



**FILE COPY**

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

Company No. 6976124

The Registrar of Companies for England and Wales hereby certifies that

**1 BAKERS ROW LTD**

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

Given at Companies House on **29th July 2009**



**\*N06976124M\***



*Companies House*  
— for the record —



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**



# 12

Please complete in typescript,  
or in bold black capitals.

CHFP025

## Declaration on application for registration

Company Name in full

1 Bakers Row Ltd

I, Andrew Hugh Penny

of 31 Hill Street London W1J 5LS

† Please delete as appropriate.

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

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

Declarant's signature

Declared at

4 Hill Street, London W1J 5NE

Day Month Year

On

29 07 2009

① Please print name.

before me ①

BRUCE GRAHAM JAMES GRIPTON

Signed

Date

29/7/2009

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

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

Forsters LLP  
31 Hill Street  
London  
W1J 5LS

Tel 020 7863 8333

DX number 82988

DX exchange Mayfair

Companies House receipt date barcode

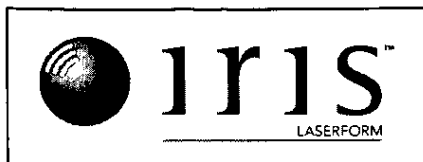
When you have completed and signed the form please send it to the Registrar of Companies at:

**Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff**  
for companies registered in England and Wales

or

**Companies House, 139 Fountainbridge, Edinburgh, EH3 9FF**  
for companies registered in Scotland

**DX 235 Edinburgh**  
**or LP - 4 Edinburgh 2**



# 10

Please complete in typescript,  
or in bold black capitals.

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

CHFP025

Notes on completion appear on final page

### Company Name in full

1 Bakers Row Ltd

### Proposed Registered Office

(PO Box numbers only, are not acceptable)

40 Queen Anne Street

Post town

London

County / Region

Postcode

W1G 9EL

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

Agent's Name

Address

Post town

County / Region

Postcode

Number of continuation sheets attached

You do not have to give any contact  
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**DX 235 Edinburgh  
or LP - 4 Edinburgh 2**

**Company Secretary** (see notes 1-5)

Company name 1 Bakers Row Ltd

NAME \*Style / Title

Mr

\*Honours etc

\* Voluntary details

Forename(s) Grant Alexander

Surname Lipton

Previous forename(s)

Previous surname(s)

Address ††

21 The Galleries

9 Abbey Road

Post town London

County / Region

Postcode NW8 9AQ

Country UK

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

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

Consent signature

Date

**Directors** (see notes 1-5)

Please list directors in alphabetical order

NAME \*Style / Title

Mr

\*Honours etc

Forename(s) Grant Alexander

Surname Lipton

Previous forename(s)

Previous surname(s)

Address ††

21 The Galleries

9 Abbey Road

Post town London

County / Region

Postcode NW8 9AQ

Country UK

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

Date of birth

Day Month Year

2 0 0 1

1 9 7 5

Nationality

British

Business occupation

Property Consultant

Other directorships

Chamy Distribution Ltd, Great Marlborough Estates Ltd

City Habitats Ltd

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

Consent signature

Date

**Directors**

(see notes 1-5)

Please list directors in alphabetical order

NAME	*Style / Title	Mr	*Honours etc
Forename(s)		Dean Howard	
Surname		Eliften CLIFFORD	
Previous forename(s)			
Previous surname(s)			
Address <input type="checkbox"/>		40 Asmunds Place	
Post town		London	
County / Region			Postcode NW11 7XG
Country		UK	
Date of birth		Day 06 Month 07 Year 1975	Nationality British
Business occupation		Investment Manager	
Other directorships		Great Marlborough Estates Ltd	
I consent to act as director of the company named on page 1			
Consent signature			Date 29/07/09

This section must be signed by either an agent on behalf of all subscribers or the subscribers (i.e those who signed as members on the memorandum of association).

Signed

Date

29/7/09

Signed

Date

29/7/09

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

## Notes

1. Show for an individual the full forename(s) NOT INITIALS and surname together with any previous forename(s) or surname(s).

If the director or secretary is a corporation or Scottish firm - show the corporate or firm name on the surname line.

Give previous forename(s) or surname(s) except that:

- for a married woman, the name by which she was known before marriage need not be given,
- names not used since the age of 18 or for at least 20 years need not be given.

