File Copy

CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 06861697

The Registrar of Companies for England and Wales hereby certifies that
50 DE BEAUVOIR ROAD 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 27th March 2009

N06861697U

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	**6861697**
Company name	50 DE BEAUVOIR ROAD LIMITED
I,	**EDWARD MARAVANYIKA**
of	**FLAT 2 50-52 DE BEAUVOIR ROAD** **LONDON** **N1 5AT**
a	person named as a director 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: **27/03/2009**

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Company Name in full: 50 DE BEAUVOIR ROAD LIMITED

Proposed Registered Office:
FLAT 3 50-52 DE BEAUVOIR ROAD
LONDON
N1 5AT

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

Agent's Name: **WATERLOW LEGAL & COMPANY SERVICES**

Agent's Address:
6-8 UNDERWOOD STREET
LONDON
N1 7JQ

Company Secretary

Name **JULIA SOPHIE ROBERTS**

Address: **FLAT 3 50-52 DE BEAUVOIR ROAD**
LONDON
N1 5AT

Consented to Act: **Y** *Date authorised* **27/03/2009** *Authenticated:* **YES**

Director 1:

Name **SUSANNE RUTH BEAGLEY**

Address: **FLAT 1 50-52 DE BEAUVOIR ROAD**
LONDON
N1 5AT

Nationality: **AUSTRALIAN**
Business occupation: **ORGANIC FARMER**
Date of birth: **22/03/1959**

Consented to Act: **Y** *Date Authorised:* **27/03/2009** *Authenticated:* **YES**

Director 2:

Name **EDWARD MARAVANYIKA**

Address: **FLAT 2 50-52 DE BEAUVOIR ROAD**
LONDON
N1 5AT

Nationality: **ZIMBABWE**
Business occupation: **EQUITY ANALYST**
Date of birth: **30/07/1975**

Consented to Act: **Y** *Date Authorised:* **27/03/2009** *Authenticated:* **YES**

Director 3:

Name **VICTORIA FITZPATRICK**

Address: **FLAT 4 50-52 DE BEAUVOIR ROAD**
LONDON
N1 5AT

Nationality: **BRITISH**
Business occupation: **SOLICITOR**
Date of birth: **20/09/1979**

Consented to Act: **Y** *Date Authorised:* **27/03/2009** *Authenticated:* **YES**

Director 4:

Name **JULIA SOPHIE ROBERTS**

Address: **FLAT 3 50-52 DE BEAUVOIR ROAD**
LONDON
N1 5AT

Nationality: **BRITISH**
Business occupation: **ARCHITECT**
Date of birth: **08/11/1980**

Consented to Act: **Y** *Date Authorised:* **27/03/2009** *Authenticated:* **YES**

Authorisation

Authoriser Designation: **agent** *Date Authorised:* **27/03/2009** *Authenticated:* **Yes**

50 De Beauvoir Road Limited

MEMORANDUM AND ARTICLES OF ASSOCIATION

(A Private Company limited by Shares adopting Table A with modifications)

Incorporated on

Company Number



Waterlow Legal & Company Services
6-8 Underwood Street
London N1 7JQ
Tel: 020-7250 3350
Fax: 020-7608 0867
Email: companyservices@waterlow.com
www.companyformations.co.uk

The Companies Act 1985 (as amended)

Private Company Limited by Shares

MEMORANDUM OF ASSOCIATION

of

50 De Beauvoir Road Limited

1. The Company's name is 50 De Beauvoir Road Limited

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

3. The Company's objects are:-

(A) To acquire, hold, manage, maintain, administer and deal with certain land and buildings (hereinafter called "the Property") known as 50-52 De Beauvoir Road, London, N1 5AT and to layout, provide for and maintain in good order the Property and to provide such renewals and additions as may from time to time become necessary to maintain and improve the amenities of the Property, including making contributions to any common roads, pathways, grounds and communal garden areas, placing and maintaining of policies of insurance in respect of all parts of the Property against loss or damage by fire, storm or tempest or special perils normally included in the Property Owners Liability Policies and the placing and maintaining of policies of insurance against all Third Party Claims and all such other policies of insurance as shall be considered necessary or desirable or fit.

(B) To do all or any of the following, that is to say, all works and things requisite, necessary, convenient or desirable for providing lighting and heating facilities for and supplying electricity, gas, water and all other services and amenities to the Property and for paying the rates and taxes including water rates (if any) and all other outgoings of whatsoever nature charged, assessed or payable thereon or on any part thereof and for engaging gardeners and other employees to provide amenities and services for the Property and the Residents thereof.

