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

Company No. 6608108

The Registrar of Companies for England and Wales hereby certifies that

BAVERSTOCK NUMBER THIRTY SEVEN LIMITED

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

Given at Companies House on **2nd June 2008**



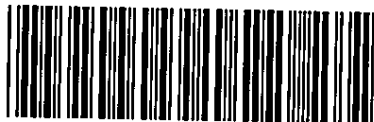
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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
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The Companies Act 1985

Company Limited by Shares

Memorandum of Association of

Baverstock Number Thirty Seven Limited

- 1 The name of the Company is 'Baverstock Number Thirty Seven Limited' (hereinafter called 'the Company')
- 2 The Registered Office of the Company is to be situated in England and Wales
- 3 The objects for which the Company is established are -
 - (a) To carry on business as a general commercial company and any trade or business whatsoever and any lawful purpose pursuant to the Companies Act 1985 (hereinafter called 'the Act') as amended, extended or applied by or under any other enactment or as re-enacted, and without prejudice thereto but in furtherance thereof
 - (b) To carry on any other trade or business whatsoever which can in the opinion of the Members or Directors of the Company be conveniently or advantageously or profitably carried on in connection with or ancillary to any of the businesses of the Company or calculated directly or indirectly to enhance the value or render more profitable any of the Company's assets
 - (c) To assume the obligations or any of them arising from the formation of the Company and in particular but without limit to pay all costs, charges and expenses incurred or sustained in or about the promotion or establishment of the Company or which the Directors may consider to be in the nature of preliminary expenses
 - (d) To undertake or acquire all or any part of the business, assets and liabilities of or any share in any company, partnership or person carrying on or proposing to carry on all or any of the objects for the time being of the Company, or to amalgamate, enter into partnership, share profits, co-operate, or engage in mutual assistance with any such company, partnership or person or for subsidising or otherwise assisting any such company, partnership or person, 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, charge and deal with any shares, debentures, debenture stock or securities however received, and to conduct and carry on, liquidate or wind up any such business
 - (e) To apply for, subscribe, take, purchase or otherwise acquire, hold and deal with shares, debentures, options or other interests in or securities of any other company so as to benefit directly or indirectly the Company or enhance the value of its property, and to co-ordinate, finance, manage, supervise or control the business and operations of any company in which the Company may hold such interests
 - (f) To acquire and take options over and deal with any property whatsoever, including but without limit any shares in the capital of the Company, and any rights or privileges of any kind over or in respect of any property and without limit to purchase, take on lease, exchange, hire, or otherwise acquire any estate or interest in any real or personal property, and to deal with the same or any part thereof
 - (g) To promote any other business for the purpose of acquiring the whole or any part of the business, property, undertaking or liabilities of the Company or of any business, property, undertaking or liabilities 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 subscribe for, purchase or otherwise acquire or place or guarantee the placing of or underwrite all or any part of the shares, debentures or securities of any such company as aforesaid

✓

(h) To sell, let (including, but without limitation, by way of assured shorthold tenancy), exchange, dispose of, turn to account, grant licences, options, rights or privileges in respect of mortgage, charge or otherwise deal with all or any part of the business or property of whatever nature of the Company, and to deal in any manner as aforesaid with the same or any part thereof either together or in portions for such consideration whether shares, debentures, options, cash or real or personal property of any other nature without limit as the Members or the Directors of the Company may think fit

(i) To erect, build, manufacture, improve, manage, construct, repair, maintain, alter or develop any real or personal property

(j) To invest and deal with any moneys in any manner, and to hold, alter, dispose of or otherwise without limit deal with any investments so made

(k) To receive money on deposit or loan, and to borrow or raise money or credit as may seem expedient without limit and whether with or without any security or guarantee therefore, and to issue any debentures or debenture stock whether perpetual, irredeemable or otherwise

(l) To issue or grant any mortgage, charge, standard security, lien or other security upon all or any part of the property or assets whether present or future and including but without limit the uncalled capital of the Company, and also by any such means to secure and guarantee the performance by the Company, any holding, subsidiary or associated company of the Company, or any other person, firm or company of any obligation undertaken by the Company or any of them as the case may be, and to stand security or guarantor for or otherwise support any obligation of any other person, firm or company whether by personal covenant, mortgage, charge, standard security or lien upon the whole or any part of the undertaking, property and assets of the Company whether present or future including but without limit its uncalled capital