A peer, or an individual known by a title, may state the title instead of or in addition to the forename(s) and surname and need not give the name by which that person was known before he or she adopted the title or succeeded to it.

Address:

Give the usual residential address.

In the case of a corporation or Scottish firm give the registered or principal office.

Subscribers:

The form must be signed personally either by the subscriber(s) or by a person or persons authorised to sign on behalf of the subscriber(s).

2. Directors known by another description:

- A director includes any person who occupies that position even if called by a different name, for example, governor, member of council.

3. Directors details:

- Show for each individual director the director's date of birth, business occupation and nationality.  
**The date of birth must be given for every individual director.**

4. Other directorships:

- Give the name of every company of which the person concerned is a director or has been a director at any time in the past 5 years. You may exclude a company which either **is** or at **all times during the past 5 years**, when the person was a director, **was** :
  - dormant,
  - a parent company which wholly owned the company making the return,
  - a wholly owned subsidiary of the company making the return, or
  - another wholly owned subsidiary of the same parent company.

If there is insufficient space on the form for other directorships you may use a separate sheet of paper, which should include the company's number and the full name of the director.

5. Use Form 10 continuation sheets or photocopies of page 2 to provide details of joint secretaries or additional directors.

**THE COMPANIES ACTS 1985 AND 1989  
COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL  
MEMORANDUM OF ASSOCIATION**



- of -

**1 BAKERS ROW LTD**

1. The Company's name is 1 Bakers Row Ltd ("the Company").
2. The Company's registered office is to be situated in England.
3. In this and subsequent clauses, if not inconsistent with the subject or context, the words set out below shall bear the meanings set opposite them:-

The Premises	:	the building and the freehold land on which it stands known as 1 Bakers Row, London EC1R 3DB as the same is registered at HM Land Registry under title number EGL537078
Apartment	:	a leasehold apartment within the Premises (which term shall include any maisonette or apartment being a separate dwelling), and other facilities enjoyed exclusively by that apartment.
Commercial Unit	:	a unit on the ground floor of the Premises to be let by the Landlord for non-residential use.
Common Parts	:	those parts of the Premises which are not Apartments or a Commercial Unit, and by, on, over or through which services are provided or amenity afforded to the Lessees exclusively as opposed to serving all occupiers of the Premises.
Headlease	:	a lease to be granted to the Company by the Landlord comprising such part of the Premises as contain the Apartments and the Common Parts
Landlord	:	the person from time to time registered at HM Land Registry as proprietor of the freehold title to the Premises
Lessee(s)	:	the leasehold proprietor or proprietors of an Apartment and the personal representatives or successors in title of such lessee(s).



Lease	:	the Lease of an Apartment in favour of the original Lessee of that Apartment.
The Committee	:	the executive committee of the Company as defined in the Articles of Association and being the Directors of the Company for the time being

**4. The Company's objects are**

- 4.1 To accept the grant of the Headlease
- 4.2 To act as an association of and for the Lessees and to manage and administer the Common Parts generally and in accordance with the covenants on the part of the Company contained in the Headlease.
- 4.3 To provide such services for the Lessees and to carry out such reconstruction, renewal, repairs, maintenance or renovation thereto as required under the Headlease and as the Committee may consider necessary or desirable and to provide or procure the provision of such services for the Apartments as may be required or expedient and to levy a service charge therefore in accordance with the provisions of the Headlease.
- 4.4 To make rules for the management of the Common Parts and the mutual convenience of the Lessees Provided That no such rules (which may include appropriate sanctions) shall be effective unless approved (or amended) by a Special Resolution of the members of the Company.
- 4.5 To purchase or sell, to take or let on lease, to take or give in exchange or hire, or otherwise acquire, grant, hold or dispose of for any estate or interest any real or personal property, and such other rights and interest in property as the Company shall think fit.
- 4.6 To carry on any other trade or business whatever which, in the opinion of the members of the Committee, can be advantageously carried on in connection with or ancillary to the business of the Company or is calculated directly or indirectly to enhance the value of or render profitable any of the property or rights of the Company.
- 4.7 To borrow and raise money for the furtherance of the objects of the Company in such manner and on such security as the Company may think fit.
- 4.8 To invest the monies of the Company not immediately required for the furtherance of its objects in or upon such investments, securities or property as may be thought fit.
- 4.9 To sell, let, mortgage, dispose of, or turn to account all or any of the property or assets of the Company.
- 4.10 To engage and pay such surveyors, agents solicitors and other professional persons and contractors and workmen and to employ such staff as are considered necessary for furthering the objects of the Company.
- 4.11 To make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows and other dependants.
- 4.12 To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company.