(C) To enter into leases, deeds, covenants and other instruments whereby the Company may or shall assume liabilities and responsibilities for carrying out obligations of all kinds of or in connection with the Property and the Residents thereof.

(D) To manage, administer and deal with land and buildings whether belonging to the Company or not and to collect rents and income and provide and supply to or for owners and occupiers of land or buildings, services and goods of all kinds.

(E) To set up and maintain management funds to pay the expenses incurred in the implementation of the Company's objects and to require the Members of the Company to contribute towards such funds as the Company shall deem fit.

(F) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property which may be deemed necessary, convenient or desirable for any of the purposes of the Company.

(G) To construct, alter and maintain any buildings or works necessary or convenient or desirable for any of the purposes of the Company or for the use of or as an amenity for the Property or the Residents thereof.

(H) To take any gift of any real or personal property for any one or more of the objects of the Company whether or not subject to any special trust or condition.

(I) To borrow and secure the repayment of money in such manner as the Company may think fit and to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding upon it.

(J) To lend money or advance credit with or without security, upon such terms as the Company may approve, and to guarantee or secure the payment of any moneys or the performance of any obligation by any person or company.

(K) To undertake and execute any trust or agency business (whether gratuitously or otherwise) the undertaking whereof may seem desirable whether as being convenient for or conducive to any of the objects of the Company or as being a convenience or amenity for the Property or for the Residents thereof.

(L) To take part in the formation, management, supervision or control of the Company and for that purpose to appoint and remunerate any Directors, Professional Advisors, Consultants, experts or agents and to pay all or any expenses incurred in connection with these activities.

(M) 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.

(N) To carry on all or any of the following businesses namely, builders and contractors, carpenters, decorators, gardeners, engineers, merchants of and dealers in stone, sand, lime, bricks, timbers, iron, steel, hardware, paint and other building or decorating requisites, electrical, heating, refrigerating and sanitary equipment, house and estate agents and insurance agents and to enter into contracts with others to supply these services.

(O) To sell, let or dispose of all or any of the property of the Company and to invest and deal with the moneys of the Company not immediately required.

(P) To enter into and make and be party to and accept such covenants and agreements in relation to or in connection with the Property or any other land or personal property as the Company may think fit.

(Q) To carry on any other trade or business or undertake any obligations, duties and responsibilities whatsoever which can in the opinion of the Company be advantageously carried on or undertaken by the Company in connection with or ancillary to any of the above objects.

(R) To provide for the welfare of persons employed or formerly employed by the Company and to grant pensions, allowances, gratuities and bonuses to officers or ex-

officers, employees or ex-employees of the Company or its predecessors in business or of any associated company of the Company or its predecessors in business or the dependants of such persons and to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory), with a view to providing pensions or other funds for any such persons as aforesaid or their dependants.

(S) To distribute any property of the Company in kind amongst the Members of the Company.

(T) To purchase and maintain insurance for or for the benefit of any persons who are or were at any time directors, officers, employees or auditors of the Company against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and or discharge of their duties and or in the exercise of their powers and or otherwise in relation to their duties, powers or offices in relation to the Company, and to such extent as may be permitted by law or otherwise to indemnify or to exempt any such person against or from any such liability.

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

(V) To do all or any of the things hereinbefore authorised either alone or in conjunction with or as trustee or agent for others or by or through trustees or managing agents and either with or without the intention or object of profit and whether gratuitously or otherwise.

(W) To do all such other things as are incidental to or conducive to the attainment of the above objects or any of them.

PROVIDED ALWAYS that the objects set forth in any sub-clause of this Clause shall not, except when the context expressly so requires, be in anywise limited or restricted by reference to or inference from the terms of any sub-clause or by the name of the Company. None of such sub-clauses or the objects therein specified or the powers thereby conferred shall be deemed subsidiary or auxiliary to the objects mentioned in the first sub-clause but the Company shall have full power to exercise all or any of the powers conferred by any parts of this Clause notwithstanding that the business, undertaking, property or acts proposed to be transacted, acquired, dealt with or performed do not fall within the objects of the first sub-clause of this Clause.

4. The liability of the Members is limited.

5. The Company's share capital is £4 divided into 4 Ordinary Shares of £1 each.

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

Names and Addresses of Subscribers	Number of shares taken by each subscriber
Susanne Ruth Beagley Flat 1 50-52 De Beauvoir Road London N1 5AT	One Ordinary
Victoria Fitzpatrick Flat 4 50-52 De Beauvoir Road London N1 5AT	One Ordinary
Julia Sophie Roberts Flat 3 50-52 De Beauvoir Road London N1 5AT	One Ordinary
Edward Maravanyika Flat 2 50-52 De Beauvoir Road London N1 5AT	One Ordinary

Dated: 24 March 2009

The Companies Act 1985 (as amended)

Private Company Limited by Shares

ARTICLES OF ASSOCIATION

of

50 De Beauvoir Road Limited

PRELIMINARY

1. (a) Subject as hereinafter provided the Regulations incorporated in Table A as set out in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the provisions of the Companies Act 2006 for the time being in force shall apply to the Company.

