

# File Copy



## CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 06716303

The Registrar of Companies for England and Wales hereby certifies that  
HEITMAN U.K. 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 6th October 2008



\*N06716303D\*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

The above information was communicated in non-legible form and authenticated by the  
Registrar of Companies under section 710A of the Companies Act 1985



**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

**6716303**

Company name

**HEITMAN U.K. LIMITED**

I,

**MAWLAW SECRETARIES LIMITED**

of

**20 BLACK FRIARS LANE  
LONDON  
EC4V 6HD**

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**

*Received for filing in Electronic Format on the:* **06/10/2008**



XWAGS3Q4

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*Company Name  
in full:* **HEITMAN U.K. LIMITED**

*Proposed Registered  
Office:* **20 BLACK FRIARS LANE  
LONDON  
EC4V 6HD**

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*memorandum delivered by an agent for the subscriber(s):* **No**

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*Company Secretary*

*Name* **MAWLAW SECRETARIES LIMITED**

*Address:* **20 BLACK FRIARS LANE  
LONDON  
EC4V 6HD**

*Consented to Act:* **Y** *Date authorised* **06/10/2008** *Authenticated:* **YES**

*Director 1:*

*Name*            **MRS SUSAN CAROL FADIL**

*Address:*      **11 PILGRIM STREET  
LONDON  
EC4V 6RW**

*Nationality:*    **BRITISH**

*Business occupation:*   **CHARTERED COMPANY SECRETARY**

*Date of birth:*    **13/09/1966**

*Consented to Act:* **Y**            *Date Authorised:* **06/10/2008**   *Authenticated:* **YES**

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*Director 2:*

*Name*            **MR ROBERT JAMES HILLHOUSE**

*Address:*      **11 PILGRIM STREET  
LONDON  
EC4V 6RW**

*Nationality:*    **BRITISH**

*Business occupation:*   **CHARTERED SECRETARY**

*Date of birth:*    **19/03/1954**

*Consented to Act:* **Y**            *Date Authorised:* **06/10/2008**   *Authenticated:* **YES**

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*Authorisation*

*Authoriser Designation:* **subscriber**

*Date Authorised:* **06/10/2008**

*Authenticated:* **Yes**

Company No:

THE COMPANIES ACTS 1985 TO 2006

A PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM AND  
ARTICLES OF ASSOCIATION OF  
HEITMAN U.K. LIMITED

Incorporated on

**MAYER • BROWN**

LONDON

THE COMPANIES ACTS 1985 TO 2006

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

**HEITMAN U.K. LIMITED**

**1. Company name**

The name of the Company is "HEITMAN U.K. LIMITED".

**2. Registered office**

The registered office of the Company will be situated in England and Wales.

**3. Objects**

The objects for which the Company is established are:

- (a) To carry on business as a general commercial company and to carry on any trade or business whatsoever, including the provision of services of all descriptions.
- (b) To invest the Company's money and funds in any investments and to hold, sell or otherwise deal with investments or currencies or other financial assets.
- (c) To borrow and raise money in any manner that the Company thinks fit, whether by the creation and issue of bonds, debentures or debenture stock or other securities, convertible into any stock or shares or securities of the Company if so thought fit, or otherwise howsoever, and to accept money on deposit and to secure the discharge of any debt or other obligation of or binding on the Company by mortgage, charge, lien or other security upon the whole or any part of the Company's property (present or future) and undertaking, including its uncalled capital, and collaterally or further to secure any obligations of the Company by a trust deed or other assurance or pledge.
- (d) To enter into any option, currency or interest rate exchange, futures contract or forward contract, warrant, swap, swap option, collar, floor, cap or any other agreement or derivative or other transaction of a similar nature.
- (e) To enter into any guarantee, contract of indemnity or suretyship and in particular, but without limitation, to guarantee, support or secure, with or without consideration or other advantage (whether direct or indirect), and whether by personal covenant or mortgage, charge or lien over all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company or by any other means, the performance of any obligations or commitments of, and the repayment or payment of the principal

amounts of, and any premiums, dividends, interest, commissions, charges and other moneys payable on or in respect of, any securities or liabilities of any person including, without limitation, any limited liability company or other company which is for the time being the Company's holding company, the Company's subsidiary, a subsidiary of the Company's holding company or any person which is for the time being a member or otherwise has an interest in the Company or is associated with the Company in any business or venture. For the purposes of this paragraph, "**guarantee**" includes any obligation, however described, to pay, satisfy, provide funds for the payment or satisfaction of (including, without limitation, by advance of money, purchase of or subscription for shares or other securities and purchase of assets or services), indemnify against the consequences of default in the payment of, or otherwise be responsible for, any indebtedness of any other person.