- 4.13 To accept, draw, make, execute, discount or endorse bills of exchange, promissory notes, or other negotiable instruments.
- 4.14 To insure the Company, its officers, contractors and employees and its property against all risks to which it or they may be or become liable.
5. The income and property of the Company shall be applied first towards the promotion of its objects as set forth in this Memorandum of Association. The Company may by Special Resolution resolve that any assets by the Company which are surplus to the actual and reasonably foreseeable requirements of the Company and proper promotion of its objects should be distributed among the members of the Company in the proportions referred to in Clause 8 below, but no such Special Resolution shall be effective unless the Company's auditors (or other accountants appointed for the purpose) shall have approved in writing the amount of surplus which it is proposed to distribute. The members of the Company entitled to participate in such a distribution shall, unless the Special Resolution authorising such distribution provides to the contrary, be those members entitled to attend and vote at the general meeting at which such Special Resolution is proposed.
6. The liability of the members is limited.
7. Every member of the Company undertakes to contribute such amount as may be required (not exceeding one pound (£1.00)) to the Company's assets if it should be wound up while he is a member or within one year after he ceases to be a member, for payment of the Company's debts and liabilities 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.
8. If upon the winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall be distributed to the members in the same proportion as each member as a Lessee is obliged to contribute to service charges in respect of his Apartment as set out in the relevant provision of the Lease of the relevant Apartment.

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


---

#### NAME, ADDRESS AND DESCRIPTION OF SUBSCRIBERS

Name: Grant Alexander Lipton  
Address: 21 The Galleries  
9 Abbey Road  
London NW8 9AQ

X  5.11.11

Names: Dean Howard ~~Clifton~~ Clifford  
Address: 40 Asmuns Place  
London NW11 7XG

X  1.11.11

Dated 29 July 2009

WITNESS to the above signatures:-

Name: FELICITY CHRISTENSEN

Address: 11 BRUTON STREET, LONDON, N1Y 6PY

Occupation: PA.

**THE COMPANIES ACTS 1985 AND 1989**

**COMPANY LIMITED BY GUARANTEE**

**AND NOT HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION**

**- of -**

**1 BAKERS ROW LTD**

1. In these Articles, if not inconsistent with the subject or context, words defined in the Memorandum of Association shall bear the same meaning and the words set out in the first column of the table below shall bear the meanings set opposite to them in the second column.

<b>WORDS</b>	<b>MEANINGS</b>
These Articles	These Articles of Association, as originally framed, or as from time to time altered by Special Resolution
Committee	The Executive Committee being the directors for the time being of the Company
Month	Calendar month
Office	The registered office of the Company
Seal	The common seal of the Company (if any)
Secretary	Any person appointed to perform the duties of the secretary
The Statutes	The Companies Acts 1985 and 1989 (or any statutory modification thereof) and every other Act for the time being in force concerning companies and affecting the Company
The United Kingdom	Great Britain and Northern Ireland
Year	Calendar year
The Bye Laws	As described in Article 47 below

- 1.1 Words importing the singular only shall include the plural and vice versa.
- 1.2 Words importing the masculine gender only shall include the feminine gender and words importing persons shall include corporations.
- 1.3 Save as aforesaid, any words or expressions defined in the Statutes shall, if not inconsistent with the subject or context, bear the same meaning in these Articles.