(b) The Articles hereinafter contained together with the Regulations incorporated in Table A subject to their exclusion or modification hereinafter expressed, shall constitute the Regulations of the Company.

(c) Any reference in these Articles to "the Act" shall mean the Companies Act 1985 as amended or extended by any other enactment.

(d) "communication" means the same as in the Electronic Communications Act 2000.

(e) "electronic communication" means the same as in the Electronic Communications Act 2000.

INTERPRETATION

2. In these Articles:-

"The Property" means:	the land and buildings described in the Memorandum of Association.
"Residence" means:	any residential unit comprised in the Property.
"Resident" means:	the leaseholder, tenant or freeholder of a Residence but so that should two or more persons be Residents of a Residence they shall be deemed to be one Resident for the purposes of these Articles.

Expressions referring to writing shall, unless a contrary intention appears, be construed as including references to print, lithography, photography and other modes of representing or reproducing words in a visible form.

3. In Regulation 1 of Table A there shall be inserted before the words "office" and "secretary" the word "the" and between the words "regulations" and "the Act" the words "and in any regulations adopting in whole or in part the same".

ALLOTMENT AND TRANSFER OF SHARES

4. Each issued share in the capital of the Company shall relate to a different Residence forming part of the Property and the Directors shall by resolution determine on the date of issue of any new share the Residence to which such share relates.

5. No share shall be allotted to any person unless and until payment in full for such share so allotted has been received by the Company.

6. For the purposes of Section 80 of the Act the Directors shall have authority to allot any unissued shares in the Share Capital of the Company at such times as they think proper within a period of five years from the date of incorporation of the Company subject to these Articles. The Company may by Ordinary Resolution at any time renew this authority (whether or not it has been previously renewed) for a period not exceeding five years (unless the Company elects by elective resolution to modify the duration of the authority pursuant to Section 80A of the Companies Act 1985) but such Resolution shall comply with the Act. Save as contained in the provisions of these Articles no share, shall be issued to any person who is not a Resident of the Residence to which the share relates. A Resident shall not be entitled to dispose of his shareholding in the Company while holding, whether alone or jointly with others, a legal estate in any Residence.

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

8. Except as required by law, no person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share or (except only as by these Articles or by law otherwise provided) any other rights in respect of any shares except an absolute right to the entirety thereof in the registered holder. Regulation 5 of Table A shall not apply to the Company.

9. Every person whose name is entered as a member in the register of members shall be entitled without payment to receive within two months after allotment or lodgment of transfer (or within such other period as the conditions of issue shall provide) one certificate for each of one of his shares. Every certificate shall be under the common seal of the Company if such exists or otherwise as specified in these Articles and shall specify the share to which it relates and the amount paid up thereon. Provided that in respect of a share held jointly by several persons the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders. Regulation 6 of Table A shall be modified accordingly.

10. The lien conferred by Regulation 8 of Table A shall attach to all shares and the Company shall have a first and paramount lien on all shares registered in the name of any person indebted or under liability to the Company whether he be the sole holder thereof or one of two or more joint holders for all moneys presently payable by him or his estate to the Company: but the Directors may at any time declare any shares to be wholly or in part exempt from the provisions of this Article. Regulation 8 of Table A shall be modified accordingly.

11. The instrument of transfer of a share shall be signed by or on behalf of the transferor who shall be deemed to remain the holder of the share until the name of the transferee is entered in the register of members in respect thereof and Regulation 23 of Table A shall be modified accordingly.

12. Subject to such of the restrictions of these Articles as may be applicable, any member may transfer all or any of his shares by instrument in writing in any usual or common form or any other form which the Directors may approve.

13. The Directors shall refuse to register a transfer of any share if the transferee is not the Resident of the Residence to which the share relates in accordance with these Articles but shall otherwise register such transfer provided:-

(a) the instrument of transfer is accompanied by the certificate of the share to which it relates, and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer; and

(b) the consideration for the transfer does not exceed the nominal value of the share. Regulation 24 of Table A shall not apply to the Company.

