for or convert securities into shares of the Company up to the amount of the authorised share capital with which the Company is incorporated at any time or times during the period of five years from the date of incorporation and the Directors may, after that period, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company within that

period. The authority hereby given may at any time (subject to the said Section 80) be renewed, revoked or varied by Ordinary Resolution of the Company in General Meeting.

#### SHARES

3. The lien conferred by Clause 8 in Table A shall attach also to fully paid-up shares, and the Company shall also have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the Company. Clause 8 in Table A shall be modified accordingly.

4. The liability of any Member in default in respect of a call shall be increased by the addition at the end of the first sentence of Clause 18 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

#### GENERAL MEETINGS AND RESOLUTIONS

5. (a) A notice convening a General Meeting shall be required to specify the general nature of the business to be transacted only in the case of special business and Clause 38 in Table A shall be modified accordingly.

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.

(b) 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; and notices of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Directors and to the Auditors for the time being of the Company.

6. (a) Clause 40 in Table A shall be read and construed as if the words "at the time when the Meeting proceeds to business" were added at the end of the first sentence.

(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) Clause 41 in Table A shall not apply to the Company.

#### APPOINTMENT OF DIRECTORS

7. (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 there shall be no maximum number of Directors and the minimum number of Directors shall be one. Whenever the minimum number of the Directors shall be one, a sole Director shall have authority to exercise all the powers and discretions by Table A and by these Articles expressed to be vested in the Directors generally, and Clause 89 in Table A shall be modified accordingly.

(c) The Directors shall not be required to retire by rotation and Clauses 73 to 80 (Inclusive) in Table A shall not apply to the Company.

(d) No person 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 person for appointment, together with notice executed by that person of his willingness to be appointed.

(e) Subject to paragraph (d) above, the Company may by Ordinary Resolution in General Meeting appoint any person who is willing to act to be a Director, either to fill a vacancy or as an additional Director.

(f) The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, 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

8. 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 subject (in the case of any security convertible into shares) to Section 80 of the Act to grant any mortgage, charge or standard security over 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.

#### ALTERNATE DIRECTORS

9. (a) 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.

(b) A Director, or any such other person as is mentioned in Clause 65 in Table A, 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

10. The office of a Director shall be vacated if 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 AND PENSIONS

11. (a) The Directors may exercise the powers of the Company conferred by Clause 3(t) 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.

#### PROCEEDINGS OF DIRECTORS

12. (a) A Director may vote, at any meeting of the Directors or of any committee of the Directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution as aforesaid his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting.

(b) Clauses 94 to 97 (Inclusive) in Table A shall not apply to the Company.

#### INDEMNITY

13. (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 144 or 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.

#### TRANSFER OF SHARES

14. The Directors may, in their absolute discretion and without assigning any reason therefor, decline to register the transfer of a share, whether or not it is a fully paid share, and the first sentence of Clause 24 in Table A shall not apply to the Company.

#### Names and Addresses of Subscribers

For and on behalf of  
1. Instant Companies Limited  
2 Baches Street  
London N1 6UB

For and on behalf of  
2. Swift Incorporations Limited  
2 Baches Street  
London N1 6UB

Dated 01.08.89

Witness to the above signatures, Terry Jayne  
2 Baches Street  
London N1 6UB



FILE COPY



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

No. 2451067

I hereby certify that

**BOOMBOLD LIMITED**

is this day incorporated under the Companies Act 1985 as  
a private company and that the Company is limited.

Given under my hand at the Companies Registration Office,  
Cardiff the 11 DECEMBER 1989

*M. Rose*  
M. ROSE

an authorised officer

**THE COMPANIES ACT 1985**

**COMPANY NUMBER 2451067**

**SPECIAL RESOLUTION OF**

**BOOMBOLD LIMITED**

We, the undersigned, INSTANT COMPANIES LIMITED and SWIFT INCORPORATIONS LIMITED, being all the Members for the time being of the above-named Company entitled to receive notice of and to attend and vote at General Meetings HEREBY PASS the following resolution as a Special Resolution and agree that the said resolution shall, pursuant to Clause 53 in Table A (which Clause is embodied in the Articles of Association of the Company), for all purposes be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held.

It is resolved:

That the Memorandum of Association of the Company be altered by deleting sub-clause (a) of Clause 3 and by substituting therefor the following new sub-clause:

(a) To acquire by purchase, lease, exchange or otherwise for development, investment or resale and to traffic in land and house and other property of any tenure or any interest therein, and to create, reserve, sell and deal in freehold and leasehold ground rents, and to make advances upon the security of land or house or other property or any interest therein, and whether erected or in course of erection, and whether on first mortgage or subject to a prior mortgage or mortgages; and generally to deal in, traffic by way of sale, lease, exchange or otherwise with land and house property and any other property (whether real or personal) and to turn the same to account as may seem expedient, and in particular by laying out streets, roads, and squares, constructing, sewers and draining, planting, paving and preparing building sites, and by constructing, reconstructing, altering, repairing, improving, decorating, furnishing, and maintaining houses, flats, bungalows, offices, factories, warehouses, wharves, buildings, works and conveniences of all kinds, and by consolidating or connecting or subdividing properties, and by leasing and disposing of the same, and by advancing money to and entering into contracts with builders, tenants and others; and to manage any land, buildings or other property as aforesaid, whether belonging to the Company or not, and to collect rents and income, and to supply to tenants and occupiers catering and other services and all conveniences and amenities commonly required therewith; to acquire and take over businesses or undertakings of all kinds, and to carry on, or dispose of, remove or put an end to the same or otherwise deal with the same as may seem expedient; and to carry on all or any of the businesses of building and civil engineering contractors, land, estate and property developers, repairers and jobbers, estate agents and managers, mortgage and insurance brokers and agents, surveyors, valuers and auctioneers, general farmers, builders' merchants, plant hire specialists and contractors, merchants of, and dealers in plant, machinery, vehicles and appliances of all kinds, painters, decorators and plumbers, haulage and transport contractors, electricians and general engineers.

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continued...

Dated this 15th day of December 1989

Signed

  
\_\_\_\_\_  
(AUTHORISED SIGNATORY OF INSTANT COMPANIES LIMITED)

  
\_\_\_\_\_  
(AUTHORISED SIGNATORY OF SWIFT INCORPORATIONS LIMITED)

JORDAN & SONS LTD  
21 ST. THOMAS ST.  
BRISTOL, BS1 6JS

350390 (2451067)

# THE COMPANIES ACT 1985

2451067

## CERTIFICATION

### PRIVATE COMPANY LIMITED BY SHARES

WE HEREBY CERTIFY that this print incorporates all alterations made to this company's Memorandum of Association by filed resolutions and is lodged in compliance with the requirements of section 18 of the Companies Act 1985.

