

THE COMPANIES ACTS 1985-89

COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

50 COMPAYNE GARDENS LIMITED  
(Company Number: 2793913)

Pursuant to Regulation 53 of Table A  
Passed 22nd October 1993

I the undersigned, a Member of the above-named Company being a Member who at the date hereof would be entitled to attend and vote at a General Meeting of the Company, hereby resolve to pass the following Resolutions as Special Resolutions of the Company:-

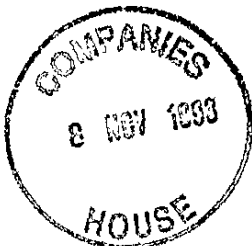
SPECIAL RESOLUTIONS

1. That Article 6 of the Company's Articles of Association be deleted and the following Article 6 be substituted in its place:-

"Save as to Shares subscribed for and issued to the subscribers of the Memorandum, or transferred or issued to the owner for the time being of the freehold interest in the property situate at and known as 50 Compayne Gardens, The Park, Nottingham, no Shares shall be allotted or transferred to any person who is not an owner. Shares allotted to an owner shall be deemed to be allocated to such owner's flat".

2. That Article 7(a) of the Company's Articles of Association be deleted and the following Article 7(a) be substituted in its place:-

7(a) If any owner (not being the owner of the freehold interest in the property referred to in Article 6) parts with all interest in the flat held by him, or if his interest therein for any reason ceases and determines, he or, in the event of his death, his legal personal representative or representatives, or in the event of his bankruptcy, his trustee in



bankruptcy shall transfer his shareholding in the Company held in accordance with his position as an owner of the flat to the person or persons who becomes the owner of his flat.

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THE COMPANIES ACT 1985  
COMPANY LIMITED BY SHARES  
ARTICLES OF ASSOCIATION  
of  
50 COMPAYNE GARDENS LIMITED

PRELIMINARY

1. In these Articles:-

"flat" means a flat forming part of the said property referred to in Clause 3(a) of the Memorandum of the Company.

"lease" means a lease of a flat.

"owner" in relation to a flat means the lessee of that flat holding under a lease or a successor in title to such lessee.

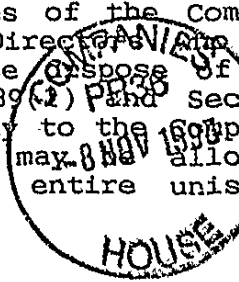
"Table A" means Table A in the Companies (Tables A to F) Regulations 1985.

- 2. (a) Subject as hereinafter provided or except where inconsistent with the provisions hereinafter contained, the regulations contained in Table A shall apply to the Company.
- (b) Regulations 2 to 4 inclusive, 8 to 22 inclusive, 24, 40, 64, 73 to 75 inclusive, 78, 79, 80, 102 to 108 inclusive and 110 of Table A shall not apply to the Company.

ALLOTMENT, TRANSFER AND TRANSMISSION OF SHARES

3. The Company is a private company and accordingly any invitation to the public to subscribe for any shares or debentures of the Company is prohibited and the Company shall not have power to issue share warrants to bearer.

4. Subject as hereinafter provided and to any directions contained in any resolution or resolutions of the Company creating the same, the unissued shares of the Company shall be under the control of the Directors and they may allot, grant options over or otherwise dispose of the shares. The provisions of Section 89(2) and Section 90(1) to (6) of the Act shall not apply to the Company. The maximum number of shares which may be allotted pursuant to this authority shall be the entire unissued



authorised share capital of the Company and this authority shall expire five years after the date of incorporation of the Company provided that it may be extended for further periods of up to five years by ordinary resolution of the Company.

5. All sums payable to the Company in respect of the allotment of any share (whether as to the nominal value or by way of premium) shall be paid in full on or before the day of the allotment, and no share shall be allotted other than as a fully paid share.
6. Save as to shares subscribed for and issued to the subscribers of the Memorandum, or transferred or issued to the owner for the time being of the freehold interest in the property situate at and known as 50 Compayne Gardens, The Park, Nottingham, no shares shall be allotted or transferred to any person who is not an owner. Shares allotted to an owner shall be deemed to be allotted to such owner's flat.
7. (a) If any owner (not being the owner of the freehold interest in the property referred to in Article 6) parts with all interest in the flat held by him, or if his interest therein for any reason ceases and determines, he or, in the event of his death, his legal personal representative or representatives, or in the event of his bankruptcy, his trustees in bankruptcy shall transfer his shareholding in the Company held in accordance with his position as an owner of the flat to the person or persons who become the owner or owners of his flat.  
  