- (f) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest and manage, develop, work, improve, sell, dispose of or otherwise turn to account and deal with any lands, buildings, servitudes, easements, rights, privileges, concessions, machinery, plant, stock-in-trade, property, business, undertaking and any heritable or moveable real or personal property of any kind
- (g) To lend, advance or deposit money and provide credit and financial accommodation, with or without security, to any person, firm or company.
- (h) To acquire an interest in, amalgamate with or enter into partnership or any profit-sharing arrangement with, or to cooperate or participate in any way with, or to take over or assume any obligation of, or to assist or subsidise, any person and to act as agents and brokers for and perform services for any person.
- (i) To sell, lease, mortgage, charge, exchange, let on hire, grant licences, easements, options and other rights over, and in any other manner deal with or dispose of the whole or any part of the undertaking, property and assets (present and future) of the Company for any consideration, including, without limitation, for shares or other securities, whether fully or partly paid up, of any person or for a share of profit or a royalty or other periodical or deferred payment.
- (j) To issue and allot securities of the Company for cash or in payment or part payment for any real or personal property purchased or otherwise acquired by the Company or any services rendered to the Company or as security for any obligation or amount (even if less than the nominal amount of such securities).
- (k) To give to any person remuneration or other compensation or reward for services rendered or to be rendered in placing, assisting and guaranteeing the placing and procuring the underwriting of, any shares or other securities of the Company or of any person in which the Company may be interested or proposes to be interested, or in connection with the conduct of the business of the Company or in connection with its formation.

- (l) To pay out of the funds of the Company all or any costs, charges and expenses which the Company may lawfully pay of or incidental to its promotion, formation and registration and to procure the registration or incorporation of the Company in or under the laws of any place outside England and Wales.
- (m) To enter into any arrangement with a government or authority, whether national, international, municipal, local or otherwise, or other person and to obtain from any government or authority or person any legislation, order, right, privilege, franchise or concession.
- (n) To apply for, register, purchase or by other means acquire, protect, prolong and renew any patent, patent right, brevet d'invention, licence, secret process, invention, trade mark, service mark, copyright, design, protection and concession and any right of the same or similar effect or nature, and to use, turn to account, manufacture under and grant licences and privileges in respect of those things, and to spend money in experimenting with, testing, researching, improving and seeking to improve any of those things.
- (o) To subscribe for, acquire and hold (in each case absolutely or conditionally) shares, debentures and other securities of any person and to co-ordinate, finance and manage the business and operation of any person in which the Company has an interest.
- (p) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (q) To support, subscribe to and contribute to any charitable or public object and any institution, society and club which may be for the benefit of the Company or persons who are or were directors, officers or employees of the Company, its predecessor in business, any subsidiary of the Company or any person allied to or associated with the Company, or which may be connected with any town or place where the Company carries on business, to subsidise and assist any association of employers or employees and any trade association and to grant pensions, gratuities, annuities and charitable aid and to provide advantages, facilities and services to any person (including any director or former director) who may have been employed by or provided services to the Company, its predecessor in business, any subsidiary of the Company or any person allied to or associated with the Company and to the spouses, children, dependants and relatives of those persons and to make advance provision for the payment of those pensions, gratuities and annuities by establishing or acceding to any trust, scheme or arrangement (whether or not capable of approval by the Commissioners of Inland Revenue under any relevant legislation) the directors think fit, to appoint trustees and to act as trustee of any trust, scheme or arrangement, and to purchase and maintain and to make payments towards any type of insurance for or for the benefit of those persons and their spouses, children, dependents and relatives.
- (r) To establish, support and maintain profit-sharing or share purchase schemes for the benefit of employees of the Company and any of its subsidiaries and, in particular, but without limitation, to establish and contribute to any scheme for



the acquisition by trustees of shares or other securities of the Company to be held for the benefit of the employees of the Company or (so far as permitted by law) any subsidiary of the Company or any person allied to or associated with the Company and to lend money to those employees or to trustees on their behalf to enable them to purchase or subscribe for shares or other securities of the Company.

