



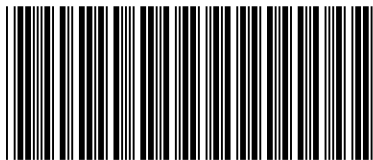
## CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 5021955

The Registrar of Companies for England and Wales hereby certifies that  
**THE SYCAMORES MANAGEMENT COMPANY (BOOKHAM) LTD**

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

Given at Companies House, Cardiff, the 21st January 2004



N05021955U



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —



*Companies House*

— *for the record* —

Electronic statement of compliance  
with requirements on application  
for registration of a company  
pursuant to section 12(3A) of the  
Companies Act 1985

Company number

5021955

Company name

THE SYCAMORES MANAGEMENT COMPANY  
(BOOKHAM) LTD

I,

LONDON LAW SECRETARIAL LIMITED

of

MARQUESS COURT  
69 SOUTHAMPTON ROW  
LONDON  
ENGLAND  
WC1B 4ET

a

person named as a secretary of the company in the  
statement delivered to the registrar of companies  
under section 10(2) of the Companies Act 1985

make the following statement of compliance in pursuance of section  
12(3A) of the Companies Act 1985

Statement:

I hereby state that all the requirements of the  
Companies Act 1985 in respect of the registration of  
the above company and of matters precedent and  
incidental to it have been complied with.

Confirmation of electronic delivery of information

This statement of compliance was delivered to the registrar of companies  
electronically and authenticated in accordance with the registrar's  
direction under section 707B of the Companies Act 1985.

WARNING: The making of a false statement could result in liability to  
criminal prosecution



**Companies House**

— for the record —

**10(ef)**

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



XONYWRXQ

Received for filing in Electronic Format on the: **21/01/2004**

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*Company Name  
in full:* **THE SYCAMORES MANAGEMENT  
COMPANY (BOOKHAM) LTD**

*Proposed Registered  
Office:* **MARQUESS COURT  
69 SOUTHAMPTON ROW  
LONDON  
ENGLAND  
WC1B 4ET**

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*memorandum delivered by an agent for the subscriber(s):* **Yes**

*Agent's Name:* **THE LONDON LAW AGENCY LIMITED**  
*Agent's Address:* **69 SOUTHAMPTON ROW  
LONDON  
WC1B 4ET**

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*Company Secretary*

*Name* **LONDON LAW SECRETARIAL LIMITED**

*Address:* **MARQUESS COURT  
69 SOUTHAMPTON ROW  
LONDON  
ENGLAND  
WC1B 4ET**

*Consented to Act:* **Y** *Date authorised* **21/01/2004** *Authenticated:* **Y**

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*Director 1:*

*Name* **LONDON LAW SERVICES LIMITED**

*Address:* **MARQUESS COURT  
69 SOUTHAMPTON ROW  
LONDON  
ENGLAND  
WC1B 4ET**

*Business occupation:* **LIMITED COMPANY**

*Consented to Act:* **Y** *Date authorised* **21/01/2004** *Authenticated:* **Y**

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*Authorisation*

*Authoriser Designation:* **SUBSCRIBER** *Date Authorised:* **21/01/2004** *Authenticated:* **Yes**

THE COMPANIES ACT 1985

AND

THE COMPANIES ACT 1989

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A PRIVATE COMPANY LIMITED BY SHARES

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MEMORANDUM OF ASSOCIATION

OF

**THE SYCAMORES MANAGEMENT COMPANY (BOOKHAM) LIMITED**

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1. The Company's name is "**THE SYCAMORES MANAGEMENT COMPANY (BOOKHAM) LIMITED**".

2. The Company's Registered Office is to be situated in England and Wales.

3. The Company's objects are:-

(a) To undertake the management administration maintenance and upkeep of the foul drain and pumping equipment, the electric gates, the lighting of the private roadway, the upkeep and maintenance of the communal landscaped areas and fencing and the payment of all electricity charges relating thereto situate at The Sycamores, formerly 146 and land to the rear of 144, 148 and 150 Lower Road, Bookham, Surrey for the benefit of the residents of Sycamore House and the three bungalows comprised within the Sycamores development and in connection with any of the foregoing matters to engage and employ such servants, agents, builders, engineers and other persons and to pay the rates, taxes and all other outgoings in relation to the common parts situate at the Sycamores.