28/12/89

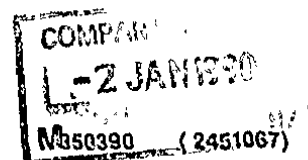
### MEMORANDUM OF ASSOCIATION OF

### BOOMBOLD LIMITED

1. The Company's name is "BOOMBOLD LIMITED".
2. The Company's registered office is to be situated in England & Wales.
3. The Company's objects are :-

(a) To acquire by purchase, lease, exchange or otherwise for development, investment or resale and to traffic in land and house and other property of any tenure or any interest therein, and to create, reserve, sell and deal in freehold and leasehold ground rents, and to make advances upon the security of land or house or other property or any interest therein, and whether erected or in course of erection, and whether on first mortgage or subject to a prior mortgage or mortgages; and generally to deal in, traffic by way of sale, lease, exchange or otherwise with land and house property and any other property (whether real or personal) and to turn the same to account as may seem expedient, and in particular by laying out streets, roads, and squares, constructing, sewers and draining, planting, paving and preparing building sites, and by constructing, reconstructing, altering, repairing, improving, decorating, furnishing, and maintaining houses, flats, bungalows, offices, factories, warehouses, wharves, buildings, works and conveniences of all kinds, and by consolidating or connecting or subdividing properties, and by leasing and disposing of the same, and by advancing money to and entering into contracts with builders, tenants and others; and to manage any land, buildings or other property as aforesaid, whether belonging to the Company or not, and to collect rents and income, and to supply to tenants and occupiers catering and other services and all conveniences and amenities commonly required therewith; to acquire and take over businesses or undertakings of all kinds, and to carry on, or dispose of, remove or put an end to the same or otherwise deal with the same as may seem expedient; and to carry on all or any of the businesses of building and civil engineering contractors, land, estate and property developers, repairers and jobbers, estate agents and managers, mortgage and insurance brokers and agents, surveyors, valuers and auctioneers, general farmers, builders' merchants, plant hire specialists and contractors, merchants of, and dealers in plant, machinery, vehicles and appliances of all kinds, painters, decorators and plumbers, haulage and transport contractors, electricians and general engineers.

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(b) 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.

(c) To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.

(d) To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.

(e) To acquire or undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.

(f) 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.

(g) 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.

(h) To lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the 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 (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid).

(i) 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), including its uncalled capital, 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.

(j) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.

(k) To apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.

(l) 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.

(m) To subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world.

(n) To control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies.

(o) To promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.

(p) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.

(q) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts.

(r) To remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment to him or them of shares or other securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.

(s) 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, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares or other securities of the Company.

(t) To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its Directors or employees, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company, or any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants; and to set up, establish, support and maintain profit sharing or share purchase schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or fellow subsidiary company and to lend money to any such employees or to trustees on their behalf to enable any such purchase schemes to be established or maintained.

(u) Subject to and in accordance with a due compliance with the provisions of Sections 155 to 158 (inclusive) of the Act (if and so far as such provisions shall be applicable), to give, whether directly or indirectly, any kind of financial assistance (as defined in Section 152(1)(a) of the Act) for any such purpose as is specified in Section 151(1) and/or Section 151(2) of the Act.

(v) To distribute among the Members of the Company in kind any property of the Company of whatever nature.

(w) To procure the Company to be registered or recognised in any part of the world.

(x) 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.

(y) 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 each 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.

4. The liability of the Members is limited.
5. The Company's share capital is £1000 divided into 1000 shares of £1 each.

#### **CERTIFICATION**

WE HEREBY CERTIFY that this print incorporates all alterations made to this company's Articles of Association by filed resolutions and is lodged in compliance with the requirements of section 18 of the Companies Act 1985

28/12/89

## **THE COMPANIES ACT 1985**

### **PRIVATE COMPANY LIMITED BY SHARES**

### **ARTICLES OF ASSOCIATION**

#### **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 (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) In these Articles the expression "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.

#### **ALLOTMENT OF SHARES**

2. (a) Shares which are comprised in the authorised share capital with which the Company is incorporated shall be under the control of the Directors who may (subject to Section 80 of the Act and to paragraph (d) below) allot, grant options over or otherwise dispose of the same, to such persons, on such terms and in such manner as they think fit.

(b) All shares which are not comprised in the authorised share capital with which the Company is incorporated and which the Directors propose to issue shall first be offered to the Members in proportion as nearly as may be to the number of the existing shares held by them respectively unless the Company in General Meeting shall by Special Resolution otherwise direct. The offer shall be made by notice specifying the number of shares offered, and limiting a period (not being less than fourteen days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period, those shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the said period, accepted all the shares offered to them; such further offer shall be made in like terms in the same manner and limited by a like period as the original offer. Any shares not accepted pursuant to such offer or further offer as aforesaid or not capable of being offered as aforesaid except by way of fractions and any shares released from the provisions of this

Article by any such Special Resolution as aforesaid shall be under the control of the Directors, who may allot, grant options over or otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit, provided that, in the case of shares not accepted as aforesaid, such shares shall not be disposed of on terms which are more favourable to the subscribers therefor than the terms on which they were offered to the Members. The foregoing provisions of this paragraph (b) shall have effect subject to Section 80 of the Act.

(c) In accordance with Section 91(1) of the Act Sections 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to the Company.

(d) The Directors are generally and unconditionally authorised for the purposes of Section 80 of the Act, to exercise any power of the Company to allot and grant rights to subscribe for or convert securities into shares of the Company up to the amount of the authorised share capital with which the Company is incorporated at any time or times during the period of five years from the date of incorporation and the Directors may, after that period, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company within that period. The authority hereby given may at any time (subject to the said Section 80) be renewed, revoked or varied by Ordinary Resolution of the Company in General Meeting.

#### SHARES

3. The lien conferred by Clause 8 in Table A shall attach also to fully paid-up shares, and the Company shall also have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the Company. Clause 8 in Table A shall be modified accordingly.

4. The liability of any Member in default in respect of a call shall be increased by the addition at the end of the first sentence of Clause 18 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

#### GENERAL MEETINGS AND RESOLUTIONS

5. (a) A notice convening a General Meeting shall be required to specify the general nature of the business to be transacted only in the case of special business and Clause 38 in Table A shall be modified accordingly.

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.

(b) 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; and notices of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Directors and to the Auditors for the time being of the Company.

6. (a) Clause 40 in Table A shall be read and construed as if the words "at the time when the Meeting proceeds to business" were added at the end of the first sentence.

(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) Clause 41 in Table A shall not apply to the Company.

#### APPOINTMENT OF DIRECTORS

7. (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 there shall be no maximum number of Directors and the minimum number of Directors shall be one. Whosoever the minimum number of the Directors shall be one, a sole Director shall have authority to exercise all the powers and discretions by Table A and by these Articles expressed to be vested in the Directors generally, and Clause 89 in Table A shall be modified accordingly.



(c) The Directors shall not be required to retire by rotation and Clauses 73 to 80 (inclusive) in Table A shall not apply to the Company.

(d) No person 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 person for appointment, together with notice executed by that person of his willingness to be appointed.

(e) Subject to paragraph (d) above, the Company may by Ordinary Resolution in General Meeting appoint any person who is willing to act to be a Director, either to fill a vacancy or as an additional Director.

(f) The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, 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

8. 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 subject (in the case of any security convertible into shares) to Section 80 of the Act to grant any mortgage, charge or standard security over 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.

#### ALTERNATE DIRECTORS

9. (a) 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.

(b) A Director, or any such other person as is mentioned in Clause 65 in Table A, 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

10. The office of a Director shall be vacated if 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 AND PENSIONS

11. (a) The Directors may exercise the powers of the Company conferred by Clause 3(t) 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.