### **MEMBERSHIP**

2. The number of members with which the Company proposes to be registered is two, but the Committee shall from time to time register an increase of members as required by Article 3 below.
  - 2.1 The Membership of the Company shall be divided into A members and B members
  - 2.2 A members shall be the Lessees for the time being,
  - 2.3 the B members shall be two nominees of the Landlord until such time as it ceases to be a member in accordance with Article 2.5.
  - 2.4 For so long as the B members remain a member of the Company and have not ceased to be members in accordance with Article 2.5 the A members shall not be entitled to receive any notice of any General Meetings nor shall they have the right to attend and vote at any General Meeting nor exercise any voting rights whether at a meeting of the Company or on a written resolution but thereafter Articles 21-28 shall apply.
  - 2.5 Upon the Landlord selling and procuring the grant of a lease of more than twenty one years of the last remaining Apartment the B members shall automatically cease to be members and Article 2.4 shall cease to have any effect.
3. Every Lessee shall be entitled, in complying with the requirements set out in the next following Article, to become a member of the Company and no person other than a subscriber to these Memorandum and Articles or the replacement for such a member or a Lessee shall be registered as a member.

### **PROVIDED THAT:**

Until the Leases of all the Apartments have been granted the rights of Lessees under these Articles shall be in abeyance. Lessees who have applied for membership in accordance with the following article shall automatically be registered as members and assume their rights as such under these Articles, and the subscribers to the Memorandum and Articles as initial members shall resign, on the grant of the last Lease as aforesaid.

4. Every person desirous of becoming a member of the Company shall sign and deliver to the Company an application for membership in the following or a similar form:-

**"To the Committee, 1 Bakers Row Ltd ("the Company")**

I/We                      of

desire to become a members of the Company and request you to enter my/our name in the Register of Members accordingly. I/We agree to be bound by the Memorandum and

Articles of Association of the Company and in particular to contribute £1 in the event that the Company is put into insolvent liquidation"

5. When an Lessee is more than one person they shall be deemed for all purposes of membership of the Company to be one member and all correspondence and notices relating to the Company and its affairs shall be directed to the first named member.
6. A member shall cease to be a member if he ceases to be a Lessee on death or otherwise, but the Receiver or Attorney under an Enduring Power or lasting of Attorney which has been registered of any member who is of unsound mind shall be entitled to be treated in all respects (including without prejudice to the generality of the foregoing the right to appoint a proxy) as a member of the Company on behalf of the patient or donor of the Enduring Power of Attorney as the case may be.

### **GENERAL MEETINGS**

7. An Annual General Meeting shall be held not more than eighteen months after the incorporation of the Company and subsequently once in every Year, at such time (within a period of not more than fifteen months after the holding of the last preceding Annual General Meeting) and place as may be determined by the Committee. All other General Meetings shall be called Extraordinary General Meetings.
8. The Committee may whenever it thinks fit, and shall on requisition in accordance with the Statutes, proceed to convene an Extraordinary General Meeting.

### **NOTICE OF GENERAL MEETINGS**

9. An Annual General Meeting and a meeting called for the passing of a special resolution shall be called by twenty- one days' notice in writing at the least, and a meeting of the Company other than an Annual General Meeting or a meeting for the passing of an ordinary resolution shall be called by fourteen days' notice in writing at the least. The notice shall be exclusive of the day on which the notice is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of the meeting and shall be given, in a manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in general meeting, to such persons as are entitled to receive such notices from the Company.

Provided That a meeting of the Company shall, notwithstanding that it is called by shorter notice than as aforesaid, be deemed to have been duly called if it is so agreed:-

- 9.1 in the case of an Annual General Meeting, by all the members entitled to attend and vote thereat; and
- 9.2 in the case of an Extraordinary General Meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority together representing not less than 80 per cent of the total voting rights at that meeting of all the members.

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

## **CONTENTS OF NOTICES**

10. Every notice calling a General Meeting shall specify the time and the place and the day and the hour of the meeting and in the case of an Annual General Meeting shall also specify the meeting as such. If other than routine business is to be transacted, the notice shall specify the general nature of such business; and if any resolution is to be proposed as an Extraordinary Resolution or a Special Resolution, the notice shall contain a statement to that effect.

## **ROUTINE BUSINESS**

11. Routine business shall mean and include only business transacted at an Annual General Meeting of the following classes, that is to say:-
  - 11.1 Reading, considering and adopting the balance sheet and income and expenditure account and reports of the Committee and the Auditors, and other related documents.
  - 11.2 Appointing Auditors and fixing their remuneration or determining the manner in which such remuneration is to be fixed.