(b) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the above objects, or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property.

(c) To purchase or by other means acquire and take options over any freehold, leasehold or other real or personal property for any estate or interest whatever, and any rights or privileges of any kind over or in respect of any real or personal 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 promoting 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 both real and personal.

(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 such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and of all kinds, to receive money on deposit or loan upon such terms as the Company may approve and to become security for any persons, firms or companies.

(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 and hold shares or other interests in or securities of any other company having objects altogether or in part similar to those of the Company or carrying on any business capable of being carried on so as directly or indirectly to benefit the Company or enhance the value of any of its property and to co-ordinate, finance and manage the businesses and operations of any company in which the Company holds any such interest.

(n) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub contracts, and also to act in any of the businesses of the Company through or by means of agents, brokers, sub contractors, or others.

(o) 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.

(p) 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.

(q) 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 of any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or of 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.

(r) 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.

(s) 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.

(t) To distribute among the Members of the Company in kind any property of the Company of any kind.

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

(v) 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.

(w) 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.

The objects set forth in each sub-clause of this clause shall be restrictively construed but the widest interpretation shall be given thereto, and they shall not, 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 from the terms of any other sub-clause or by the name of the Company. None of such sub-clauses or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause but the Company shall have as full a power to exercise all or any of the objects conferred by and provided in each of the said sub-clauses as if each sub-clause contained the objects of a separate company.

4. The income and property whatsoever and wheresoever derived of the Company shall be applied solely towards the promotion of the objects of the Company as herein set forth and no part thereof shall be paid or transferred either directly or indirectly by way of dividend, bonus or otherwise herein contained shall prevent the payment in good faith of remuneration to any director, officer or servant of the Company or to any member of the Company in return for services rendered to the Company.

5. The liability of the Members is limited.

6. The Company's share capital is £60 divided into 6 shares of £10 each.



WE, the Subscriber 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.

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<b>NAMES AND ADDRESSES OF SUBSCRIBER</b>	<b>Number of Shares taken by each Subscriber</b>
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<b>LONDON LAW SERVICES LIMITED</b> 69 Southampton Row London WC1B 4ET	<b>2 "A" Ordinary Shares</b>
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<b>Total Shares taken</b>	<b>2 "A" Ordinary Shares</b>
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**Dated the 21<sup>st</sup> day of January 2004**

THE COMPANIES ACT 1985

AND

THE COMPANIES ACT 1989

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A PRIVATE COMPANY LIMITED BY SHARES

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ARTICLES OF ASSOCIATION

OF

**THE SYCAMORES MANAGEMENT COMPANY (BOOKHAM) LIMITED**

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**PRELIMINARY**

1. Subject as hereinafter provided the Regulations contained in or made applicable by Table A in the Companies (Table A to F) Regulations 1985 (hereinafter called "Table A") shall apply to the Company but in case of any variation or inconsistency between these Articles and Table A, these Articles shall prevail.

2. Regulations 23, 24, 40, 54, 64, 94, 95, 73 to 75 inclusive, 102 to 108 inclusive, and 109 of Table A shall not apply to the Company but the Articles hereinafter contained and the remaining Regulations contained in or made applicable by Table A (subject to any modifications herein) shall constitute the Regulations of the Company.

3. In Regulation 1 of Table A between the words "Regulations" and "the Act" the words "and in any Articles adopting the same" shall be inserted.

4. In these Articles, except where the context otherwise requires, the following words shall have the following meanings:-

"the properties" means Sycamore House and the bungalows referred to in clause 3(a)(i) of the Memorandum of Association of the Company.

"owner" in reference to any of the properties means any person or corporation who possesses or is entitled to acquire a freehold or leasehold interest in any of the properties, any successor in title to any such person or corporation and personal representatives of any such person.

"ownership" in relation to a property shall have a corresponding meaning.

## **CAPITAL AND SHARES**

5. The share capital of the Company is £60 divided into two "A" Ordinary Shares of £10 each (hereinafter called "A" Shares) and four "B" Ordinary Shares of £10 each (hereinafter called "B" Shares). Subject to the provisions hereof and to any directions given by the meeting sanctioning any increase of capital any shares in the capital of the Company other than those constituting the original capital of the Company shall be under the control of the directors who may for a period of five years from the date of incorporation of the Company allot and dispose of them in their discretion.

6. The Company may from time to time by Special Resolution increase the share capital by such sum to be divided into shares of such amount as the Resolution shall prescribe and may by Ordinary Resolution prescribe the manner in which such new shares shall be issued. In Resolutions 2 and 32 of Table A the words "Special Resolution" shall be substituted for the words "Ordinary Resolution".

## **LIEN**

7. The liens conferred by Regulation 8 of Table A shall attach to fully paid shares and to all shares 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.

## **MEMBERSHIP AND TRANSFER OF SHARES**

8. The instrument of transfer of any share shall be executed by or on behalf of the transferor and the transferor shall be deemed to be the holder of the share until the name of the transferee is entered in the register of Members in respect thereof. Subject to such restrictions in these presents as may be applicable any Member may transfer all or any of his shares to any person by instrument in writing in the form provided by the Stock Transfer Act 1963 or such other form as the Directors shall from time to time approve.

9. (a) Each of the "B" shares shall be referable to a specific property. The Directors shall forthwith upon being requested so to do by the owner of a property (in respect of which no share has then been issued) have power at any time within five years of the date of incorporation of the Company allot and issue to such owner one "B" share and such "B" share shall thereafter be the share referable to such property.

(b) No person who is not the owner of a property shall be entitled to hold any "B" share in the Company.

(c) The Directors shall have power at any time within five years of the date of incorporation of the Company to issue and allot the "A" shares in the capital of the Company in their discretion.

10. (a) A "B" share shall be transferred and may only be transferred upon or immediately before a change in the ownership of the property to which it is referable

and in the case of any such transfers the directors, upon production to them of satisfactory evidence that the transfer is in favour of the owner of the property to which the share is referable under the terms hereof shall pass and register such transfer. The directors shall not register any transfer to any person who is not the owner of the property to which the share is referable.

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

(c) If the holder of a "B" share shall die or be adjudicated bankrupt, his legal personal representative(s) or the trustees in his bankruptcy shall be entitled to be registered as a holder of the said "B" shares provided he or they shall for the time being be the owner of the premises formerly owned by the deceased or bankrupt "B" shareholder.

11. If at any time the holder of a "B" share shall not be the owner of the property to which such "B" share is referable, the directors may authorise some person to execute on behalf of and as attorney for such holder a transfer of the "B" share held by him to the owner of the property to which such "B" share is referable, and the Company may receive the purchase money and shall thereupon cause the name of the transferee to be entered in the register of Members as the holder by transfer of the said "B" shares and shall hold the purchase money in trust for the previous holder. The receipt of the Company for the purchase money shall be a good discharge to the transferee who shall not be bound to see to the application thereof and after the name or names of the transferee is or has been entered in the register of Members in purported exercise of the aforesaid powers, the validity of the proceedings shall not be questioned by any person.

12. If more than one person is jointly the owner of a property such persons shall jointly hold the "B" shares in the Company referable to such property but shall have only one vote in right of such "B" share which shall be cast by the holder whose name first appears in the register of Members.

### **PROCEEDINGS AT GENERAL MEETINGS**

13. Subject to any special rights as to voting upon which any shares for the time being held on a show of hands every Member entitled to vote who (being an individual) is present in person or (being a corporation) is represented in accordance with Section 375 of the Act shall have one vote and on a poll every Member shall have 50 votes for every "A" share held by him and one vote for every "B" share held by him provided that from and after the date when all the "B" shares in the original capital of the Company have been issued and allotted each such "A" share shall cease to confer any voting rights whatsoever and shall be transferred to and held by the then Directors of the Company.

### **DIRECTORS**

14. Unless and until otherwise determined by the Company in general meeting, the number of directors shall not be less than two and not more than four and the names of the first directors shall be determined in writing by the subscribers of the

Memorandum of Association. A sole director shall have authority to exercise all the powers and discretions expressed to be vested in the directors generally.

15. The shareholding qualification for the directors shall be the holding of at least one share in the Company.

16. Every Director shall be a permanent director of the Company not subject to retirement by rotation unless the instrument of his appointment so provides. A Director shall subject to the provisions of Regulation 81 of Table A and Regulation 18 hereof and Section 295 of the Act be entitled to hold office as long as he shall live unless he shall be removed from office by a Resolution of the Company in general meeting.