#### PROCEEDINGS OF DIRECTORS

12. (a) A Director may vote, at any meeting of the Directors or of any committee of the Directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution as aforesaid his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting.

(b).Clauses 94 to 97 (inclusive) in Table A shall not apply to the Company.

## INDEMNITY

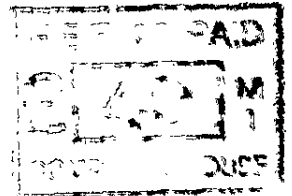
13. (a) Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him 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 144 or 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.

## TRANSFER OF SHARES

14. The Directors may in their absolute discretion and without assigning any reason therefore, decline to register the transfer of a share, whether or not it is a fully paid share, and the first sentence of Clause 24 in Table A shall not apply to the Company.

20/2



Company Number: 2451067

THE COMPANIES ACT 1985

Company Limited by Shares

SPECIAL RESOLUTION

OF

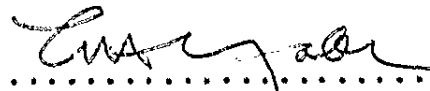
BOOMBOLD LIMITED

Passed 31st January 1990

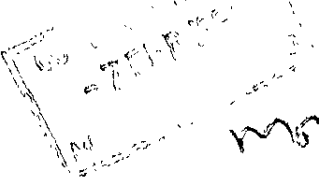
On 31st January 1990 by a Resolution in Writing signed by all the Members of the Company on or before that date (being as valid and effective as if the Resolution had been passed at a General Meeting of the Company duly convened and held) the following Resolution was passed as a Special Resolution, namely:-

SPECIAL RESOLUTION

THAT with the sanction of the Department of Trade the name of the Company be changed to 35 BELSIZE PARK GARDENS LIMITED

  
.....  
For and on behalf of  
Quickness Limited



  
ms/r 240/  
107330

FILE COPY



**CERTIFICATE OF INCORPORATION  
ON CHANGE OF NAME**

No. 2451067

I hereby certify that

**BOOMBOLD LIMITED**

having by special resolution changed its name,  
is now incorporated under the name of

**35 BELSIZE PARK GARDENS LIMITED**

Given under my hand at the Companies Registration Office,  
Cardiff the 20 FEBRUARY 1990

*A. M. Evans.*  
A. M. EVANS

an authorised officer

# G

COMPANIES FORM No. 224

## Notice of accounting reference date (to be delivered within 6 months of incorporation)

# 224

Please do not  
write in  
this margin

Pursuant to section 224 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

1 1 1 1

2452067

Name of company

\* Insert full name  
of company

\* 35 BELSIZE PARK GARDENS LIMITED

gives notice that the date on which the company's accounting reference period is to be treated as coming to an end in each successive year is as shown below:

Important  
The accounting  
reference date to  
be entered along-  
side should be  
completed as in the  
following examples:

Day Month

3 1 1 2

5 April  
Day Month

0 5 0 4

30 June  
Day Month

3 0 0 6

31 December  
Day Month

3 1 1 2

For and on behalf of  
Excellet Investments Limited.

Signed

[Director][Secretary]† Date

27-3-90

Presenter's name address and  
reference (if any): SJJ

JAKES & LEWIS  
2 SOUTH SQUARE  
GRAY'S INN  
LONDON  
WC1R 5HR

For official Use  
General Section

Post room  
COMPANIES - USE  
30 MAR 1990  
M

**G**

COMPANIES FORM No. 122

**122****Notice of consolidation, division,  
sub-division, redemption or  
cancellation of shares, or conversion,  
re-conversion of stock into shares**Please do not  
write in  
this margin

Pursuant to section 122 of the Companies Act 1985

Please complete  
legibly, preferably  
in black type, or  
bold black letteringTo the Registrar of Companies  
(Address overleaf)

For official use

Company number

[ ] [ ] [ ]

245176

Name of company

35 BELSIZE PARK GARDENS LIMITED

\* insert full name  
of company

gives notice that:

BY ORDINARY RESOLUTION PASSED 27-3-90 994 OF THE ORDINARY  
SHARES OF THE COMPANY WHICH HAD NOT BEEN TAKEN OR AGREED TO BE TAKEN  
BY ANY PERSON WERE CANCELLED AND THE SHARE CAPITAL WAS THUS DIMINISHED  
BY £994.00 TO £6.00

† Insert  
Director,  
Secretary,  
Administrator,  
Administrative  
Receiver or  
Receiver  
(Scotland) as  
appropriateFor and on behalf of  
Excellet Investments Limited.  
Designation: SECRETARY

Signed

Date 27-3-90

Presentor's name address and  
reference (if any): SJJJAQUES & LEWIS  
2 SOUTH SQUARE  
GRAY'S INN  
LONDON  
WC1R 5HRFor official Use  
General Section

Post room

COMPANIES HOUSE  
30 MAR 1990

45

Company Number: 2451067

THE COMPANIES ACT 1985  
Company Limited by Shares

---

ORDINARY AND SPECIAL RESOLUTIONS

of

35 BELSIZE PARK GARDENS LIMITED

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Passed 27<sup>th</sup> March 1990

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On 27<sup>th</sup> March 1990 by a Resolution in Writing signed by all the Members of the Company on or before that date (being as valid and effective as if the Resolution had been passed at a General Meeting of the Company duly convened and held) the following Resolutions were passed, number 1 as an Ordinary Resolution, and numbers 2 and 3 as Special Resolutions, namely:-

ORDINARY RESOLUTION

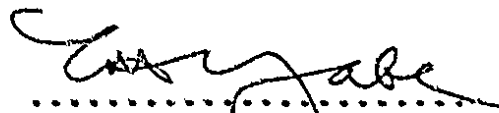
1 THAT 994 of the Ordinary Shares in the Capital of the Company which have not been taken or agreed to be taken by any person be cancelled and that the share capital be thus diminished by £994.00 to £6.00.

SPECIAL RESOLUTIONS

2 THAT the objects of the Company be altered by deleting the whole of paragraph 3 of its Memorandum of Association and substituting in place thereof the new clause 3 set out in the print attached.

3. THAT the Articles of Association as set out in the print attached be adopted as the Articles of Association of the Company in place of the existing Articles of Association.



  
.....  
For and on behalf of  
Quickness Limited

35 BELSIZE PARK GARDENS LIMITED

NEW OBJECTS CLAUSE

3. The objects for which the Company is established are;

- (1) To acquire and hold the freehold property known as 35 Belsize Park Gardens in the London Borough of Camden ("the Property") and to hold the same for the benefit of the six residential flats comprised therein.
- (2) To control, supervise, maintain and manage the Property and to collect the rents and income therefrom and supply services to the lessees and occupiers of the flats comprised therein and to enter into such arrangements and contracts and do all such acts, documents and things as shall seem necessary or desirable in connection with such objects and activities.
- (3) To further the common interest of the lessees of the Property and to consult with and consider the views of the lessees about any proposed act or omission by the Company affecting or which might affect the common interests of the lessees.
- (4) To purchase, sell, take on lease or licence or exchange or otherwise dispose of acquire and hold for any estate or interest any lands, buildings, machinery, rights, choses in action and any other legal and personal property of any kind as may be necessary or convenient in



connection with the foregoing upon such terms and conditions as the Company may think fit.

- (5) To administrate, improve, repair, develop all or any part of the Property (and any after acquired property) primarily as residential flats or ancillary thereto and to enter into or join in any agreement relating to the said property.
- (6) To carry on any other activity and do anything of any nature which may seem to the Company capable of being conveniently carried on or done by the Company in connection with the above, or may seem to the Company calculated directly or indirectly to benefit the Company.
- (7) To borrow and raise money and to secure or discharge any debt or obligation of or binding on the Company in such manner as may be thought fit and in particular by mortgages and charges upon the undertaking and all or any of the property and assets (present and future) and the uncalled capital of the Company, or by the creation and issue on such terms as may be thought expedient of securities of any description.
- (8) To draw, make, accept, indorse, discount, execute and issue promissory notes, bills of exchange, and other negotiable or transferable instruments.
- (9) To invest and deal with moneys of the Company not immediately required in or upon such investments (other than shares in the Company) in such manner as may from time to time seem expedient.

- (10) To purchase, acquire, promote or assist in promoting any company or companies in any part of the world whether for cash or otherwise and to purchase, acquire or subscribe for shares therein or other securities thereof for the purpose of carrying on any business which the Company is authorised to carry on for any other purpose which may seem directly or indirectly calculated to benefit the Company.
- (11) To pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company, any company promoted by the Company and the issue of the capital of the Company and any such other company of and incidental to the negotiations between the promoters preliminary to the formation of the Company, and also all costs and expenses of and incidental to the accomplishment of all or any formalities which the Company may think necessary or proper in connection with any of the matters aforesaid.
- (12) To insure with any other company against losses, damages, risks and liabilities of all kinds which may affect the Company.
- (13) To act as directors or managers of or to appoint directors or managers of any subsidiary company or of any other company in which the Company is or may be interested.

- (14) 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 the word "company" in this clause shall (except where referring to the Company) 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 the intention is that the objects specified in each paragraph of this clause shall, except if at all where otherwise expressed, be in no way limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company, or the order in which such objects are stated, but may be carried out in full and ample manner and shall be construed in as wide a sense as if each of the said paragraphs defined the objects of a separate and independent company.

No: 2451049

The Companies Act 1985

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Private Company Limited by Shares

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ARTICLES OF ASSOCIATION

(Adopted by Special Resolution  
passed on 1990)

of

35 Belsize Park Gardens Limited

---

1. In these Articles:-

"The Act" means the Companies Act 1985

"Table A" means 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

"Flat" means a flat comprised in the Property

"Owner" means in respect of each Flat the person or persons for the time being having the benefit as lessee or assignee of a lease of a Flat from the Company; wherever two or more persons are for the time being joint lessees or assignees of a lease of a Flat they shall assume the shares allocated to that Flat jointly and for the purpose of these Articles shall constitute one Owner and the person whose name first appears in the register of members shall exercise the voting and the other powers of such Owner; wherever one or more persons has for the time being the benefit of a lease from the Company of more than one Flat, he or they shall be considered a separate Owner in respect of each such Flat

"Property" means the freehold property situate at and known as 35 Belsize Park Gardens London NW3.

2. The Regulations contained in Table A shall apply to the Company except in so far as they are excluded, modified or added to by or are inconsistent with these Articles.

#### PRIVATE COMPANY

3. The Company is a private company and accordingly any invitation to the public to subscribe for any shares or debentures is prohibited.

4. The Company shall not have power to issue share warrants to bearer.

#### CAPITAL

5. The capital of the Company at the date of adoption of these Articles is £6 divided into 6 Ordinary Shares of £1 each.

#### SHARES

6. No person other than an Owner may own beneficially or be registered as holder of any share in the Company. Shares in the Company shall be transferred to Owners of Flats in the following manner:

<u>Flat</u>	<u>Number of Shares</u>
1	1
2	1
3	1
4	1
5	1
6	1

7. (1) Shares may be issued only to Owners in the proportions set out in Article 6 above.

(2) Subject to any direction to the contrary which may be given by that Company in General Meeting, and to the provisions of these Articles the Directors have authority to allot shares on such terms as they think fit but so that no shares shall be issued at a discount. Such authority shall

remain in force for a period of five years from the date of adoption of these Articles and thereafter provided this authority is renewed from time to time by the company in General Meeting in accordance with Sections 80 and 380 of the Act. The maximum amount of the relevant securities (as defined in Section 80(2) of the Act) that may be allotted by the Directors pursuant to this authority shall be the amount of the unissued nominal share capital of the Company at the date of adoption of these Articles.

#### LIEN

8. The Company shall have a first and paramount lien on every share for all monies (whether presently payable or not) called or payable at a fixed time in respect of that share, and the Company shall also have a first and paramount lien on all shares (whether or not fully paid) registered in the name of any person (whether solely or jointly with others) for all monies presently payable by him or his estate to the Company. The Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien on a share shall extend to all dividends and distributions payable thereon.

#### CONVEYANCE OF PROPERTY

9. (i) Each Owner shall include in a contract for the transfer or assignment of the lease of a Flat a clause that the person or persons about to become upon such transfer or assignment the Owner of such Flat will accept a transfer of the Owner's shares in the Company and will become a member of the Company.
- (ii) Such a clause shall be in all material respects in the following form (or in a form which the directors may approve):-
- "the Purchaser shall on Completion
- (i) accept a transfer from the Vendor of one Ordinary share of £1 in the capital of 35 Belsize Park Gardens Limited (registration number 2451049);

- (ii) sign a copy of the Articles of Association of 35 Belsize Park Gardens Limited in confirmation of acceptance of their provisions and of his obligations and liabilities thereunder;
- (iii) use his best endeavours to be registered as a member of such company within 30 days of Completion."

#### TRANSFER OF SHARES

10. (1) Shares shall be transferred simultaneously with a transfer or an assignment of the lease of a Flat in respect of which they are held and to the person or persons about to become upon such transfer or assignment the Owner of such Flat provided that the Directors may refuse the registration of any transfer of shares if the Company has a lien on any shares comprised therein and if there are any moneys due and owing from the proposed transferor or his estate to the Company.

(2) The Directors may require the production of such evidence as they may think fit for the purpose of satisfying themselves beyond reasonable doubt that the foregoing provisions of this Article have been complied with and that Article 6 has not been infringed before registering any proposed transfer of a share.