(b) The price to be paid upon the transfer of a share shall in default of agreement between the transferor and the transferee be its nominal value.  
  
(c) If upon the change of ownership of a flat the holder of the share allocated to that flat refuses after being requested in writing so to do by the secretary of the Company or neglects for a period of one month after the date of such change of ownership to transfer such share in accordance with these Articles to the owner for the time being of the flat the Directors may by resolution appoint some person to transfer such share to the owner for the time being of such flat and a transfer by such person shall be effective and the transferee or transferees shall be registered as the holder or holders of such share, and as against the former registered holder and all persons claiming through him, shall be absolutely entitled to the same. The Company may receive the purchase money on the

transferor's behalf and give a good receipt thereof.

8. The Directors may in their absolute discretion and without assigning any reason therefore decline to register any transfer of a share by the Directors shall not refuse to register any transfer of a share pursuant to Article 7.
9. An instrument of transfer need not be signed by or on behalf of the transferee and in regulation 23 of Table A the words "from" and, "unless" to the end shall be omitted.

#### PROCEEDINGS AT GENERAL MEETINGS

10. In regulation 59 of Table A the second sentence shall be omitted.
11. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business: save as herein otherwise provided, two members present in person shall be a quorum.

#### DIRECTORS

12. (a) The first Directors of the Company shall be the person or persons named in the statement delivered to the Registrar of Companies in accordance with Section 10 of the Act.  
(b) Unless otherwise determined by the Company in general meeting, the number of Directors shall not be less than two nor more than six.
13. (a) 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 fixed by or in accordance with the Articles as the maximum number of Directors.  
(b) Subject to the provisions of Table A and Section 303(2) of the Act, the Company may by ordinary resolution appoint a person who is willing to act to be a Director either to fill a vacancy or as an additional Director. In regulation 38 of Table A the words "or a resolution appointing a person as a Director" shall be omitted.
14. The qualification of a Director (other than the first Directors who shall not be required to hold a qualifying

share) shall be the holding of one share in the Company provided that if any Director having so qualified shall cease to hold one share in the Company his appointment as a Director shall automatically determine and his office of Director shall be immediately vacated.

15. A person may be appointed a Director notwithstanding that he shall have attained the age of 70 years and no Director shall be liable to vacate office by reason of his attaining that age or any other age.

#### BORROWING POWERS

16. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, 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 or of any third party.

#### DIRECTORS' INTERESTS

17. A Director may vote in respect of any contract or arrangement in which he, or any person with whom he is connected, is interested and be counted in the quorum present at any meeting of the Directors or any general meeting of the Company at which any such contract or arrangement is proposed or considered, and if he shall so vote, his vote shall be counted. This Article shall have effect in substitution for regulations 94 to 98 inclusive of Table A, which regulations shall not apply to the Company.

#### ALTERNATE DIRECTORS

18. An appointment or removal of an alternate Director may be effected at any time by notice in writing to the Company given by his appointer. An alternate Director may also be removed from his office by not less than twenty four hours' notice in writing to the Company and to the appointor given by a majority of his co-Directors. This Article shall have effect in substitution for regulation 68 of Table A which shall not apply to the Company.

#### INDEMNITY

19. Subject to the provisions of Section 310 of the Act, and in addition to such indemnity as is contained in regulation 118 of Table A, every Director, Secretary or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all

losses or liabilities incurred by him in or about the execution and discharge of the duties of his office.

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NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

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COMBINED NOMINEES LIMITED  
16-26 Banner Street  
London  
EC1Y 8QE

COMBINED SECRETARIAL SERVICES LIMITED  
16-26 Banner Street  
London  
EC1Y 8QE

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Dated the 1st day of January 1993

Witness to the above signatures:-

B.R. MILLAR  
Crwys House  
33 Crwys Road  
Cardiff  
CF2 4YF