17. Subject to the provisions of Section 317 of the Act a director may vote in respect of any contract or arrangement in which he is interested and may be counted in the quorum present at any meeting of the directors at which such contract or arrangement is considered.

18. No person shall be disqualified from being or becoming a director of the Company by reason of his attaining or having attained the age of 70 years or any other age.

19. A Resolution in writing signed or approved by letter, telegram or cablegram by each director or his alternate shall be as valid and effectual as if it had been passed at a meeting of the directors duly convened and held and when signed may consist of several documents each signed by one or more of the persons aforesaid.

20. Unless and until otherwise directed by Special Resolution of the Company in general meeting the Directors shall endeavour to carry out the objects of the Company without profit to the Company, but they may in their absolute discretion make provisions for creating and setting aside a reasonable reserve fund or funds for any general or particular purpose or purposes.

21. No Director or officer of the Company shall receive any remuneration for his services unless otherwise resolved by the Company in general meeting.

### **INDEMNITY**

22. Every director, agent, auditor, secretary and other officer for the time being of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto including any liability incurred by him in defending any proceedings whether civil or criminal in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 727 of the Act in which relief is granted to him by the Court and no director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. Provided that this Article shall only have effect insofar as its provisions are not avoided by Section 310 of the Act.

## **ALTERNATE DIRECTORS**

23. (a) Each Director shall have power from time to time to nominate any person to act as his alternate and at his discretion to remove such alternate director.

(b) An alternate director shall (except as regards power to appoint an alternate and remuneration) be subject in all respects to the terms and conditions existing with reference to the other Directors and shall be entitled to receive notices of all meetings of the Directors and to attend speak and vote at any such meeting at which his appointor is not present.

(c) One person may act as alternate director to more than one Director and while he is so acting shall be entitled to a separate vote for each Director he is representing and, if he is himself a Director, his vote or votes as an alternate director shall be in addition to his own vote.

(d) Any appointment or removal of an alternate director may be made by letter, cable, telex, telegram or radiogram or in any other manner approved by the directors. Any cable, telegram or radiogram shall be confirmed as soon as possible by letter but may be acted upon by the Company meanwhile.

(e) If a Director making any such appointment as aforesaid shall cease to be a Director otherwise than by reason of vacating his office at a meeting of the Company at which he is re-elected the person appointed by him shall thereupon cease to have any power or authority to act as an alternate director.

(f) A Director shall not be liable for the acts and defaults of any alternate director appointed by him.

(g) An alternate director shall not be taken into account in reckoning the minimum or maximum number of directors allowed for the time being but he shall be counted for the purpose of reckoning whether a quorum is present at any meeting of the directors attended by him at which he is entitled to vote.

## **BORROWING POWERS**

24. The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital or any part thereof and, subject to Section 80 of the Act 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.

## **EXPENSES**

25. Each owner shall from time to time and whenever called upon by the Company so to do contribute equally or in such proportions as the directors may determine to all expenses and losses which the Company shall properly incur on their behalf and in respect of which they are not otherwise bound to contribute in their capacity as owners.

## **DIVIDENDS AND CAPITALISATION**

26. The Company shall not at any time declare any dividend or make any bonus issue upon any of its shares and if in any year the Company shall not have expended all of its income in the management, administration and the maintenance of the properties, the surplus shall be transferred to a reserve account to meet future contingencies of the Company.

## **WINDING-UP**

27. If at any time a Resolution of the Company shall be passed to wind up the Company, the liquidator shall lay out in the management, administration and maintenance of the sewerage and drainage system and any additions thereto and the improvement of the sewerage and drainage system all monies held by the Company over and above the amount of the paid up capital of the Company to the intent that upon any liquidation of the Company the Shareholders shall only receive the amount of the capital paid up or credited as paid up in respect of the shares held by them respectively.

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**NAMES AND ADDRESSES OF SUBSCRIBER**

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**LONDON LAW SERVICES LIMITED**  
69 Southampton Row  
London  
WC1B 4ET

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**Dated the 21<sup>st</sup> day of January 2004**