(m) To advance or lend money or give any credit to any person, firm or company as the Directors or Members may think fit, and to give financial assistance as statutorily permitted for the acquisition or redemption of any shares, debentures, option rights or other security of the Company

(n) To draw, issue, accept, endorse, discount, negotiate, make or deal with as may seem expedient cheques, bills of exchange or lading, promissory notes, warrants, coupons, debentures, and other negotiable or transferable notes or instruments

(o) To seek any permission, order, privilege, charter, concession, decree, right, or licence from any government department, national, local or other statutory authority or official body in any part of the world where the Company does or may do business or other official sanctions for enabling the Company to pursue any of its objects for the time being or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and comply with the same, and to oppose or defend any proceedings or application which may seem directly or indirectly to advance or prejudice the Company's interests as the case may be

(p) To seek in any part of the world and deal with, grant or obtain licences in respect of, manufacture under, operate, test, improve, or experiment on any invention, discovery, copyright, patent, brevet d'invention, licence, secret process, trade mark, service mark, design, registration, protection and concession as may seem expedient or beneficial, and to register, re-register, disclaim, alter, modify, use, and turn to account the same or any of them

(q) To act as principal, nominee, agent (whether disclosed or undisclosed), broker, trustee, factor, contractor or sub-contractor in any part of the world

(r) To pay, reward or remunerate anyone supplying goods or services to the Company by cash, goods, services or any securities of the Company

(s) To give to any charitable, benevolent or public cause or object which may be for the benefit of the Company or any holding, subsidiary or associated company of the Company or any Directors or employees thereof, and to provide or pay towards any pension, annuity, gratuity, insurance, superannuation or other allowance or benefit, and generally to provide advantages, facilities and services for any persons who are or have been Directors of, employed by, or serving the Company or any holding, subsidiary or associated company of the Company or any predecessor thereof and to the members of the family, dependants, personal representatives or nominated

beneficiaries of any such persons, and to set up, establish, maintain, provide, contribute towards and lend in favour of any incentive, profit-sharing, option or savings related scheme for the benefit of the employees of the Company or any holding, subsidiary or associated company as aforesaid

(t) To distribute among the Members of the Company in specie or otherwise any property of the Company of whatever nature, including but without limit the shares, debentures or other securities of any other company taking over the whole or any part of the undertaking, assets or liabilities of the Company, and to purchase or assist the purchase of or redeem the shares for the time being (including any redeemable shares) or reduce the capital of the Company in any manner permitted under Part V of the Act

(u) To carry on any of the objects for the time being of the Company in any part of the world as principal or by or through agents, trustees, brokers, sub-contractors or otherwise and either alone or with any other person, firm or company

(v) To do all things specified for the time being in the Articles of Association of the Company

The objects in each preceding sub-clause shall not be in any way limited or restricted by reference to or inference from the terms of any other sub-clause herein except as may be expressly stated, or by the name, place or date of incorporation of the Company. Each sub-clause, object and power herein shall be a main object of the Company and not ancillary or subsidiary to any other sub-clause, object or power herein. The Company shall have as full a power to exercise all or any of the objects and powers in each sub-clause herein as if each sub-clause contained the objects of a separate company. Reference to any company herein shall be deemed to include any body whether incorporated or not and wherever in any part of the world set up, established or registered

4 The liability of the Members is limited

5 The Share Capital of the Company is ten thousand pounds divided into ten thousand Ordinary Shares of one pound each

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

Names Addresses and
Description of Subscribers

Number of Shares
taken by each
Subscriber

Jonathan Foster Jones
Lucks Farm
Punnetts Town
Heathfield
East Sussex TN21 9HU

ONE

Signed

Date 2nd May 2008

Witness to the above signatures

Signature

Name Jennifer Jones

Address Lucks Farm Punnetts Town Heathfield East Sussex TN21 9HU

Occupation Accountant

The Companies Act 1985

Company Limited by Shares

Articles of Association of Baverstock Number Thirty Seven Limited

PRELIMINARY

1 (a) In the Articles of Association here set forth as may be amended from time to time (hereinafter called 'the Articles') the expression 'the Act' means the Companies Act 1985, and, for the purpose of the Articles, Table A in The Companies (Tables A to F) Regulations 1985 S I No 805 or any alteration or replacement thereof (hereinafter called 'Table A'), as statutorily in force on the date when the Articles are adopted by the Company named above (hereinafter called 'the Company'), is deemed to be included in and shall be construed as one with the Act