- (s) To cease carrying on or to wind up any business or activity of the Company and to cancel any registration of and to wind up or procure the dissolution of the Company in any state or territory.
- (t) To distribute among the shareholders in specie any of the Company's property and any proceeds of sale or disposal of any of the Company's property and for that purpose to distinguish and separate capital from profits.
- (u) To do all or any of the above things or matters in any part of the world and either as principal, agent, contractor, trustee or otherwise and by or through trustees, agents, subcontractors or otherwise and either alone or in conjunction with others.
- (v) To carry on any other activity and do anything of any nature which in the opinion of the directors of the Company is or may be capable of being conveniently carried on or done in connection with the above, or likely directly or indirectly to enhance the value of or render more profitable all or any part of the Company's undertaking, property or assets or otherwise to advance the interests of the Company or of its members.
- (w) To do all things that are in the opinion of the directors incidental or conducive to the attainment of all or any of the above objects or the exercise of all or any of its powers.

In this clause 3:

- (i) "**company**" includes any limited liability company, partnership, firm or other body of persons, whether formed, domiciled or resident in the United Kingdom or elsewhere and whether incorporated or unincorporated;
- (ii) "**person**" includes any company as well as any legal or natural person;
- (iii) "**and**" and "**or**" shall mean "**and/or**" where the context so permits;
- (iv) "**other**" and "**otherwise**" shall not be construed *ejusdem generis* where a wider construction is possible;
- (v) the objects specified in the above paragraphs of this clause 3 shall not, except where otherwise specifically provided in the relevant paragraph, be limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company or the nature of any trade or business carried on by the Company, or by the fact that at any time the Company is not carrying on any trade or business but may be

carried out in as full and ample a manner and shall be construed in as wide a sense as if each of those paragraphs defined the objects of a separate, distinct and independent company; and

- (vi) none of the paragraphs of this clause 3 or the objects or powers specified or conferred in or by them is deemed subsidiary or ancillary to the objects or powers mentioned in any other paragraph.

4. **Limited liability**

The liability of the Members is limited.

5. **Share capital**

The share capital of the Company is £5,000,000.00 divided into 5,000,000 Ordinary shares of £1.00 each

We, the person whose name, address and description is subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our name.

<b>NAME, ADDRESS AND DESCRIPTION OF SUBSCRIBER</b>	<b>Number of Shares taken by Subscriber (in words)</b>
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MAWLAW SECRETARIES LIMITED  
20 Black Friars Lane  
London  
EC4V 6HD

ONE

Body Corporate

.....  
for and on behalf of  
Mawlaw Secretaries Limited  
Secretary

Dated: 6 October 2008

WITNESS to the above Signature:

Company No.

THE COMPANIES ACTS 1985 TO 2006

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

**HEITMAN U.K. LIMITED**

**1. Preliminary**

1.1 The regulations contained in Table A in the Schedule to the Companies (Table A to F) Regulations 1985 (as amended) ("**Table A**") apply to the Company save insofar as they are excluded or modified by these Articles and to the extent that they are not inconsistent with the provisions of these Articles and, together with this document, constitute the articles of association of the Company. A reference in these Articles to a particular "**Regulation**" is to the relevant regulation of Table A.

1.2 Regulations 37, 53, 64, 65, 67, 73 to 80, 81, 85, 86, 88, 89, 94 to 97, 111, 115 and 118 do not apply to the Company.