14. If any member parts with all interest in the Residence held in his name, or if his interest therein ceases and determines, the member or in the event of his death or bankruptcy his legal personal representative or trustee in bankruptcy shall transfer his shareholding in the Company to the person who becomes the Resident of his Residence.

15. Any person becoming entitled to a share in consequence of the death or bankruptcy of a member may, upon such evidence being produced as may from time to time properly be required by the Directors and subject as hereinafter provided, elect either to be registered himself as holder of the share or to have some person nominated by him registered as the transferee thereof, but the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by that member before his death or bankruptcy, as the case may be. The provisions of this Article shall apply to any person becoming entitled to a share in consequence of the merger or consolidation of any member being a corporation as they apply to any person becoming entitled to a share in consequence of the death or bankruptcy of a member. Regulation 30 of Table A shall not apply to the Company.

16. If the person so becoming entitled shall elect to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If he shall elect to have another person registered he shall testify his election by executing to that person a transfer of the share. All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers of shares shall be applicable to

any such notice or transfer as aforesaid as if the death or bankruptcy of the member had not occurred and the notice or transfer were a transfer signed by that member.

17. The Directors may at any time give notice requiring any person becoming entitled to a share in consequence of the death or bankruptcy of a member to elect either to be registered himself or to transfer it or offer it for purchase in accordance with these Articles. If such person refuses or neglects to comply with such notice within such reasonable time as is specified in the notice, one of the Directors duly nominated for that purpose by a Resolution of the Board of Directors, shall be the attorney of the member with full power to execute, complete and deliver a transfer of such member's share to the person to whom the same ought to be transferred and the Company may give a good discharge for the purchase money and enter the name of the transferee as the holder in the Register of Members.

18. The Directors may at any time by notice in writing require any member within such reasonable time as is specified in the notice to indicate in writing the capacity in which he holds any share in the capital of the Company and if he holds such share otherwise than as beneficial owner, to indicate in writing so far as it lies within his knowledge the persons who have an interest in such share (either by name and address or by other particulars sufficient to enable those persons to be identified) and the nature of their interest.

GENERAL MEETINGS AND RESOLUTIONS

19. (a) Subject to any rights or restrictions attached to any shares, 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, 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 for every share of which he is the holder. If and so long as the Company shall have one member only, that person alone present in person or by proxy or by a duly authorised representative shall be a quorum and in such instance, a proxy for a sole member shall be entitled to vote on a show of hands and Regulation 54 of Table A shall be deemed to be amended accordingly.

(b) In every notice convening a General Meeting of the Company there shall appear with reasonable prominence a statement that a Member entitled to attend and vote is entitled to appoint a proxy to attend and, on a poll, or a show of hands to vote instead of him and that such proxy need not also be a Member.

(c) Regulations 38 and 59 of Table A shall be modified accordingly.

(d) Proxies may be deposited at the Registered Office of the Company at any time before the time of the Meeting for which they are to be used unless otherwise specified in the notice convening such Meeting. The Directors may at their discretion treat an electronic communication appointing a proxy as a proxy for the purposes of this Article. Regulation 62 of Table A shall be modified accordingly.

20. All business shall be deemed special that is transacted at a general meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets, the reports of the Directors and Auditors, the election of Directors and the appointment of and the fixing of the remuneration of, the Auditors.

21. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless before or immediately following the declaration of the result of the show of hands a poll is demanded by the Chairman or any member present in person or by proxy and entitled to vote. Unless a poll be so demanded a declaration by the Chairman that a resolution has on a show of hands been carried (whether unanimously or by a particular majority) or lost and an entry to that effect made in the book containing the minutes of the proceedings of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in such vote.

22. Except as provided in these Articles, if a poll is duly demanded it shall be taken in such manner as the Chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

APPOINTMENT OF DIRECTORS

23. (a) Unless and until otherwise determined by the Company in General Meeting there shall be no maximum number of Directors and the minimum number of Directors shall be one. Whenever there shall be only one Director of the Company such Director may act alone in exercising all the powers, discretions and authorities vested in the Directors, and Regulation 89 of Table A shall be modified accordingly.

(b) Regulation 64 of Table A shall not apply to the Company.

24. No person shall be eligible to hold office as a Director who is not a member of the Company save for the first Directors of the Company on incorporation pursuant to Section 13(5) of the Act. Regulation 44 of Table A shall not apply to the Company.

25. (a) No person shall be appointed a Director at any General Meeting unless either:-

(i) he is recommended by the Directors; or

(ii) not less than fourteen nor more than thirty-five clear days before the date appointed for the General Meeting, notice executed by a Member qualified to vote at the General Meeting has been given to the Company of the intention to propose that person for appointment, together with notice executed by that person of his willingness to be appointed.