11. If at any time and for any reason whatsoever the Directors are satisfied that any share is registered in the name of a person who is not the Owner of a Flat or if any person becomes entitled to a share by reason of the death or bankruptcy of a member without at the same time becoming the Owner of a Flat the Directors may give notice in writing to such shareholder or the person becoming entitled as aforesaid (or in the case of a personal representative of the deceased member not being a joint holder of the share to such personal representative) requiring him or them to transfer such share at the nominal value thereof to the appropriate Flat Owner and if the share shall not be so transferred within one month

after such notice has been given the Directors may at any time thereafter appoint any person to execute in the name and on behalf of the registered holder or other person entitled to transfer the share a transfer thereof to the appropriate Flat Owner who shall on payment to the Company of the nominal value thereof be entered on the register as the holder of such share. The receipt by the Company of the sale price of the share so registered shall be a good discharge of the purchaser thereof and the Company shall hold such sale price in trust for the transferor who shall be bound to deliver up the relative share certificate to the Company and upon such delivery shall be entitled to receive the sale price without interest but subject to deduction of any expenses incurred by the Company in relation to such a transfer and of any monies then owing by such shareholder or by the deceased or bankrupt shareholder as the case may be to that Company. In the event of it being impracticable to transfer a share to which the aforesaid provisions of this clause apply by reason of failure on the part of the appropriate Flat Owner to pay the purchase price therefor or any other reason then the Directors may procure the share in question to be transferred to another member or members of the Company and in such case the provisions of Article 6 shall apply thereto. Any action taken by the Directors or by any person appointed by them in pursuance of this clause shall be binding upon the registered holder of the share in question and all persons claiming under him and all persons having an interest in the share.

12. If at any time but for this regulation the provisions of these Articles would require shares in the Company to be allotted or transferred to or held by the Company then and in every such case such shares may be allotted or transferred to or held by such a member or members of the Company as the Directors may in their absolute discretion determine and shall be so held by him in trust for all the members for the time being of the Company.

13. The Directors shall refuse any transfer of shares made in contravention of the provisions of these Articles.



#### GENERAL MEETINGS

14. The powers of consolidation, division, sub-division and cancellation of the share capital of the Company conferred by Regulation 32 of Table A shall be exercised by Special Resolution.

15. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the Meeting proceeds to business. A quorum shall be four members present in person or by proxy.

16. Regulation 41 of Table A shall not apply to the Company. If a quorum is not present at any General Meeting then the relevant meeting shall be adjourned to the same day one week thereafter at the same time and place and if a quorum is not present within half an hour of the time appointed the members present, in person or by proxy shall be a quorum.

17. (1) Subject to the provisions of these Articles, on a show of hands each Owner present in person shall have one vote and on a poll each Owner present in person or by proxy shall have one vote for every Flat owned by him.

(2) Notwithstanding any other provision of these Articles, the Company shall not without the unanimous consent of the Owners sell assign transfer or dispose in any way of the whole or any part of the Property.

18. A poll may be demanded at any General Meeting by the Chairman or by any Owner present in person or by proxy and entitled to vote. Regulation 46 of Table A is modified accordingly.

19. A resolution in writing signed by all the Owners for the time being entitled to receive notice of and to attend and vote at General Meetings shall be as effective as if the same had been passed at a General Meeting of the Company duly convened and held. In the case of a corporation, the resolution may be signed on its behalf by a Director thereof or by its authorised representative.

20. The Chairman of any General Meeting shall not be entitled to a second or casting vote on a show of hands or on a poll

#### DIRECTORS

21. The Owner of each Flat shall be entitled to appoint one Director and shall be entitled to remove from office any Director appointed by him and to appoint another Director in the place of any Director appointed by him who for any reason ceases to be a Director. Every such appointment or removal shall be in writing signed by or on behalf of the Owner concerned and shall take effect upon delivery at the registered office of the Company or to the Secretary or on production to a Meeting of the Directors. Subject to any appointment made pursuant to Article 34 below, each Director shall have one vote for each Flat in respect of which he has been so appointed by the Owner of that Flat.

22. No remuneration shall be paid to any Director. The Directors may repay to any Director out of the funds of the Company all such reasonable expenses he may incur exclusively in the business of the Company which have been previously authorised by a Special Resolution.

23. Subject to such disclosure as is required by Section 317 of the Act a Director may vote as a Director in regard to any contract, matter or arrangement in which he is interested, whether or not the Director is a party to the same and if he shall so vote his vote shall be counted and he shall be counted in a quorum when any such contract, matter or arrangement is under consideration.

24. All books maintained pursuant to Regulation 100 of Table A and all books of account of the Company should be available for inspection by any member at any reasonable times by prior appointment with the Secretary.

25. Regulation 81 of Table A shall not (save as hereinafter repeated) apply to the Company. The office of Director shall be vacated:

- (a) if he resigns his office by notice in writing to the Company; or

- (b) if he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (c) if he becomes prohibited from being a Director by reason of any order made under Sections 1-5 of the Company Directors Disqualification Act 1986; or
- (d) if he becomes of unsound mind; or
- (e) if he is otherwise duly removed from office; or
- (f) if he ceases to be a Member of the Company or to be the Director duly appointed by a Member of the Company.

No Director shall vacate his office or be ineligible for re-election, nor shall any person be ineligible for appointment as a Director, by reason only of his attaining or having attained any particular age.

26. The Directors shall not be subject to retirement by rotation. Regulations 73 to 80 of Table A shall not apply to the Company.

27. Three weeks' notice of every Meeting of Directors shall be given to each Director of the Company or his alternate Director, including Directors and alternate Directors who may for the time being have given addresses outside the United Kingdom and Regulation 88 of Table A shall be amended accordingly.

28. The quorum necessary for the transaction of the business of the Directors shall be three.

29. If within half an hour from the time appointed for a Meeting of Directors a quorum is not present, the Meeting shall stand adjourned to that same day one week thereafter at the same time and place and if at the adjourned Meeting a quorum is not present within half an hour from the time appointed for the Meeting the Meeting shall stand further adjourned to the same day one week thereafter at the same time and place. If at the further adjourned Meeting the quorum specified in Article 28 is not present within half an hour from the time appointed for the Meeting the Meeting shall lapse.

30. A Director may, and on the requisition of a Director the Secretary shall, at any time summon a Meeting of the Directors. It shall be necessary to give notice of a Meeting of Directors to each Director or his alternate including any Director or his alternate for the time being absent from the United Kingdom.

31. Any director (including an alternate director) may participate in a meeting of the director or a committee of directors of which he is a member by means of telephone or similar communicating equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be treated as attendance thereat.

32. In regulation 93 of Table A "writing" shall be deemed to include telex, telegram, cable, facsimile, electronic mail and any other method of communication. Writing in legible form, and a document communicated by such method need not be signed by the director by whom it would otherwise be signed.

33. The continuing Directors may at any time act notwithstanding any vacancy in their body, but if the number of Directors shall at any time be reduced to less than the minimum number fixed by or in accordance with these Articles or the number fixed by these Articles as the quorum for meetings of the Directors, the continuing Directors or Director may act for the purpose only of summoning a General Meeting of the Company.

34. The Company shall not without the prior consent of all the Directors:

- (a) create any fixed or floating charge or other encumbrance over the whole or any part of the undertaking, property or assets of the Company.
- (b) borrow any sum;
- (c) make any loan or advance or give any credit;
- (d) give any guarantee or indemnity to secure the liabilities or obligations of any person;
- (e) enter into any contract, arrangement or commitment involving expenditure on capital

account or the realisation of capital assets if the amount or the aggregate amount of such expenditure or realisation by the Company would exceed £1,000 in any one year or in relation to any one project, and for the purpose of this paragraph the aggregate amount payable under any agreement for hire, hire purchase or purchase on credit sale or conditional sale terms shall be deemed to be capital expenditure incurred in the year in which such agreement is entered into.

