

Company no. 6737045

TUESDAY



THE COMPANIES ACTS 1985 AND 2006
PRIVATE COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
OF
TENELM LIMITED

(Adopted by Written Special Resolution passed on 8th October 2009)

1. The Company's name is "103a PARK STREET LIMITED"
2. The Company's Registered Office is to be situated in England and Wales.
3. Terms defined in the Articles of Association of the Company have the same meaning in this Memorandum of Association
4. The Company's objects are:
 - 4.1 To take an assignment from Charles Street Estates Limited (company no. 2915334) of:
 - (a) an underlease of the Flats granted by Shogun Properties Corporation (a company incorporated in Panama) for a term of 99 years from and including 29 September 1998 by deed made on 2 November 1999 between Grosvenor West End Properties (company no. 956235) (1) the said Shogun Properties Corporation (2) and the said Charles Street Estates Limited (3) subject (inter alia) to an existing sub-underlease in respect of each of the Flats (together 'the sub-Underleases') ('the Underlease'); and
 - (b) a licence to use the roof terraces at
 - (i) 48 Green Street London W1; and
 - (ii) 103A Park Street London W1respectively, granted by Shogun Properties Corporation for an indeterminate term (but terminable by the grantor as therein described) by

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deed made on 2 November 1999 between Grosvenor West End Properties (company no. 956235) (1) the said Shogun Properties Corporation (as 'Landlord') (2) and the said Charles Street Estates Limited (as 'Tenant') (3) subject (inter alia) to existing sub-licences in respect of Flat number 1 (which relates to the roof terrace at 48 Green Street London W1) and in respect of Flat number 3 (which relates to the roof terrace at 103A Park Street London W1), which in each case is coterminous with the relative sub-Underlease (together 'the sub-Licences') ('the Licence')

and subject thereto:

- (i) to perform and observe the covenants on the part of the tenant contained in the Underlease and the Licence respectively;
- (ii) to perform and observe the covenants on the part of the landlord contained in the sub-Underleases and the sub-Licences;
- (iii) to manage and maintain all the common parts of the Premises and to provide such services for the benefit of the Owners as shall in each case be prescribed in the sub-Underleases and the sub-Licences and in any other leases transfers and other documents by virtue of which the Owners enjoy the benefits of ownership and/or occupation;
- (iv) to acquire the benefit of and to enforce by all means available at law or equity for the benefit of all Owners all covenants (restrictive or otherwise), choses in action and contracts which will have a direct or indirect effect on the value of the Flats or the enforcement of which shall be for the benefit of the Premises as a whole;
- (v) to grant or acquire such leases, licences, easements, rights, privileges and profits as may be requisite to secure to the Owners full enjoyment of the buildings comprised in the Estate from time to time;
- (vi) to deal in all requisites for the creation and maintenance of the supplies, facilities and amenities for the Premises and whether the same shall have been provided by the Company or not;
- (vii) to negotiate and enter into contracts or arrangements which may be beneficial to the Owners or any of them;
- (viii) to assume liability and responsibility for carrying out obligations in connection with the Premises and to the Owners on such terms as may be thought expedient; and
- (ix) to purchase, take on lease or in exchange, or otherwise acquire any estate or interest in property forming or to form part of the Premises.

4.2 To effect and keep on foot policies of insurance against every kind of risk and liability affecting the Company or its property.

- 4.3 To enter into contracts, agreements and arrangements with any other company for the carrying out by such other company on behalf of the Company of any of the objects for which the Company is formed.
- 4.4 To enter into any arrangements with any Government or any authority, supreme, municipal, local or otherwise, that may seem conducive to the Company's objects or any of them, and to obtain from any such Government or authority any rights, privileges and concessions which the Company may think it desirable to obtain and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
- 4.5 To collect, receive or pay or act as agents for the collection, receipt or payment of money.
- 4.6 To promote any company for the purpose of acquiring all or any of the property and liabilities of the Company, or for any other purpose which may seem directly or indirectly calculated to benefit the Company.
- 4.7 To pay out of the funds of the Company all expenses which the Company may lawfully pay of or incident to the formation, registration and advertising of the Company, and the issue of its capital.
- 4.8 To remunerate any person, firm or company rendering service to the Company whether by cash payment or otherwise as may be thought expedient.
- 4.9 To receive money on deposit upon such terms as the Company may approve.
- 4.10 To invest and deal with the moneys of the Company in such manner as may from time to time be determined.
- 4.11 To borrow or raise or secure the payment of money in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture stock, perpetual or otherwise charged upon all or any of the Company's property (both present and future), including its uncalled capital, and to purchase, redeem or pay off any such securities.
- 4.12 To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange and other negotiable and transferable instruments.
- 4.13 To acquire by purchase, lease, concession, grant, licence or otherwise deal in any real or personal property and such other property as the Company shall deem fit, and generally to hold, manage, develop, sell, lease, exchange, let on hire, or dispose of

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any of the same or the undertaking of the Company, or any part or parts thereof, for such consideration as the Company may think fit, and, in particular, for shares whether fully or partly paid-up, debentures or securities of any other company, whether or not having objects altogether, or in part, similar to those of the Company, and to hold and retain any shares, debentures or securities so acquired, and to improve, manage, develop, sell, exchange, lease, mortgage, dispose of or turn to account or otherwise deal with all or any part of the property or rights of the Company.

- 4.14 To obtain any Provisional Order or Act of Parliament, or licence from any government department or other authority for enabling the Company to carry any of its objects into effect or for effecting any modifications of the Company's constitution or for any other purposes which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- 4.15 To distribute any of the property of the Company in specie among the shareholders.
- 4.16 To amalgamate with any other company having objects altogether or in part similar to those of this Company.
- 4.17 To do all or any of the above things as principals, agents, contractors, trustees or otherwise and by or through trustees, agents, servants or contractors or otherwise and either alone or in conjunction with others.
- 4.18 To do all such other things as are incidental or conducive to the attainment of the above objects, or any of them.

And it is hereby declared that the objects specified in each paragraph of this clause 4 shall, except where otherwise expressed in such paragraph, be regarded as independent objects, and in no ways limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company.

- 5. The liability of the Members is limited.
- 6. Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Company contracted before he ceases to be a member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1.

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7. No person shall be admitted to membership of the company other than the subscribers hereto and the Owners from time to time of a leasehold interest in a Flat.

WE, the subscribers to this Memorandum of Association, wish to be formed into a company pursuant to this Memorandum of Association.

Names and addresses of subscribers

Keith Stephen Dungate
188 Brampton Road
Bexleyheath
Kent DA7 4SY

Brian Robert Griffin
1 St Mary's Drive
Riverhead
Sevenoaks
TN13 2AR

Dated: 1st day of October 2008

Witness to the above signatures:

Robert Alan Hickford
10 Helena Place
London
E9 7NJ

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Company no. 6737045

THE COMPANIES ACTS 1985 AND 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
TENELM LIMITED

(Adopted by Written Special Resolution passed on 8th October 2009)

1. PRELIMINARY

The regulations constituting Table C in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended shall not apply to the Company.

2. INTERPRETATION

2.1 In these Articles:

'the Act'	means the provisions of the Companies Act 1985 and the Companies Act 2006 as amended and in force prior to adoption of these Articles;
'Articles'	means these Articles of Association of the Company;
'Clear Days'	in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
'Executed'	includes any mode of execution;
'Flat'	means a self contained maisonette in the Premises;
'Office'	means the registered office of the Company;
'Owner'	means the person or persons for the time being shown in the proprietorship register at

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	HM Land Registry as the proprietor of a Flat;
'Premises'	means the premises known as 103A Park Street being part of the building known as 48 Green Street and 103A Park Street London W1;
'Seal'	means the common seal of the Company;
'Secretary'	means the Secretary of the Company or any other person appointed to perform the duties of the Secretary of the Company, including a joint, assistant or deputy secretary;
'United Kingdom'	means Great Britain and Northern Ireland

3. OBJECTS

The Company is established for the purposes expressed in the Memorandum of Association.

4. MEMBERS

- 4.1 The subscribers to the Memorandum of Association of the Company and every Owner shall be members of the Company. Every Owner shall deliver to the Company an application for membership in such form as the directors require executed by him.
- 4.2 Membership shall not be transferable and shall cease ipso facto on the death or bankruptcy of a member or upon a member ceasing to be an Owner.
- 4.3 A member who ceases to be an Owner shall deliver to the Company notice in such form as the directors require executed by him giving the date on which the member ceased to be an Owner and the identity of the person who has become the Owner of the relevant Flat in his stead.
- 4.4 The trustee in bankruptcy of any member and the personal representative of a deceased member shall be entitled to become a member upon delivery to the Company an application for membership and shall for such purpose be deemed to be an Owner in respect of the relevant Flat in accordance with these Articles.
- 4.5 Where two or more persons are together Owners of a Flat they shall together constitute one Owner and one member in respect of that Flat and the person whose name appears first in the register of members shall be entitled to receive notices of

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meetings and to exercise all the voting and other powers accorded to members of the Company.

- 4.6 A member who is not for the time being in exclusive occupation of the Flat of which he is the Owner shall be entitled to appoint one person in exclusive occupation of the relevant Flat on his behalf to receive notices of meetings and to exercise all the voting and other powers accorded to members of the Company, such appointment to be delivered to the Company in such form as the directors require executed by him and shall remain in force until such member revokes it or ceases to be a member. Any such appointment shall be recognised by the Company without the appointment of such person as proxy for the member in connection with any particular meeting, and all references to 'member' in these Articles shall where the context so requires be deemed to include any person appointed by a member pursuant to this Article 4.6 for as long as such appointment shall continue.

5. GENERAL MEETINGS

The directors may call general meetings and, on the requisition of members pursuant to the provisions of the Act, shall forthwith proceed to convene a general meeting for a date not later than 8 weeks after receipt of the requisition. If there are not within the United Kingdom sufficient directors to call a general meeting, any director or any member of the Company may call a general meeting.

6. NOTICE OF GENERAL MEETINGS

General meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if is so agreed by a majority in number of the members having a right to attend and vote being a majority together holding not less than ninety per cent in nominal value of the shares giving that right. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted. Subject to the provisions of the articles and to any restrictions imposed on any shares, the notice shall be given to all the members, to all persons entitled to a share in consequence of the death or bankruptcy of a member and to the directors and auditors.

- 6.1 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

7. PROCEEDINGS AT GENERAL MEETINGS

- 7.1 No business shall be transacted at any meeting unless a quorum is present. Three persons entitled to vote upon the business to be transacted, each being a member or a

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proxy for a member or a duly authorised representative of a corporation, shall be a quorum.

- 7.2 If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such other time as the directors may determine. If at such adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be dissolved (but subject to the provisions of Article 8.7).
- 7.3 The chairman, if any, of the board of directors or in his absence some other director nominated by the directors shall preside as chairman of the meeting, but if neither the chairman nor such other director (if any) be present within 15 minutes after the time appointed for holding the meeting and willing to act, the directors present shall elect one of their number to be chairman and, if there is only one director present and willing to act, he shall be chairman.
- 7.4 If no director is willing to act as chairman, or if no director is present within 15 minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be chairman.
- 7.5 The chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for 14 days or more, at least 7 Clear Days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
- 7.6 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:
- (a) by the chairman; or
 - (b) by at least two members having the right to vote at the meeting
- and a demand by a person as proxy for a member shall be the same as a demand by the member.
- 7.7 Unless a poll is duly demanded a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall

12
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be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

7.8 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

7.9 A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

7.10 A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such other time and place as the chairman directs not being more than 30 days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

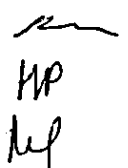
7.11 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least 7 Clear Days' notice shall be given specifying the time and place at which the poll is to be taken.

7.12 A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more members.


8. VOTES OF MEMBERS; REQUISITE MAJORITY

8.1 No member shall be entitled to vote at any general meeting of the Company unless all sums owing on any account by such member to the Company and due and payable shall first have been paid.

8.2 On a show of hands every member who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy, unless the proxy (in either case) or the representative is himself a member entitled to vote, shall have one vote and on a poll every member shall have one vote.



- 8.3 A member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person authorised in that behalf appointed by that court, and any such receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the directors of the authority of the person claiming to exercise the right to vote shall be deposited at the office, or at such other place as is specified in accordance with the Articles for the deposit of instruments of proxy, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.
- 8.4 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.
- 8.5 An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and shall be in such form as the directors may approve and may make provision for instructing the proxy how he shall act.
- 8.6 A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the Office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.
- 8.7 Any resolution of the members in general meeting shall require the unanimous approval of all the members. If any resolution proposed at a general meeting shall fail to be passed, or if a meeting shall be dissolved for lack of a quorum, the question of whether the resolution proposed at the meeting or which would have been proposed if the meeting had not been dissolved, ought to have been passed at the meeting (in the case of a dissolved meeting, on the assumption that the meeting had taken place and that the resolution had been proposed but not passed) shall, upon the application of any majority of the members who voted in favour of the passing of the resolution (or, in the case of a dissolved meeting, upon the application of those members who actually attended in person or by proxy at the time and place appointed for the meeting), be determined by an independent Chartered Surveyor of not less than ten years' standing having expertise in relation to the management of residential buildings in multiple leasehold ownership ('the Expert'), who shall be nominated by agreement between all the members, or failing such nomination within 14 days after


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the request of any member to the others therefor, nominated at the request of any member by the President from time to time of the Royal Institute of Chartered Surveyors. The Expert (a) shall determine the matter before him in accordance with what he considers to be the best interest of the Company taken as a whole having due regard to the objects for which the Company has been incorporated; and (b) shall act as an expert and not as an arbitrator and his written determination shall be final and binding on the members. The costs and expenses of the Expert in determining the issue for which he was appointed shall be borne by the members in equal shares unless the Expert otherwise determines. In the case of default by a person in paying his due proportion of such costs and expenses any of the other contributors, or (if a single member shall be solely responsible for such costs and expenses) the Company, may pay such sum in his stead and any payment made in so doing shall be recoverable from the defaulter as a debt payable on demand.

9. NUMBER OF DIRECTORS

9.1 Unless otherwise determined by ordinary resolution, the number of directors shall not be subject to any maximum but shall be not less than three.

9.2 The first directors shall be or shall be nominated by the subscribers to the Memorandum.

10. POWERS OF DIRECTORS

Subject to the provisions of the Act, the Memorandum and the Articles and to any directions given by special resolution, the business of the Company shall be managed by the directors who may exercise all the powers of the Company. No alteration of the Memorandum or Articles and no such direction shall invalidate any prior act of the directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this regulation shall not be limited by any special power given to the directors by the Articles and a meeting of directors at which a quorum is present may exercise all powers exercisable by the directors.

11. APPOINTMENT AND RETIREMENT OF DIRECTORS

11.1 Unless otherwise agreed between the members in writing, and notwithstanding any other provision of these Articles, no person shall be entitled to be or to be appointed a director unless either he is also a member of the Company or he (not being an Owner) has been nominated by an Owner to represent the interests on the board of directors of that Owner.

- 11.2 Subject to Article 12, each Owner shall be entitled to be a director or to nominate another individual (not being himself an Owner) to represent the interests on the board of directors of that Owner.

12. DISQUALIFICATION AND REMOVAL OF DIRECTORS

The office of a director shall be vacated if:

- (a) he ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a director; or
- (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (c) he is, or may be, suffering from mental disorder and either:
 - (i) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1984; or
 - (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
- (d) he resigns his office by notice to the Company; or
- (e) he shall for more than 6 consecutive months have been absent without permission of the directors from meetings of directors held during that period and the directors resolve that his office be vacated; or
- (f) he ceases to be a member or the representative of a member appointed under Article 4.6.

13. PROCEEDINGS OF DIRECTORS

- 13.1 Subject to the provisions of the Act and provided that he has disclosed to the directors the nature and extent of any material interest of his, a director notwithstanding his office may be a party to, or otherwise be interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested.
- 13.2 Subject to the provisions of the Articles, the directors may regulate their proceedings as they think fit. A director may, and the Secretary at the request of a director shall, call a meeting of the directors. It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom and who has left no address to which notices may be sent. Questions arising at a meeting shall be decided by a majority of votes.

- 13.3 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 shall be two.
- 13.4 The continuing directors or a sole continuing director may act notwithstanding any vacancies in their number, but, if the number of directors is less than the number fixed as the quorum, the continuing directors or director may act only for the purpose of filling vacancies or of calling a general meeting.
- 13.5 The directors may appoint one of their number to be the chairman of the board of directors and may at any time remove him from that office. Unless he is unwilling to do so, the director so appointed shall preside at every meeting of directors at which he is present. But if there is no director holding that office, or if the director holding it is unwilling to preside or is not present within 5 minutes after the time appointed for the meeting, the directors present may appoint one of their number to be chairman of the meeting. In the case of an equality of votes the chairman shall be entitled to a casting vote in addition to any other vote he may have.
- 13.6 All acts done by a meeting of directors, or of a committee of directors, or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote.
- 13.7 A resolution in writing signed by all the directors entitled to receive notice of a meeting of directors or of a committee of directors shall be as valid and effectual as if it had been passed at a meeting of directors as (as the case may be) a committee of directors duly convened and held and may consist of several documents in the like form each signed by one or more directors.

14. SECRETARY

Subject to the provisions of the Act, the Secretary shall be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them.

15. MINUTES

The directors shall cause minutes to be made in books kept for the purpose:

- (a) of all appointments of officers made by the directors; and

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- (b) of all proceedings at meetings of the Company, and of the directors, and of committees of directors, including the names of the directors present at each such meeting.

16. THE SEAL

The Seal shall only be used by the authority of the directors or of a committee of directors authorised by the directors. The directors may determine who shall sign any instrument to which the Seal is affixed and unless otherwise so determined it shall be signed by a director and by the Secretary or by two directors.

17. ACCOUNTS

Each member shall have the right of inspecting any accounting records or other book or document of the Company upon giving reasonable notice to the Secretary of his desire to do so.

18. NOTICES

- 18.1 Any notice to be given to or by any person pursuant to the Articles (including a notice calling a meeting of the directors) shall be in writing.

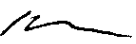
- 18.2 The Company may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member (or any person appointed by a member pursuant to Article 4.6) at his registered address or by leaving it at that address. A member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the Company.

- 18.3 A member present, either in person or by proxy, at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

- 18.4 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted.

19. INDEMNITY

Subject to the provisions of the Act but without prejudice to any indemnity to which a director may otherwise be entitled, every director or other officer or auditor of the


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Company shall be indemnified out of the assets of the Company against 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 in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

Names and addresses of subscribers

Keith Stephen Dungate
188 Brampton Road
Bexleyheath
Kent DA7 4SY

Brian Robert Griffin
1 St Mary's Drive
Riverhead
Sevenoaks
TN13 2AR

Dated: 1st day of October 2008

Witness to the above signatures:

Robert Alan Hickford
10 Helena Place
London
E9 7NJ

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