**2. Interpretation**

2.1 In these Articles (if not inconsistent with the subject or the context) the following definitions apply:

**Act** means the Companies Act 1985 including any statutory re-enactment or modification from time to time in force (including, without limitation, the provisions of CA06 from time to time in force);

**Associated Company** has the meaning given in s.256 CA 06

**CA06** means the Companies Act 2006 including any statutory re-enactment or modification from time to time in force

**member** means a member of the Company;

**paid up** means paid up or credited as paid up;

**share** means a share in the capital of the Company of whatever class; and

**working day** has the meaning given in CA06

2.2 In these Articles, save as otherwise specifically provided:

(a) words and expressions which have particular meanings in Table A have the same meanings in these Articles;

- (b) references to "**Articles**" are references to provisions of this document and references to paragraphs are, unless otherwise stated, references to paragraphs of the Article in which the reference appears;
  - (c) the word "**company**" includes any body corporate; and
  - (d) the term "**electronic communication**" has the meaning given in the Electronic Communications Act 2000 and references to an "**address**" in relation to an electronic communication include any number or address used for the purposes of such communication.
- 2.3 The headings to these Articles are inserted for convenience only and shall not affect their construction.
- 2.4 A special resolution is effective for any purpose for which an ordinary resolution is expressed to be required under these Articles.
3. **Share Capital**
- 3.1 The authorised share capital of the company at the date of incorporation is £5,000,000.00 divided into 5,000,000 ordinary shares of £1.00 each.
- 3.2 All unissued shares comprised in the authorised share capital of the Company at the date of incorporation of the Company are at the disposal of the directors, who are generally and unconditionally authorised for the purpose of Section 80 of the Act to exercise all powers of the Company to allot relevant securities of the Company to such persons, at such times and generally on such terms and conditions as they think fit except that this general authority:
- (a) does not permit the directors to allot relevant securities in an amount which is in excess of the unissued share capital of the Company at the date of incorporation of the Company; and
  - (b) unless previously renewed, varied or revoked by the Company in general meeting, will expire on the date which is five years from the date of incorporation of the Company, save that the directors may, after this authority expires, allot relevant securities pursuant to an offer or agreement made by the Company before such authority expired.
- 3.3 The pre-emption provisions of Section 89(1) and Sections 90(1) to 90(6) of the Act shall not apply to any allotment of the Company's equity securities made under Article 3.2.
- 3.4 The lien conferred by Regulation 8 shall also attach to fully paid shares and to all shares registered in the name of any person indebted or under any liability to the Company, whether he is the sole holder of such shares or one of several joint holders, and shall extend to all moneys presently payable by him or his estate to the Company.
4. **Transfer of Shares**
- 4.1 Subject to Article 14, the directors may, in their absolute discretion refuse to register the transfer of a share to any person, whether or not it is a fully paid share or a share

on which the Company has a lien. If the directors refuse to register the transfer it must provide the transferee with reasons for the refusal. The first sentence of Regulation 24 is deleted.

- 4.2 The transferor of a share shall be deemed to remain its holder until the name of the transferee is entered in the register of members in respect of that share.

5. **Sole Member's Resolutions in lieu of General Meetings**

Subject to the Act, if and for so long as the Company has only one member, any decision which is required by the Act to be taken in general meeting may be taken by means of a written resolution, that decision shall be as valid and effective as if agreed by the Company in general meeting. Any decision taken by a sole member shall be recorded in writing and delivered by that member to the Company and such record shall be entered in the minute book of the Company.

6. **Number of Directors**

Effective upon the date of this Agreement, there shall be three (3) directors (each hereafter, a “**director**”), one of whom shall always be the individual then serving as the member's Chief Executive Officer or equivalent position (the “**CEO director**”). The members may also remove any director at any time with or without cause so long as there are at least three (3) remaining directors, one of whom is the CEO director. Any director vacancy occurring by death, resignation, removal or otherwise may be filled for the unexpired portion of the term by the members but the members shall have no obligation to fill any such vacancy so long as there are at least three (3) remaining directors, one of whom is the CEO director. Each director shall serve in such capacity until his or her death, resignation or removal.

7. **Appointment and Removal of Directors**

- 7.1 The directors shall be appointed by the members by ordinary resolution.