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

(c) The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number determined by the Company in General Meeting as the maximum number of Directors for the time being in force.

(d) Regulation 84 of Table A shall be modified by the deletion of the last sentence therefrom.

PROCEEDINGS OF DIRECTORS

26. Notice of a meeting of the Directors shall be deemed to be properly given to a Director if it is given to him personally or by word of mouth or sent in writing to him (by electronic communication or otherwise) at his last known address or any other address given by him to the Company for this purpose, or by any other means authorised in writing by the Director concerned. A Director absent or intending to be absent from the United Kingdom may request the Directors that notices of meetings of the Directors shall during his absence be sent in writing to him at an address given to the Company for this purpose, but if no request is made to the Directors it shall not be necessary to give notice of a meeting of the Directors to any Director who is for the time being absent from the United Kingdom. A Director may waive notice of any meeting either retrospectively or prospectively. Regulation 88 of Table A shall be modified accordingly.

27. All or any of the members of the board or any committee of the board may participate in a meeting of the board or that committee by means of a conference telephone or any other form of electronic communication which allows all persons participating in the meeting to communicate with each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be 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.

28. (a) A Director who is in any way either directly or indirectly interested (whether through persons connected with him as defined in section 346 of the Act or otherwise) in any contract, transaction or arrangement (whether or not constituting a contract and whether actual or proposed) with the Company or in which the Company is otherwise interested, shall declare the nature of his interest at a Meeting of the Directors in accordance with section 317 of the Act. Subject to such disclosure a Director shall be entitled to vote in respect of any such contract, transaction or arrangement (whether actual or proposed) in which he is interested and he shall be counted in reckoning whether a quorum is present.

(b) Regulations 94 to 97 (inclusive) of Table A shall not apply to the Company.

29. The Directors may determine such rules or procedures as they deem fit for the efficient running of the Company. The Company in General Meeting shall have power to amend or repeal such rules or procedures which shall be binding on all members of the Company for as long as they remain in force.

30. No person who is not a member of the Company shall be capable of being appointed an alternate Director. Regulation 65 of Table A shall be modified accordingly.

BORROWING POWERS

31. The Directors may exercise all the powers of the Company to borrow money, whether in excess of the nominal amount of the share capital of the Company for the time being issued or not, and to mortgage or charge its undertaking, property and uncalled capital or any part thereof, and to issue debentures, debenture stock or any other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

DISQUALIFICATION OF DIRECTORS

32. (a) The office of a Director shall be vacated if he ceases to be a member of the Company.

(b) Regulation 81 of Table A shall be modified accordingly.

GRATUITIES AND PENSIONS

33. The Directors are empowered to carry out the powers conferred by Clause 3(R) in the Memorandum of Association of the Company and Regulation 87 of Table A shall be modified accordingly.

NOTICES

34. (a) Any notice or other document may be served on or delivered to any Member by the Company either;

(i) personally, or

(ii) by sending it by post addressed to the Member at his registered address, or

(iii) by any form of electronic communication, or

(iv) by leaving it at his registered address addressed to the Member, or

(v) by any other means instructed in writing by the Member concerned and agreed by the Company.

In the case of joint holders of a share, service or delivery of any notice or other document on or to one of the joint holders shall for all purposes be deemed a sufficient service on or delivery to all the joint holders. Regulation 112 of Table A shall be modified accordingly.

(b) Any notice or other document, which is sent by post, shall be deemed to have been served or delivered 24 hours after posting and, in proving such service or delivery, it shall be sufficient to prove that the notice or document was properly addressed, stamped and put in the post. Any notice or other document left at a registered address otherwise than by post or sent by electronic communication, shall be deemed to have been served or delivered when it was so left or sent. Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given. Regulation 115 of Table A shall be modified accordingly.

EXECUTION OF DOCUMENTS

35. If the Company has a seal, which is to be affixed to a document, the document must be signed by one authorised person in the presence of a witness who attests the signature. For the purpose of this article, an authorised person is:-

(a) any Director of the company;

(b) the Company Secretary (if any); or

(c) A person authorised by the Directors for the purpose of signing documents to which a seal is applied.

INDEMNITY

36. 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 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

Susanne Ruth Beagley
Flat 1
50-52 De Beauvoir Road
London
N1 5AT

Victoria Fitzpatrick
Flat 4
50-52 De Beauvoir Road
London
N1 5AT

Julia Sophie Roberts
Flat 3
50-52 De Beauvoir Road
London
N1 5AT

Edward Maravanyika
Flat 2
50-52 De Beauvoir Road
London
N1 5AT

Dated: 24 March 2009