## **PROCEEDINGS AT GENERAL MEETINGS**

12. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. Four members present in person or by proxy or one-half of the total number of members for the time being whichever is the fewer shall be a quorum for all purposes Provided That while there are only two members they shall form a quorum for all purposes
13. If within fifteen minutes from the time appointed for the meeting a quorum is not present the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Committee may determine.
14. The chairman, if any, of the Committee shall preside as chairman at every General Meeting of the Company, or if there is no such chairman, or if he shall not be present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act the members of the Committee present shall elect one of their number to be chairman of the meeting.
15. The chairman may with the consent of any 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 any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. It shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
16. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands of the members present in person or by proxy. Any member present in person or by proxy may call for a poll.
17. If any votes shall be counted which ought not to have been counted, or might have been rejected, the error shall not vitiate the resolution unless it be pointed out at the same

meeting, or at an adjournment thereof, and not in that case unless it shall in the opinion of the chairman be of sufficient magnitude to vitiate the resolution.

18. In the case of an equality of votes the chairman of the meeting shall be entitled to a second or casting vote.
19. A resolution in writing signed by all the members for the time being entitled to receive notice of and to attend and vote at General Meetings (or being corporations by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a General Meeting duly convened and held. Such a written resolution may constitute more than one document in like form.

### **VOTES OF MEMBERS**

20. Subject to the provisions contained in Articles 2.4, 18, 21, 22 and 33 every member shall have one vote Provided That if a member is a Lessee in respect of more than one Apartment, he shall be entitled to one vote for each Apartment of which he is a Lessee. Such additional votes shall be taken into account on any show of hands or a poll.
21. No member other than a member duly registered who shall have paid every subscription and other sum (if any) which shall be due and payable to the Company in respect of his membership or otherwise shall be entitled to vote on any question either personally or by proxy or as proxy for another member at any general meeting.
22. Votes may be given either personally or by proxy.
23. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorised in writing, or, if the appointer is a corporation, either under seal or under the hand of an officer or attorney duly authorised. A proxy need not be a member of the Company.
24. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a certified copy of that power or authority shall be deposited at the Office or at such other place within the United Kingdom as is specified for that purpose in the notice convening the meeting, not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote and in default the instrument of proxy shall not be treated as valid.
25. An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:-

#### **1 Bakers Row Ltd**

I, \_\_\_\_\_, of \_\_\_\_\_

being a member of the above named Company (or the authorised representative of a corporate member of the Company), hereby appoint \_\_\_\_\_ of \_\_\_\_\_

or failing him \_\_\_\_\_ of \_\_\_\_\_

as my/our proxy to vote for me on my behalf at the [annual or extraordinary, as the case may be] general meeting of the Company to be

held on the \_\_\_\_\_ day of \_\_\_\_\_ 200 , and at any adjournment thereof.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 200 ."

26. Where it is desired to afford members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:-

#### **1 Bakers Row Ltd**

I, \_\_\_\_\_, of \_\_\_\_\_

being a member of the above named Company (or the authorised representative of a corporate member of the Company), hereby appoint \_\_\_\_\_ of \_\_\_\_\_ or \_\_\_\_\_

failing him \_\_\_\_\_ of \_\_\_\_\_ as my proxy to vote for me on my behalf at the [annual or extraordinary, as the case may be] general meeting of the company to be held on the \_\_\_\_\_ day of \_\_\_\_\_ 200 , and at any adjournment thereof.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 200 .

This form to be used in favour of\*/against\* the resolution.

Unless otherwise instructed, the proxy will vote as he thinks fit.

\*Strike out whichever is not desired."

27. Any corporation which is a member of the Company may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company or of any class of members of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the Company including, without prejudice to the generality of the foregoing, the power to appoint a proxy. Such an authorisation, being notified to the Company at the Office not less than 48 hours before it is to be used, shall be valid until revoked by notice to the Company at the office.

#### **THE COMMITTEE**

28. The Committee shall not be less than two nor more than the number of Lessees. Only members of the Company or their representatives appointed in accordance with Article 33 below may be members of the Committee.



**APPOINTMENT AND RETIREMENT OF MEMBERS OF THE  
COMMITTEE**

29. The subscribers of the Memorandum of Association shall be the first members of the Committee. Any member of the Company entitled to attend and vote at General Meetings of the Company shall, on application to the Committee, be appointed as a member of the Committee or may exercise the right to appoint a representative set out in Article 33.
30. A member of the Committee shall vacate office in any of the following events, namely:-
- 30.1 If he resigns in writing.
- 30.2 If he ceases to be a member of the Company.
- 30.3 If he has a receiving order made against him or compounds with his creditors generally.
- 30.4 If he is, or may be, suffering from mental disorder and either:-
- (a) he is admitted to hospital in pursuance of an application for admission for the treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960); or
  - (b) 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 respect to his property or affairs.
- 30.5 If he be removed pursuant to Article 32 or 33 of these Articles.
31. The Committee may by resolution appoint any member to be a member of the Committee either to fill a casual vacancy or as an additional member of the Committee.
32. The Company may by Ordinary Resolution appoint or remove members of the Committee but any Lessee (or the proxy at the meeting in question of any Lessee) whom or whose representative (appointed in accordance with Article 33) it is proposed to remove shall have one additional vote for each of the other members present when such Ordinary Resolution for his (or its representative's) removal is put to the vote.
33. Any individual or corporate member may by notice in writing or by resolution of its directors or other governing body authorise such person as he or it thinks fit to act as his or its representative as member of the Committee. Such a notice or authorisation being notified to the Company at the Office shall be valid until revoked in like manner.
34. The members of the Committee, at the discretion of the chairman, may be paid all reasonable out-of-pocket expenses properly incurred by them in attending and returning from meetings of the Committee or any sub-committee of the Committee or General Meetings of the Company or in connection with the business of the Company. A member of the Committee may be a paid employee of the Company or otherwise provide services to the Company for remuneration.

## **PROCEEDINGS OF THE COMMITTEE**

35. The Committee may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be determined by a majority of votes. Any member of the Committee may, and the secretary on the requisition of a member of the Committee shall, at any time summon a meeting of the Committee.
36. The quorum necessary for the transaction of the business for the Committee shall be three or such greater figure as the members of the Company shall decide. A meeting of the Committee at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the Committee. Provided That while there are only two members of the Committee they shall form a quorum for all purposes.
37. The continuing members of the Committee may act notwithstanding any vacancies, but, if and so long as the number of members of the Committee is reduced below the minimum number fixed for a quorum of the Committee by or in accordance with these Articles, the continuing members or member of the Committee may act for the purpose of filling up such vacancies or of summoning a General Meeting of the Company, but for no other purpose.
38. The members of the Committee may elect a chairman of the Committee and determine the period for which he is to hold office. If at any meeting the chairman shall not be present within five minutes after the time appointed for holding the same, the members of the Committee present may choose one of their number to be chairman of the meeting. In the case of an equality of votes, the chairman of the meeting shall be entitled to a second or casting vote.
39. A member of the Committee may participate in a meeting of the Committee by means of conference telephone or similar communications equipment whereby everyone participating in the meeting can hear each other at the same time. Participation in a meeting in this manner shall be deemed to constitute presence in person at the meeting.
40. A resolution in writing signed by all the members of the Committee for the time being shall be as effective as a resolution passed at a meeting of the Committee duly convened and held, and may consist of several documents in the like form, each signed by one or more of the members of the Committee.
41. The Committee may delegate any of their powers to sub-committees consisting of such member or members of their body as they think fit. Any sub-committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Committee. Any such regulations may provide for or authorise the co-option to the sub-committee of persons who are not members of the Committee or members of the Company. All actions and decisions taken by such committees shall be fully reported back to the Committee as soon as possible.
42. The meetings and proceedings of any sub-committee shall be governed by the provisions of these Articles regulating the meetings and proceedings of the Committee so far as the same are applicable and are not superseded by any regulations made by the Committee. Co-opted members shall have no voting rights on any sub-committee.

43. All acts done by any meeting of the Committee or a sub-committee thereof, or by any person acting as a member of the Committee or sub-committee, shall as regards all persons dealing in good faith with the Company, notwithstanding that there was some defect in the appointment or continuance in office of any member of the Committee or sub-committee or person acting as such or that any such member or person was disqualified or had vacated office or was 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 member of the Committee or sub-committee and had been duly appointed.

### **BORROWING POWERS**

44. The Committee may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking and property, or any part thereof, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company.