(b) The regulations contained in Table A are adopted by the Company subject to and together with the Articles (such regulations and the Articles are together hereinafter called 'the regulations' and deemed to be comprised within the expression 'the regulations' as used in Table A)

(c) Words and expressions used in the regulations, unless the context otherwise requires, have the same meaning as in the Act

(d) Statutory references in the Articles shall include, subject as aforesaid, the statute as may be amended, extended or applied by or under any other statutory provision or as reenacted

(e) The Articles are deemed to be delivered and completed as a Deed at the same time as incorporation, or adoption of the Articles by special resolution, of the Company as the case may be, and the Members for the time being are deemed to be bound accordingly by the Articles and acknowledge the effect under section 14 of the Act as to the Memorandum and Articles of Association of the Company

PRIVATE COMPANY

2 The Company is a private company and shall not offer any of its shares or debentures, whether for cash or otherwise, to the public or allot or agree to allot any shares in or debentures of the Company with a view to all or any of those shares or debentures being offered for sale to the public

SHARES

3 The shares and any right to subscribe for, or convert any security into, shares in the Company or any of them for the time being (other than shares shown in the Memorandum of Association of the Company to have been taken by the subscribers thereto or shares allotted in pursuance of an employees' share scheme) may be allotted to such persons, at such times, but subject as hereinafter mentioned, in such proportions, upon such terms (except at a discount) and with such rights or restrictions, including but without limit as to differentiation between Members of calls, as the Directors, subject to the Articles, shall think fit. Any pre-emption rights on the allotment of shares conferred by statute from time to time are hereby excluded pursuant to the provisions in that behalf in section 91(1) of the Act. The maximum amount of shares that may be allotted by the Directors hereunder is the nominal amount of authorised but unissued share capital for the time being of the Company, so long as the Company is a private company. The Directors are authorised to exercise the power of allotment of the Company subject as aforesaid generally and unconditionally, but so that such authority will expire, except as hereinafter mentioned, on the date of the fifth anniversary of the adoption of the Articles, except that

(a) thereafter the Directors may exercise the said power of allotment in pursuance of an offer or agreement made by the Company before such date or in pursuance of any authority given in accordance with the Act, and

(b) the Directors may exercise at any time whether before or after such anniversary as aforesaid, but only so long as the Company is a private company, the said power of allotment in accordance with any elective resolution of the Members

In the event of there being only one Member of the Company and that Member ceasing for whatever reason to hold all the shares issued for the time being in the capital thereof the Company Secretary shall register on proof of title thereto the person or persons next entitled to such shares on application in writing thereby and in the absence of or in default by the Company Secretary such person or persons aforesaid may enter the name or names thereof in the register of Members

4 The Company may in accordance with and subject to Part V of the Act and all other provisions (if any) in force for the time being therefore,

(a) give financial assistance directly or indirectly for the purpose of acquiring any shares in the Company, or its holding company, or subsidiary company of its holding company, if any,

(b) issued shares which are to be redeemed or are liable to be redeemed at the option of the Company or the holder thereof, except that no redeemable shares may be issued at any time when there are no issued shares of the Company which are not redeemable,

(c) purchase its own shares including its own redeemable shares,

(d) make a payment in respect of the redemption or purchase of any of its own fullypaid shares out of the distributable profits of the Company or the proceeds of a fresh issue of shares or, so long as the Company is a private company, out of capital, or, so long as aforesaid, partly out of one and partly out of the other, and as to redemption on such date or dates (to be fixed prior to the issue of such shares) and terms and in such manner as may be determined at any time or times by the Directors but so that the amount to be paid on redemption shall be the paid-up amount thereof plus the net amount of any arrears of dividends thereon

Provided always that any shares purchased or redeemed by the Company shall be treated as cancelled

5 The certificate or warrant of any security issued or granted by the Company defaced, lost, wornout or destroyed may be renewed on payment of a fee on such terms as to evidence and indemnity, and the payment of all expenses of the Company of investigating evidence, as the Directors shall think fit, and on the return to the Company of any certificate or warrant to be renewed which is defaced or wornout as the case may be

6 (a) The Directors may in their absolute discretion, and without assigning any reason therefore, decline to register any transfer or any renunciation of any shares whether or not it is a fullypaid share subject as hereinafter mentioned Provided always that the transferee of any fully paid share need not execute whether under seal or under hand the instrument of transfer, and subject hereto Regulations 23 and 24 of Table A are adopted

(b) It shall not be necessary for a person, on becoming entitled to a share in consequence of the death, bankruptcy, insolvency or dissolution of a Member being the single Member of the Company, to produce evidence to the Directors of such entitlement before being registered as the holder of the share, and subject hereto Regulations 30 and 31 of Table A are adopted

7 The Company, if the Directors think, fit and subject to such terms and conditions (if any) as to requisition of, or submitting any resolution to, or attending and voting at any meeting and as to any other matter as they may from time to time decide, may

(a) issue under its common seal a warrant with respect to any fullypaid shares stating that the bearer of the warrant is entitled to the shares therein specified, and

(b) provide by coupons or otherwise for the payment of future dividends on the shares included in the warrant,

Provided always that the shares specified as aforesaid may be transferred by delivery of the warrant, the holder of any such warrant may surrender the same at any time for cancellation and thereupon his name shall be entered in the register of Members, and the bearer of any share warrant issued by the Company shall be deemed to be a Member of the Company subject as aforesaid to the full extent. A new warrant shall not be issued to replace one that has been lost unless the Directors are satisfied beyond reasonable doubt that the original has been destroyed

8 The Company may accept from any Member the whole or any part of the amount remaining unpaid on any shares held by that Member, although no part of that amount has been called up. The liability of any Member in default in respect of a call shall be increased by interest payable at such rate without limit as the Directors may determine on any amount called and by the addition of all costs, charges and expenses that may have been incurred by the Company by reason of such non-payment, and subject hereto Regulation 18 of Table A is adopted

MEMBERS

9 Regulation 41 of Table A is adopted with the addition at the end thereof of the words 'and if at the adjourned meeting a quorum is not present within fifteen minutes from the time appointed for the meeting or if during the meeting a quorum ceases to be present the Member or Members present entitled to be counted in a quorum shall be a quorum' subject as hereinafter may be mentioned, and Regulations 56 and 62(a) of Table A are adopted with '24' substituted for '48' respectively, and Regulation 37 of Table A is adopted with '28 days' substituted for 'eight weeks', and Regulation 54 of Table A is adopted with the addition of the words 'on any resolution whatsoever including but without limitation any resolutions as to a voluntary arrangement under Part 1 of the Insolvency Act 1986' after the words 'on a poll', and the Company may dispense by elective resolution with the holding of annual general meetings

10 Any resolution may be proposed and passed as special, extraordinary, ordinary or otherwise notwithstanding that the Company has given less than twentyone or fourteen days' notice thereof, or of the meeting or adjourned meeting at which it is proposed to be passed, as the case may be, if it is so agreed by a majority in number of the Members having a right to attend and vote on the resolution together holding not less than 95% (subject to any elective resolution reducing that amount to not less than 90%) in nominal value of the shares giving that right, and subject hereto Regulation 38 of Table A is adopted

DIRECTORS

11 The number of the Directors may be fixed by the Company, but unless and until so fixed there shall be no maximum number and the minimum number shall be one. The continuing Directors or a sole continuing Director may act notwithstanding any vacancies in their number, and in the event of there being only one Director in accordance with the regulations he shall be deemed to constitute a quorum and have full authority to exercise all the powers and discretions by the Articles expressed to be vested in the Directors, and Regulations 64 and 90 of Table A are not adopted, and subject hereto and as hereinafter mentioned Regulation 89 of Table A is adopted

12 The Directors need not retire, by rotation or at the first annual general meeting. Regulations 73 to 78 of Table A are not adopted, and, subject to the Articles, Regulation 79 of Table A except the words 'and shall not be taken into account in determining the Directors who are to retire by rotation at the meeting' is adopted. The Company may by ordinary resolution appoint a person who is willing to be a Director either to fill a casual vacancy or as an additional Director.

13 Each Director shall have power from time to time to nominate another Director, or any person not being a Director approved by the other Directors, to act as his alternate, and at his discretion to remove such alternate Director, save that a person not being a Director who is appointed as an alternate shall not appoint an alternate, and in relation thereto the following provisions shall apply

(a) an alternate Director shall be subject to all the terms and conditions existing with reference to the other Directors except as to power to appoint an alternate Director and remuneration, and, subject to his giving to the Company an address at which notices may be served on him, he shall be entitled to receive notice of all

meetings of the Directors and shareholders and to attend, speak and vote thereat when his appointor is entitled to be, but is not, present,

(b) one person may act as alternate Director to more than one Director, and while he is so acting he shall be entitled to a separate vote for himself if he is already a Director and for each Director he is representing,

(c) any appointment or removal of an alternate Director may be made by letter, cable, telegram, facsimile transmission or telex or in any other manner approved by the Directors,

(d) when a Director ceases to be a Director any alternate appointed by him shall thereupon cease to be and have any power as a Director Provided always that any alternate Director shall be deemed to be re-appointed at the meeting when his appointor is re-appointed unless the contrary intention is expressed in writing by his appointor,

(e) a Director shall not be liable for the acts and defaults of any alternate Director appointed by him An alternate Director shall during his appointment be an officer of the Company and shall not be deemed to be an agent of his appointor,

(f) an alternate Director shall not be taken into account in reckoning the minimum or maximum number of Directors 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,

(g) an alternate Director shall not be entitled to receive any emoluments from the Company in respect of his position as an alternate Director Provided always that the Company may pay all travelling, hotel and other expenses properly incurred by him in attending and returning from meetings of the Directors or any committee thereof or general meeting of the Company or in connection with the business of the Company, and Regulations 65 to 69 of Table A are not adopted

14 (a) Subject to any written agreement between the Members, the Directors may receive such emoluments (whether by way of fees, salary, commission, participation in profits, or partly in one way and partly in another or otherwise) as shall from time to time be determined by the Company in general meeting, and any Managing Director may receive such emoluments determined as aforesaid, and Regulation 82 of Table A is adopted as if it applied to all such emoluments as aforesaid, and Regulation 84 of Table A is adopted except the last sentence

(b) The Directors may retain any benefits received by them or any of them by reason of the exercise of any powers in clause 3(a) of the Memorandum of Association, and subject hereto Regulation 87 of Table A is adopted

(c) The Directors shall be reimbursed by the Company for all expenses properly incurred by them in the discharge of their duties in addition to any expenses payable under Regulation 83 of Table A, and in addition the Company shall repay, as the Directors think fit, costs, expenses and disbursements of or in connection with legal advice or without limitation other advice obtained in connection with the affairs of the Company

15 In addition to the power of removal by ordinary resolution under section 303 of the Act the Company may by extraordinary resolution remove any Director before the expiration of his period of office notwithstanding anything in the regulations or in any agreement between the Company and such Director, and may by ordinary resolution replace him

16 The Directors may exercise all the powers of the Company, and without prejudice to the generality thereof shall have power to

(a) borrow without limit and to issue any securities subject to section 80 of the Act and to the Articles, and

(b) execute under the signature of any two of them or any one of them and the Company Secretary and deliver any document so as to have the same effect as a deed as in any such case they may think fit, and the Company need not have a common seal, and subject hereto Regulations 6 and 101 of Table A are adopted

17 The contemporaneous linking together by telephone of a number of the Directors not less than the quorum and the Company Secretary, wherever in the world they are, shall be deemed to constitute a meeting of the Directors so long as the following conditions are met

(a) all the Directors for the time being entitled to receive notice of any meeting of the Directors (including any alternate for any Director) shall be entitled to notice of any meeting by telephone and to be linked by telephone for the purpose of such meeting. Notice of any such meeting may be given by telephone,

(b) each of the Directors taking part and the Company Secretary must be able to hear each of the other Directors taking part subject as hereinafter mentioned throughout the meeting,

(c) at the commencement of the meeting each Director must acknowledge his presence to all the other Directors taking part,

(d) unless he has previously obtained the consent of the chairman of the meeting, a Director may not leave the meeting by disconnecting his telephone and shall be conclusively presumed to have been present and to have formed part of the quorum throughout the meeting. The meeting shall be deemed to have been validly conducted notwithstanding that a Director's telephone is accidentally disconnected during the meeting, and the proceedings thereof shall be deemed to be as valid as if the telephone had not been disconnected,

(e) a minute of the proceedings shall be sufficient evidence thereof and of the observance of all necessary formalities if certified by the chairman and the Company Secretary

18 A Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout. Provided always that such interest is first disclosed to the Directors, and such vote shall be counted and he shall be counted in the quorum present at the meeting when any such contract or arrangement is under consideration, and subject hereto Regulations 85 and 89 of Table A are adopted

19 The Directors shall cause minutes to be made for the purposes of section 382 of the Act, which, together with all registers, records or other information statutorily or otherwise required to be registered or recorded by the Company, may be recorded in bound books or some other means as the Directors may determine so long as the recording is capable of being reproduced in legible form and adequate precautions are taken for guarding against falsification. Provided always that the Directors need not sign their names for the purpose of recording their attendance at any meeting

20 Subject to section 310 of the Act and whether or not in connection with any application under sections 144 or 727 of the Act or otherwise, every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses and liabilities, and the Directors and other officers shall not be liable for any loss, damage or misfortune which may happen to or be incurred for the Company in the execution of their duties to the Company. Provided always that the Company may purchase and maintain insurance against liability relating to the Company in respect of any negligence, default, breach of duty or breach of trust attaching to any officer or auditor of the Company for the time being. Provided nevertheless that the Directors shall state the existence of any such insurance in their report for each financial year, and subject hereto Regulation 118 of Table A is adopted

DISTRIBUTIONS

21 Any dividends resolved to be recommended, declared or paid, any sum resolved to be capitalised and the assets of the Company to be divided on a winding up shall be paid or distributed, subject to the Articles and the rights attaching to the shares, in proportion to the nominal amount of the shares (whether or not fully paid) held by the Members entitled thereto. Provided always that if any share is issued on terms that it shall rank for dividend as from a particular date, that share shall rank for dividend accordingly, and Regulation 104 of Table A is not adopted

PRE-EMPTION OF SHARES

22 (a) Notwithstanding, and in derogation of, anything hereinbefore contained, but subject as hereinafter may be mentioned and subject also to any written agreement between the Members, any Member or representative holder (hereinafter called 'the transferor') who intends to transfer any shares in the capital of the Company (hereinafter called 'the shares') must send to the Directors, unless all the Members of the Company resolve otherwise without any vote being cast against such resolution, an instrument or instruments of transfer of the shares executed in escrow (hereinafter called 'the transferor's transfer') together with all documents of title to, and an estimate of the fair value of, each of the shares, or, in default of agreement, a certificate as hereinafter mentioned of their fair value (hereinafter called 'the valuation')

(b) The valuation shall take into account inter alia but without limitation the amount of the shares strictly on a proportional basis and without enhancing or reducing the fair value in respect of the proportion which the shares bear to the amount of issued shares and on the assumption that the shares can be transferred without restriction, and take account of the open market value of the assets on the basis of an arm's length sale between a willing purchaser and willing seller and the liabilities and the nature of the business as a going concern of the Company, such certificate being made at the cost of the transferor by the auditors of the Company or some person nominated by them, and the auditors or person nominated as aforesaid shall be deemed to be acting as experts and not as arbitrators

(c) The Directors shall nominate a person (hereinafter called 'the agent') forthwith after receiving the transferor's transfer, the said documents of title and as the case may be the valuation as and who shall be deemed to be agent and attorney for the transferor on the sale of the shares to any Members of the Company except the transferor (hereinafter called 'the Members')

(d) The Directors shall offer not later than seven days after nomination of the agent the shares for sale at the said fair value by notice in writing (hereinafter called 'the offer notice') to such of the Members who hold more than one share pro rata the nominal value of their shares, including their unconditional rights (if any) to shares, of the same class as the shares

(e) The Directors shall notify the Members in writing not less than seven days nor more than fourteen days after the date of the offer notice of the number of any of the shares not then required in response to the offer notice (hereinafter called 'the available shares') Any of the Members may buy any of the available shares, and, in case of dispute, pro rata the nominal value of their shares of the same class as aforesaid

(f) The agent shall execute all instruments to complete the sale of any of the shares to the Members as aforesaid unless the transferor executes the same as requested by the Directors, and the receipt of the agent shall be a good discharge for the purchase price The Directors shall inform the transferor of and forthwith after notification as to execution of any transfer as aforesaid by the agent

(g) The pre-emption rights hereinbefore mentioned shall apply to any transfer of shares in the capital of the Company except, but without exception for any of the shares on which the Company has a lien, for any transfer of the shares made inter vivos or post mortem to