- 7.2 The office of a director shall be vacated if:

- (a) he or she resigns by notice delivered to the secretary at the office or tendered at a board meeting;
- (b) he or she ceases to be a director by virtue of any provision of the Act, is removed from office pursuant to these Articles or becomes prohibited by law from being a director;
- (c) he or she becomes bankrupt or makes any arrangement or compounds with his or her creditors generally;
- (d) he or she becomes incapable by reason of death, illness (including, without limitation, mental illness or disorder) or injury of managing or administering any property or affairs of his or her own or of the Company; and
- (e) his or her appointment is terminated by the members.

- 7.3 A resolution of the directors declaring a director to have vacated office under the terms of this article is conclusive as to the fact and grounds of vacation stated in the resolution.

## **8. Powers of Directors**

- 8.1 The directors may exercise all the powers of the Company to borrow or raise money without limit and to mortgage or charge its undertaking, property and uncalled capital and, subject to Section 80 of the Act, to issue debentures, loan stock and other securities for any debt, liability or obligation of the Company or of any third party.
- 8.2 Subject to the Act, the directors may at any time, without any sanction or approval given by the members of the Company in general meeting, declare and pay dividends, including interim and final dividends, in accordance with the respective rights of the members. Regulation 103 is modified accordingly.

## **9. Committees**

The directors may delegate any of their powers, authorities and discretions (with power to sub-delegate) to committees consisting of such persons (whether directors or not) as they think fit. References in these Articles to any committee of the directors shall include a committee of such persons and references to a director as a member of such a committee shall include such a person. Where a provision of the Articles refers to the exercise of a power, authority or discretion by the directors and that power, authority or discretion has been delegated by the directors to a committee, the provision shall be construed as permitting the exercise of the power, authority or discretion by the committee. Regulation 72 is modified accordingly.

## **10. Proceedings of Directors**

- 10.1 Subject to these Articles, the directors may regulate their proceedings as they think fit. A director at any time may, and the secretary at the request of a director shall, call a meeting of the directors. All directors whether or not absent from the United Kingdom are entitled to receive notice of meetings of the directors. A director may waive the requirement that notice be given to him of a board meeting, either prospectively or retrospectively.
- 10.2 Notice of a meeting of the directors, or of any committee of the directors, shall be deemed to be duly given to a director if it is given to him personally or by word of mouth or sent in writing to him at his last known address or any other address given by him to the Company for this purpose or by giving it using electronic communications to an address for the time being notified to the Company by the director.
- 10.3 The quorum for the transaction of the business of the directors may be fixed by the directors and unless so fixed at any other number is two. A meeting of the directors at which a quorum is present is competent to exercise all powers, authorities and discretions for the time being vested in or exercisable by the Board.
- 10.4 Questions arising at any meeting of the directors shall be decided by a majority of votes.

- 10.5 Any director may participate in a meeting of directors by means of conference telephone or similar communications equipment which enables all persons participating in the meeting to hear and speak to each other throughout the meeting. A person participating in this way is deemed to be present in person at the meeting, may be counted in the quorum and is entitled to vote. Subject to the Act, all business transacted in this way by the directors is for the purposes of these Articles deemed to be validly and effectively transacted at a meeting of the directors, even though fewer than two directors are physically present at the same place. The meeting is deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting then is.
- 10.6 The Board may not authorise a matter as permitted by s175(4)(b) CA06.
- (a) A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration or other benefit which he derives from or in connection with a relationship involving a conflict of interest or possible conflict of interest which has been authorised by the Company in general meeting or by sole member's resolution, in accordance with Article 5 (subject to any terms, limits or conditions attaching to that authorisation).
  - (b) If he has disclosed to the Company and the Company has approved in general meeting or by sole member's resolution, the nature and extent of his interest to the extent required by CA06, a director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration or other benefit which he derives from or in connection with:
    - (i) being a party to, or otherwise interested in, any transaction or arrangement with:
    - (ii) the Company or in which the Company is interested; or
    - (iii) a body corporate promoted by the Company or in which the Company is otherwise interested;
    - (iv) acting (otherwise than as auditor) alone or through his organisation in a professional capacity for the Company (and he or that organisation is entitled to remuneration for professional services as if he were not a Director); or
    - (v) being a director or other officer of, or employed by, or otherwise interested in, a body corporate promoted by the Company or in which the Company is otherwise interested.
  - (c) A director's receipt of any remuneration or other benefit referred to in Article 10.6 (a) or (b) does not constitute an infringement of his duty under s176 CA06.