#### ALTERNATE DIRECTORS

35. A Director may from time to time by an instrument in writing under his hand deposited at the registered office of the Company appoint any other person to be his alternate and remove any alternate so appointed from office. Every alternate shall be entitled to attend and vote as a Director at any Meeting of the Directors at which the Director appointing him is not personally present and generally to act in his place at all such Meetings and in all proceedings in which and on all occasions on which the Director appointing him shall not personally act and, if he is also a Director, he shall be entitled in the absence of the Director appointing him to a separate vote on behalf of that Director in addition to his own vote. Every alternate shall be an officer of the Company and shall not be deemed to be the agent of the Director appointing him and shall, except as to remuneration, be subject in all respects to the terms and conditions existing with reference to the other Directors. If a Director shall cease to hold the office of Director, the appointment of his alternate shall thereupon cease.

#### CAPITALISATION OF PROFITS

36. The words "The directors may with the authority of a special resolution of the Company" shall be substituted for the words "The directors may with the authority of an ordinary resolution of the Company" in the first line of Regulation 110 of Table A.

#### NOTICES

37. Notice of every General Meeting shall be given to every Member at his registered address, whether or not such address is within the United Kingdom and Regulations 112 of Table A shall be modified accordingly and the words "within the United Kingdom" appearing in Regulation 116 of Table A shall be deleted.

38. The Company may give any notice to be given pursuant to these Articles by sending it, where possible, by telex, telegram, cable, facsimile, electronic mail or other method of communicating writing in legible form and a notice communicated in such manner shall be deemed to be given at the time it is delivered or would in that normal course be delivered to the person to whom it is addressed. Regulations 111, 112 and 115 of Table A shall be amended accordingly.

#### INDEMNITY

39. Subject always to the provisions of Section 310 of the Act, in Regulation 118 of Table A there shall be inserted immediately after the words "indemnified out of the assets of the company against" and before the words "any liability incurred by him..." the words "all losses and liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including".

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NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

---

1.       Instant Companies Limited  
          2 Baches Street  
          London N1 6UB
  
2.       Swift Incorporations Limited  
          2 Baches Street,  
          London N1 6UB

Dated this 1st day of August 1989

Witness to the above Signatures:

Terry Jayne  
2 Baches Street  
London N1 6UB

COMPANY NUMBER: 2451049<sup>427</sup>

THE COMPANIES ACT 1985

A PRIVATE COMPANY LIMITED BY SHARES

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MEMORANDUM AND ARTICLES OF ASSOCIATION

OF

35 BELSIZE PARK GARDENS LIMITED

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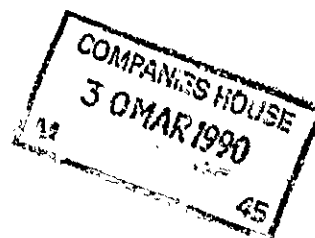
INCORPORATED ON THE 11TH DAY OF DECEMBER 1989

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JAQUES & LEWIS

2 SOUTH SQUARE,  
GRAY'S INN,  
LONDON, WC1A 5HR

TELEPHONE: 01-242 9755





The Companies Act 1985

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Private Company Limited by Shares

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MEMORANDUM OF ASSOCIATION

of

35 BELSIZE PARK GARDENS LIMITED

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1. The name of the Company is "35 BELSIZE PARK GARDENS LIMITED"\*..
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are;\*\*
  - (1) To acquire and hold the freehold property known as 35 Belsize Park Gardens in the London Borough of Camden ("the Property") and to hold the same for the benefit of the six residential flats comprised therein.

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\* The name of the Company changed from BOOMBOLD LIMITED on 20th February 1990.

\*\* Clause 3 was amended by Special Resolution passed on 27th March 1990.

- (2) To control, supervise, maintain and manage the Property and to collect the rents and income therefrom and supply services to the lessees and occupiers of the flats comprised therein and to enter into such arrangements and contracts and do all such acts, documents and things as shall seem necessary or desirable in connection with such objects and activities.
- (3) To further the common interest of the lessees of the Property and to consult with and consider the views of the lessees about any proposed act or omission by the Company affecting or which might affect the common interests of the lessees.
- (4) To purchase, sell, take on lease or licence or exchange or otherwise dispose of acquire and hold for any estate or interest any lands, buildings, machinery, rights, chose in action and any other legal and personal property of any kind as may be necessary or convenient in connection with the foregoing upon such terms and conditions as the Company may think fit.
- (5) To administrate, improve, repair, develop all or any part of the Property (and any after acquired property) primarily as residential flats or ancillary thereto and to enter into or join in any agreement relating to the said property.
- (6) To carry on any other activity and do anything of any nature which may seem to the Company capable of being conveniently

carried on or done by the Company in connection with the above, or may seem to the Company calculated directly or indirectly to benefit the Company.

- (7) To borrow and raise money and to secure or discharge any debt or obligation of or binding on the Company in such manner as may be thought fit and in particular by mortgages and charges upon the undertaking and all or any of the property and assets (present and future) and the uncalled capital of the Company, or by the creation and issue on such terms as may be thought expedient of securities of any description.
- (8) To draw, make, accept, indorse, discount, execute and issue promissory notes, bills of exchange, and other negotiable or transferable instruments.
- (9) To invest and deal with moneys of the Company not immediately required in or upon such investments (other than shares in the Company) in such manner as may from time to time seem expedient.
- (10) To purchase, acquire, promote or assist in promoting any company or companies in any part of the world whether for cash or otherwise and to purchase, acquire or subscribe for shares therein or other securities thereof for the purpose of carrying on any business which the Company is authorised to carry on for any other purpose which may seem directly or indirectly calculated to benefit the Company.

- (11) To pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company, any company promoted by the Company and the issue of the capital of the Company and any such other company of and incidental to the negotiations between the promoters preliminary to the formation of the Company, and also all costs and expenses of and incidental to the accomplishment of all or any formalities which the Company may think necessary or proper in connection with any of the matters aforesaid.
- (12) To insure with any other company against losses, damages, risks and liabilities of all kinds which may affect the Company.
- (13) To act as directors or managers of or to appoint directors or managers of any subsidiary company or of any other company in which the Company is or may be interested.
- (14) 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 the word "company" in this clause shall (except where referring to the Company) 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 the intention is that the objects specified in each paragraph of this clause shall, except if at all where otherwise expressed, be in no way limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company, or the order in which such objects are stated, but may be carried out in full and ample manner and shall be construed in as wide a sense as if each of the said paragraphs defined the objects of a separate and independent company.

4. The liability of the Members is limited.

5. The share capital of the Company is £6, divided into 6 Ordinary Shares of £1 each\*\*\*

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Notes

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The share capital of the Company was reduced from £1000 to £6 pursuant to an Ordinary Resolution passed on 27th March 1990.

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 or capital of the Company set opposite our respective names.