(i) any of the Members,

(ii) the spouse, relict, widower or any other relation or any step or legally adopted relation of the transferor (together hereinafter called 'the family') other than of a representative holder or trustee hereinafter mentioned,

(iii) any representative holder on, as the case may be, the death, bankruptcy or insolvency of a Member or the making of an order by a competent court by reason of mental disorder of the transferor,

(iv) any trustee appointed by the transferor so long as all the beneficiaries under the trust are Members of the family Provided always that any such trustee shall be bound to transfer the shares to any person or persons within the exceptions from pre-emption as aforesaid forthwith if and when any such beneficiary is not a member of the family and the Directors shall not decline to register any transfer excepted as aforesaid

(h) Subject to any written agreement between the Members, shares and any security convertible into shares in the capital of, and in any such case to be issued by, the Company shall be offered in writing to the holders (except those who hold only one share) pro rata the nominal values of their shares of the same class as the shares or

security so offered at a sum which in default of agreement shall not exceed the fair value certified at the cost of the Company but otherwise in the same manner as required to be made by Article 22(b) of the Articles, such offer to be made not less than fourteen days before the same may be allotted, issued or granted to any other person Provided always that any right of conversion of any security into shares shall not be granted unless so resolved by the Company without any vote being cast against such resolution

PREFERENCE SHARES

23 Such amount of shares in the capital of the Company as may be resolved by special resolution shall be and be known as 'preference shares' conferring on any holder thereof for the time being, subject to such resolution, only the following, but excluding any other, rights *pari passu* the preference shares notwithstanding anything contained in the regulations

(a) (i) to be paid cumulative fixed net cash dividends in preference to all dividends whether in arrear or not on any other shares at such rate or rates per annum on the nominal amount of the preference shares accruing on a daily basis inclusive of the imputed tax credit available to shareholders and at such time or times as may be resolved by the directors, and,

(ii) notwithstanding that the preference shares are expressed to be cumulative, any holder thereof shall be entitled to demand and enforce payment forthwith of such dividends and at such times resolved as aforesaid subject only to there being profits out of which the same may lawfully be paid, and for the purposes of this Article 22 arrears, deficiency or accruals of dividends shall be calculated down to the date of redemption or liquidation as the case may be on the basis that such dividends are payable irrespective of whether they have been earned or declared or not

(iii) Provided always that dividends shall not be paid on preference shares for any financial year of the Company in which the holder thereof is in default in respect of a call on any share in the capital of the Company until the Company first has applied all or so much thereof as is required in or towards satisfaction of all liability including any interest, costs, charges, and expenses arising on such default and thereafter secondly any unused balance of such dividends shall be paid to the person entitled thereto,

(b) to receive notice of, attend, and speak at any general meeting in respect of the preference shares, and to vote thereat if there are any arrears of dividends on the preference shares so long as the holder thereof is not in default as to any call on any share in the capital of the Company,

(c) subject to the Act to redemption of the amount paid up or credited as paid up on the preference shares and the amount equal to any arrears, deficiency or accruals of any dividends thereon partially or wholly as the directors may resolve on not less than one month's previous notice in writing therefore given by the Company Any notice of redemption shall specify the particular shares to be redeemed, the date fixed for redemption and the place in the United Kingdom at which the certificates for such shares are to be presented for redemption and upon such date each of the holders of the shares concerned shall be bound to deliver to the Company at such place the certificates for such of the shares concerned as are held by such holder in order that such certificates may be cancelled Upon such delivery as aforesaid the Company shall pay to such holder the amount due to such holder in respect of such redemption If any certificate so delivered to the Company includes any preference shares which are not to be redeemed on that occasion a fresh certificate for such shares shall be issued to the holder delivering such certificate to the Company,

(d) on a liquidation to repayment out of any surplus assets of the Company remaining after payment of its liabilities of the capital paid up or credited as paid up thereon together with any arrears, deficiency or accruals of dividends subject as provided in sub-clause (a) of this article in preference to the repayment of any other share capital, and

(e) on a liquidation to participate in any such surplus to such extent (if any) resolved by, and within the absolute discretion of, the directors