### **POWERS OF THE COMMITTEE**

45. The affairs of the Company shall be managed by the Committee who may pay all expenses incurred in forming and registering the Company and may exercise all such powers of the Company as are not by the Statutes or by these Articles required to be exercised by the Company in General Meeting, subject nevertheless to any other provisions of these Articles and to the provisions of the Statutes, and to such regulations as may be prescribed by the Company in General Meeting; but no regulation made by the Company in General Meeting shall invalidate any prior act of the Committee which would have been valid if that regulation had not been made.
46. The Committee shall have power from time to time to adopt and make, alter or revoke, bye-laws for the regulation of the Company and otherwise for the furtherance of the purposes for which the Company is established, Provided that such bye-laws are not inconsistent with the Memorandum or Articles of Association and are approved by a Special Resolution of the members of the Company. All such bye-laws for the time being in force shall be binding upon all members and no member shall be absolved from such byelaws by reason of his not having received a copy of the same, or of any alterations or additions thereto, or having otherwise no notice of them. Such bye-laws may be or incorporate the rules referred to in Clause 4.4 of the Memorandum.
47. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the Committee shall from time to time by resolution determine.

### **MANAGER**

48. The Committee may from time to time appoint any person or firm as its agent or otherwise to manage the business of the Company as managing agents or otherwise, and may employ any person in any salaried employment or office in the Company in each case for such period and on such terms as they think fit, and subject to the terms of any agreement entered into in any particular case, may revoke such appointment (such manager, employee, officer or agent being hereinafter referred to as "the Manager"). The Manager may be a member of the Committee and may be given such title as the Committee thinks fit.

49. The Committee may entrust to and confer upon the Manager any of the powers exercisable by them upon such terms and conditions and with such restrictions as they may think fit and may from time to time revoke, withdraw, alter or vary all or any of such powers Provided That all activities of the Manager shall be reported back to the Committee regularly.

### **SECRETARY**

50. Subject to the provisions of the Statutes a Secretary may be appointed by the Committee 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.

### **ACCOUNTS**

51. The Committee shall cause to be kept at the office, or at such other place within Great Britain as the Committee think fit, proper books of account which conform in all respects with the provisions of the Statutes and which shall contain in particular (and without prejudice to the generality of the foregoing):-
- 51.1 all sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place;
- 51.2 all sales and purchases of assets by the Company;
- 51.3 the assets and liabilities of the Company.

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions.

The books of accounts shall always be open to the inspection of members of the Committee.

### **AUDIT**

52. Auditors may be appointed and their duties regulated in accordance with the provisions of the Statutes and shall be so appointed if required by the statutes.

### **NOTICES**

53. Any notice or document may be served by the Company on any member personally; by sending it through the post in a first class prepaid letter addressed to such member; or by personal delivery to the registered address of the member as appearing in the register of members or to such other address as he may supply to the Company for the giving of notices to him, and any notice so served by post or delivery shall be deemed to have been duly served notwithstanding that such member be then dead or bankrupt and whether or not the Company have notice of his death or bankruptcy.
54. Any notice or document served by first class post shall be deemed to have been served at the expiration of three days (inclusive of the day of posting) after the letter containing the same is posted, and in proving such service it shall be sufficient to show that the envelope containing such notice or document was properly addressed, stamped and posted. In the case of personal delivery by a member of the Committee, the certificate

of that member that such notice was delivered at a particular address at a specified time shall be sufficient evidence that such notice was served at that time.

### INDEMNITY

55. Subject to the provisions of the Statutes and of the Memorandum of Association every member of the Committee, Auditor, Secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the proper execution and discharge of his duties or in relation thereto.

### WINDING-UP

56. Upon the winding-up of the Company the provisions of clauses 7 and 8 of the Memorandum of Association shall have effect and be observed as if the same were repeated herein.

### NAME, ADDRESS AND DESCRIPTION OF SUBSCRIBERS

Name: Grant Alexander Lipton  
Address: 21 The Galleries  
9 Abbey Road  
London NW8 9AQ

x *[Signature]* 5 11 1

Name: Dean Howard Clifton  
Address: 40 Asmuns Place  
London NW11 7XG

*CLIFFORD* *[Signature]* 11 1

DATED ~~29~~ July 2009

WITNESS to the above signatures:-

*[Signature]* *[Signature]*

Name: FELICITY CHRISTENSEN

Address: 11 BRUTON STREET, LONDON, W1J 6PY

Occupation: P.A.

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