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NAMES, ADDRESSES AND DESCRIPTION OF SUBSCRIBERS	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER
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---

Instant Companies Limited  
2 Baches Street  
London N1 6UB

ONE

Swift Incorporations Limited  
2 Baches Street,  
London N1 6UB

ONE

Total Shares

TWO

---

Dated the 1st day of August 1989

Witness to the above Signatures:

Terry Jayne  
2 Baches Street  
London N1 6UB

The Companies Act 1985

---

Private Company Limited by Shares

---

ARTICLES OF ASSOCIATION

(Adopted by Special Resolution  
passed on 1990)

of

35 Belsize Park Gardens Limited

---

1. In these Articles:-

"The Act" means the Companies Act 1985

"Table A" means 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

"Flat" means a flat comprised in the Property

"Owner" means in respect of each Flat the person or persons for the time being having the benefit as lessee or assignee of a lease of a Flat from the Company; where'er two or more persons are for the time being joint lessees or assignees of a lease of a Flat they shall assume the shares allocated to that Flat jointly and for the purpose of these Articles shall constitute one Owner and the person whose name first appears in the register of members shall exercise the voting and the other powers of such Owner; wherever one or more persons has for the time being the benefit of a lease from the Company of more than one Flat, he or they shall be considered a separate Owner in respect of each such Flat

"Property" means the freehold property situate at and known as 35 Belsize Park Gardens London NW3.

2. The Regulations contained in Table A shall apply to the Company except in so far as they are excluded, modified or added to by or are inconsistent with these Articles.

#### PRIVATE COMPANY

3. The Company is a private company and accordingly any invitation to the public to subscribe for any shares or debentures is prohibited.

4. The Company shall not have power to issue share warrants to bearer.

#### CAPITAL

5. The capital of the Company at the date of adoption of these Articles is £6 divided into 6 Ordinary Shares of £1 each.

#### SHARES

6. No person other than an Owner may own beneficially or be registered as holder of any share in the Company. Shares in the Company shall be transferred to Owners of Flats in the following manner:

<u>Flat</u>	<u>Number of Shares</u>
1	1
2	1
3	1
4	1
5	1
6	1

7. (1) Shares may be issued only to Owners in the proportions set out in Article 6 above.

(2) Subject to any direction to the contrary which may be given by that Company in General Meeting, and to the provisions of these Articles the Directors have authority to allot shares on such terms as they think fit but so that no shares shall be issued at a discount. Such authority shall



remain in force for a period of five years from the date of adoption of these Articles and thereafter provided this authority is renewed from time to time by the company in General Meeting in accordance with Sections 80 and 380 of the Act. The maximum amount of the relevant securities (as defined in Section 80(2) of the Act) that may be allotted by the Directors pursuant to this authority shall be the amount of the unissued nominal share capital of the Company at the date of adoption of these Articles.

#### LIEN

8. The Company shall have a first and paramount lien on every share for all monies (whether presently payable or not) called or payable at a fixed time in respect of that share, and the Company shall also have a first and paramount lien on all shares (whether or not fully paid) registered in the name of any person (whether solely or jointly with others) for all monies presently payable by him or his estate to the Company. The Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien on a share shall extend to all dividends and distributions payable thereon.

#### CONVEYANCE OF PROPERTY

9. (i) Each Owner shall include in a contract for the transfer or assignment of the lease of a Flat a clause that the person or persons about to become upon such transfer or assignment the Owner of such Flat will accept a transfer of the Owner's shares in the Company and will become a member of the Company.
- (ii) Such a clause shall be in all material respects in the following form (or in a form which the directors may approve):-
- "the Purchaser shall on Completion
- (i) accept a transfer from the Vendor of one Ordinary share of £1 in the capital of 35 Belsize Park Gardens Limited (registration number 2451049);

- (ii) sign a copy of the Articles of Association of 35 Belsize Park Gardens Limited in confirmation of acceptance of their provisions and of his obligations and liabilities thereunder;
- (iii) use his best endeavours to be registered as a member of such company within 30 days of Completion."

#### TRANSFER OF SHARES

10. (1) Shares shall be transferred simultaneously with a transfer or an assignment of the lease of a Flat in respect of which they are held and to the person or persons about to become upon such transfer or assignment the Owner of such Flat provided that the Directors may refuse the registration of any transfer of shares if the Company has a lien on any shares comprised therein and if there are any moneys due and owing from the proposed transferor or his estate to the Company.

(2) The Directors may require the production of such evidence as they may think fit for the purpose of satisfying themselves beyond reasonable doubt that the foregoing provisions of this Article have been complied with and that Article 6 has not been infringed before registering any proposed transfer of a share.

11. If at any time and for any reason whatsoever the Directors are satisfied that any share is registered in the name of a person who is not the Owner of a Flat or if any person becomes entitled to a share by reason of the death or bankruptcy of a member without at the same time becoming the Owner of a Flat the Directors may give notice in writing to such shareholder or the person becoming entitled as aforesaid (or in the case of a personal representative of the deceased member not being a joint holder of the share to such personal representative) requiring him or them to transfer such share at the nominal value thereof to the appropriate Flat Owner and if the share shall not be so transferred within one month

after such notice has been given the Directors may at any time thereafter appoint any person to execute in the name and on behalf of the registered holder or other person entitled to transfer the share a transfer thereof to the appropriate Flat Owner who shall on payment to the Company of the nominal value thereof be entered on the register as the holder of such share. The receipt by the Company of the sale price of the share so registered shall be a good discharge of the purchaser thereof and the Company shall hold such sale price in trust for the transferor who shall be bound to deliver up the relative share certificate to the Company and upon such delivery shall be entitled to receive the sale price without interest but subject to deduction of any expenses incurred by the Company in relation to such a transfer and of any monies then owing by such shareholder or by the deceased or bankrupt shareholder as the case may be to that Company. In the event of it being impracticable to transfer a share to which the aforesaid provisions of this clause apply by reason of failure on the part of the appropriate Flat Owner to pay the purchase price therefor or any other reason then the Directors may procure the share in question to be transferred to another member or members of the Company and in such case the provisions of Article 6 shall apply thereto. Any action taken by the Directors or by any person appointed by them in pursuance of this clause shall be binding upon the registered holder of the share in question and all persons claiming under him and all persons having an interest in the share.

12. If at any time but for this regulation the provisions of these Articles would require shares in the Company to be allotted or transferred to or held by the Company then and in every such case such shares may be allotted or transferred to or held by such a member or members of the Company as the Directors may in their absolute discretion determine and shall be so held by him in trust for all the members for the time being of the Company.

13. The Directors shall refuse any transfer of shares made in contravention of the provisions of these Articles.

#### GENERAL MEETINGS

14. The powers of consolidation, division, sub-division and cancellation of the share capital of the Company conferred by Regulation 32 of Table A shall be exercised by Special Resolution.

15. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the Meeting proceeds to business. A quorum shall be four members present in person or by proxy.

16. Regulation 41 of Table A shall not apply to the Company. If a quorum is not present at any General Meeting then the relevant meeting shall be adjourned to the same day one week thereafter at the same time and place and if a quorum is not present within half an hour of the time appointed the members present, in person or by proxy shall be a quorum.

17. (1) Subject to the provisions of these Articles, on a show of hands each Owner present in person shall have one vote and on a poll each Owner present in person or by proxy shall have one vote for every Flat owned by him.

(2) Notwithstanding any other provision of these Articles, the Company shall not without the unanimous consent of the Owners sell assign transfer or dispose in any way of the whole or any part of the Property.

18. A poll may be demanded at any General Meeting by the Chairman or by any Owner present in person or by proxy and entitled to vote. Regulation 46 of Table A is modified accordingly.

19. A resolution in writing signed by all the Owners for the time being entitled to receive notice of and to attend and vote at General Meetings shall be as effective as if the same had been passed at a General Meeting of the Company duly convened and held. In the case of a corporation, the resolution may be signed on its behalf by a Director thereof or by its authorised representative.

20. The Chairman of any General Meeting shall not be entitled to a second or casting vote on a show of hands or on a poll

#### DIRECTORS

21. The Owner of each Flat shall be entitled to appoint one Director and shall be entitled to remove from office any Director appointed by him and to appoint another Director in the place of any Director appointed by him who for any reason ceases to be a Director. Every such appointment or removal shall be in writing signed by or on behalf of the Owner concerned and shall take effect upon delivery at the registered office of the Company or to the Secretary or on production to a Meeting of the Directors. Subject to any appointment made pursuant to Article 34 below, each Director shall have one vote for each Flat in respect of which he has been so appointed by the Owner of that Flat.

22. No remuneration shall be paid to any Director. The Directors may repay to any Director out of the funds of the Company all such reasonable expenses he may incur exclusively in the business of the Company which have been previously authorised by a Special Resolution.

23. Subject to such disclosure as is required by Section 317 of the Act a Director may vote as a Director in regard to any contract, matter or arrangement in which he is interested, whether or not the Director is a party to the same and if he shall so vote his vote shall be counted and he shall be counted in a quorum when any such contract, matter or arrangement is under consideration.

24. All books maintained pursuant to Regulation 100 of Table A and all books of account of the Company should be available for inspection by any member at any reasonable times by prior appointment with the Secretary.

25. Regulation 81 of Table A shall not (save as hereinafter repeated) apply to the Company. The office of Director shall be vacated:

- (a) if he resigns his office by notice in writing to the Company; or

- (b) if he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (c) if he becomes prohibited from being a Director by reason of any order made under Sections 1-5 of the Company Directors Disqualification Act 1986; or
- (d) if he becomes of unsound mind; or
- (e) if he is otherwise duly removed from office; or
- (f) if he ceases to be a Member of the Company or to be the Director duly appointed by a Member of the Company.

No Director shall vacate his office or be ineligible for re-election, nor shall any person be ineligible for appointment as a Director, by reason only of his attaining or having attained any particular age.

26. The Directors shall not be subject to retirement by rotation. Regulations 73 to 80 of Table A shall not apply to the Company.

27. Three weeks' notice of every Meeting of Directors shall be given to each Director of the Company or his alternate Director, including Directors and alternate Directors who may for the time being have given addresses outside the United Kingdom and Regulation 88 of Table A shall be amended accordingly.

28. The quorum necessary for the transaction of the business of the Directors shall be three.

29. If within half an hour from the time appointed for a Meeting of Directors a quorum is not present, the Meeting shall stand adjourned to that same day one week thereafter at the same time and place and if at the adjourned Meeting a quorum is not present within half an hour from the time appointed for the Meeting the Meeting shall stand further adjourned to the same day one week thereafter at the same time and place. If at the further adjourned Meeting the quorum specified in Article 28 is not present within half an hour from the time appointed for the Meeting the Meeting shall lapse.

30. A Director may, and on the requisition of a Director the Secretary shall, at any time summon a Meeting of the Directors. It shall be necessary to give notice of a Meeting of Directors to each Director or his alternate including any Director or his alternate for the time being absent from the United Kingdom.

31. Any director (including an alternate director) may participate in a meeting of the director or a committee of directors of which he is a member by means of telephone or similar communicating equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be treated as attendance thereat.

32. In regulation 93 of Table A "writing" shall be deemed to include telex, telegram, cable, facsimile, electronic mail and any other method of communicating writing in legible form, and a document communicated by such method need not be signed by the director by whom it would otherwise be signed.

33. The continuing Directors may at any time act notwithstanding any vacancy in their body, but if the number of Directors shall at any time be reduced to less than the minimum number fixed by or in accordance with these Articles or the number fixed by these Articles as the quorum for meetings of the Directors, the continuing Directors or Director may act for the purpose only of summoning a General Meeting of the Company.

34. The Company shall not without the prior consent of all the Directors:

- (a) create any fixed or floating charge or other encumbrance over the whole or any part of the undertaking, property or assets of the Company.
- (b) borrow any sum;
- (c) make any loan or advance or give any credit;
- (d) give any guarantee or indemnity to secure the liabilities or obligations of any person;
- (e) ~~enter~~ into any contract, arrangement or commitment involving expenditure on capital

account or the realisation of capital assets if the amount or the aggregate amount of such expenditure or realisation by the Company would exceed £1,000 in any one year or in relation to any one project, and for the purpose of this paragraph the aggregate amount payable under any agreement for hire, hire purchase or purchase on credit sale or conditional sale terms shall be deemed to be capital expenditure incurred in the year in which such agreement is entered into.

#### ALTERNATE DIRECTORS

35. A Director may from time to time by an instrument in writing under his hand deposited at the registered office of the Company appoint any other person to be his alternate and remove any alternate so appointed from office. Every alternate shall be entitled to attend and vote as a Director at any Meeting of the Directors at which the Director appointing him is not personally present and generally to act in his place at all such Meetings and in all proceedings in which and on all occasions on which the Director appointing him shall not personally act and, if he is also a Director, he shall be entitled in the absence of the Director appointing him to a separate vote on behalf of that Director in addition to his own vote. Every alternate shall be an officer of the Company and shall not be deemed to be the agent of the Director appointing him and shall, except as to remuneration, be subject in all respects to the terms and conditions existing with reference to the other Directors. If a Director shall cease to hold the office of Director, the appointment of his alternate shall thereupon cease.

#### CAPITALISATION OF PROFITS

36. The words "The directors may with the authority of a special resolution of the Company" shall be substituted for the words "The directors may with the authority of an ordinary resolution of the Company" in the first line of Regulation 110 of Table A.



### NOTICES

37. Notice of every General Meeting shall be given to every Member at his registered address, whether or not such address is within the United Kingdom and Regulations 112 of Table A shall be modified accordingly and the words "within the United Kingdom" appearing in Regulation 116 of Table A shall be deleted.

38. The Company may give any notice to be given pursuant to these Articles by sending it, where possible, by telex, telegram, cable, facsimile, electronic mail or other method of communicating writing in legible form and a notice communicated in such manner shall be deemed to be given at the time it is delivered or would in that normal course be delivered to the person to whom it is addressed.

Regulations 111, 112 and 115 of Table A shall be amended accordingly.

### INDEMNITY

39. Subject always to the provisions of Section 310 of the Act, in Regulation 118 of Table A there shall be inserted immediately after the words "indemnified out of the assets of the company against" and before the words "any liability incurred by him..." the words "all losses and liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including".

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NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

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1.       Instant Companies Limited  
          2 Baches Street  
          London N1 6UB
  
2.       Swift Incorporations Limited  
          2 Baches Street,  
          London N1 6UB

Dated this 1st day of August 1989

Witness to the above Signatures:

Terry Jayne  
2 Baches Street  
London N1 6UB