Names Addresses of Subscribers

Jonathan Foster Jones
Lucks Farm
Punnetts Town
Heathfield
East Sussex TN21 9HU

Signature

Dated 2 May 2008

Witness to the above signature

Signature

Name Jennifer Jones

Address Lucks Farm Punnetts Town Heathfield East Sussex TN21 9HU

Occupation Accountant

Please complete in typescript,
or in bold black capitals

CHFP001

Declaration on application for registration

Company Name in full

Baverstock Number Thirty Seven Ltd

I, Jonathan Foster Jones

of Lucks Farm Greenwoods Lane Punnetts Town Heathfield East Sussex TN21 9HU

† Please delete as appropriate

do solemnly and sincerely declare that I am a [†] ~~Solicitor engaged in the formation of the company~~ [person named as director or secretary of the company in the statement delivered to the Registrar under section 10 of the Companies Act 1985] and that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with

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

Declarant's signature

Declared at 11 Gough Square London EC4A 3DE

on Day Month Year
2 3 0 5 2 0 0 8

* Please print name

before me* John Charles Corry Ferguson

Signed

Date 23 May 2008

[†] A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

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

The Company Secretary (London) Ltd Lucks Farm Barn

Punnetts Town Heathfield East Sussex TN21 9HU

Tel 07967186171

DX number

DX exchange

Companies House receipt date barcode

When you have completed and signed the form please send it to the Registrar of Companies at
Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
for companies registered in England and Wales
or
Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB
for companies registered in Scotland **DX 235 Edinburgh**



10

*Please complete in typescript,
or in bold black capitals*

CHFP001

Notes on completion appear on final page

First directors and secretary and intended situation of registered office

Company Name in full

Baverstock Number Thirty Seven Ltd

Proposed Registered Office

(PO Box numbers only, are not acceptable)

Lucks Farm Barn

Punnetts Town

Post town Heathfield

County / Region East Sussex

Postcode TN2 21 9HU

If the memorandum is delivered by an agent for the subscriber(s) of the memorandum mark the box opposite and give the agent's name and address

Agent's Name

Address

Post town

County / Region

Postcode

Number of continuation sheets attached

You do not have to give any contact information in the box opposite but if you do, it will help Companies House to contact you if there is a query on the form. The contact information that you give will be visible to searchers of the public record

Companies House receipt date barcode

The Company Secretary (London) Ltd Lucks Farm Barn

Punnetts Town Heathfield East Sussex TN21 9HU

Tel

DX number

DX exchange

When you have completed and signed the form please send it to the Registrar of Companies at
Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
for companies registered in England and Wales

or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB

for companies registered in Scotland

DX 235 Edinburgh

Form April 2002

CHAD 16/07/2002

Company Secretary (see notes 1-5)

* Voluntary details

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

NAME	*Style / Title	<input type="text"/>		*Honours etc	<input type="text"/>
	Forename(s)	<input type="text"/>			
	Surname	The Company Secretary Services (London) Limited			
	Previous forename(s)	<input type="text"/>			
	Previous surname(s)	<input type="text"/>			
	Address †	<input type="text"/>			
		<input type="text"/>			
	Post town	London			
	County / Region	<input type="text"/>	Postcode	EC4A 3DE	
	Country	<input type="text"/>			

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

Consent signature

The Company Secretary Services (London) Ltd

Date

25/08/08

Directors (see notes 1-5)

Please list directors in alphabetical order

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

NAME	*Style / Title	<input type="text"/>	*Honours etc	<input type="text"/>
	Forename(s)	Jonathan Foster		
	Surname	Jones		
	Previous forename(s)	<input type="text"/>		
	Previous surname(s)	<input type="text"/>		
	Address †	<input type="text"/>		
		<input type="text"/>		
	Post town	Heathfield		
	County / Region	<input type="text"/>	Postcode	TN21 9HU
	Country	<input type="text"/>		

Date of birth

Day Month Year

09/07/1942

Nationality British

Business occupation

Accountant

Other directorships

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

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

Consent signature

[Signature]

Date

02 May 2008

Directors (see notes 1-5)

Please list directors in alphabetical order

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

NAME *Style / Title

*Honours etc

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address†

Post town

County / Region

Postcode

Country

Date of birth

Day Month Year

Nationality

Business occupation

Other directorships

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

Consent signature

Date

This section must be signed by

Either

an agent on behalf of all subscribers

Signed

Date

Or the subscribers

(i.e. those who signed as members on the memorandum of association).

Signed

Date

02 May 2008

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date