- (d) A transaction or arrangement referred to in Article 10.6 (a) or (b) is not liable to be avoided on the ground of any remuneration, benefit or interest referred to in that Article.
- 10.7 A director who is in any way, either directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company, or a proposed transaction or arrangement with the Company must declare the nature and extent of his interest to the other directors in accordance with s177 or s182 CA06. Subject to such a disclosure and to the terms imposed by any authorisation given by the Company, a director may vote at a meeting of the Board in respect of any contract, transaction, arrangement or proposal in which he has an interest and if he does so, his vote may be counted and he may be taken into account in ascertaining whether a quorum is present. Among other things the directors may cause the Company by written agreement to indemnify and/or insure any director, officer or other employee and all such undertakings shall be valid and enforceable against the Company.
- 10.8 Any written resolution as referred to in Regulation 93 may consist of several documents in like form, each signed or approved by letter or facsimile transmission by a majority in numbers of the directors entitled at the relevant time to receive notice of the relevant meeting and Regulation 93 shall be modified accordingly.
- 10.9 Subject to the Act, any business to be transacted by the directors in a meeting may be taken by means of a written resolution executed by a majority in number of the directors entitled at the relevant time to receive notice of the relevant meeting and that transaction of business shall be valid and effective as if agreed by the directors in a meeting.
11. **Minutes and Books**
- Any register, minute book, book of account or other book or record required by these Articles or the Act to be kept by or on behalf of the Company may be kept either by making entries in bound books or by recording them in any other manner.
12. **Seal**
- The Company may have a seal if it so wishes and the directors shall ensure the safe custody of such seal. The obligation under Regulation 6 relating to the sealing of share certificates shall only apply if the Company has a seal.
13. **Dividends**
- Any dividend or other sum payable by the Company on or in respect of a share may also be paid by any bank or funds transfer system or by such other means as the holder may direct. The Company shall not be responsible for any sums lost or delayed in the course of any such transfer or where it has acted on any such directions and Regulation 106 is supplemented accordingly.
14. **Notices**
- 14.1 Any notice to be sent to the Company pursuant to these Articles shall either:

- (a) be given in writing and delivered, either personally or by post, to the Company at the office marked for the attention of the secretary, or handed to the chairman of a meeting of the directors; or
- (b) be given using electronic communications to an address for the time being notified for that purpose to the person giving the notice,

and shall take effect from the time at which it is received at the office or is handed to the CEO director or is despatched by electronic means (as the case may be) or, if a later time is specified in the notice for that purpose, that later time.

- 14.2 All members, whether or not resident in or having a registered address in the United Kingdom, are entitled to receive notice of meetings and other documents from the Company, except that the directors may determine in their absolute discretion that any particular notice or document shall not be sent to any member if to do so may breach any law or the rules or requirements of any recognised regulatory body or investment exchange in any jurisdiction. Any notice or other document to be posted to any member having a registered address outside the United Kingdom shall be sent by airmail. The last two sentences of Regulation 112 do not apply to the Company.
- 14.3 Proof that an envelope containing a notice or other document was properly addressed, prepaid and posted shall be conclusive evidence that the notice or other document was delivered and any such notice or other document is deemed to have been delivered 24 hours after the envelope containing it was posted. Any notice or other document left at a registered address is deemed to have been served or delivered when it was so left. Any notice or other document delivered to any member by electronic communication is deemed to have been delivered on the day of despatch.

## 15. **Authentication of Documents**

Any director or the secretary (if any) or any person appointed by the directors for the purpose may authenticate any documents which are required to be authenticated by the Company.

Name, address and description of subscriber

MAWLAW SECRETARIES LIMITED

20 Black Friars Lane  
London  
EC4V 6HD

Body Corporate

.....  
for and on behalf of  
Mawlaw Secretaries Limited  
Secretary

Dated: 6 October 2008

WITNESS to the above Signature: