

# File Copy



## CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 06770721

The Registrar of Companies for England and Wales hereby certifies that  
DUODECIM RESIDENTS MANAGEMENT COMPANY 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 11th December 2008



\*N06770721H\*



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

**6770721**

Company name

**DUODECIM RESIDENTS MANAGEMENT COMPANY LIMITED**

I,

**ANDREW DAVIS**

of

**KERRY HOUSE KERRY AVENUE NORTH  
STANMORE  
UNITED KINGDOM  
HA7 4NL**

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)

<b>First directors and secretary and intended situation of registered office</b>
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Received for filing in Electronic Format on the: **10/12/2008**



**XBFC65JT**

*Company Name  
in full:*

**DUODECIM RESIDENTS MANAGEMENT COMPANY LIMITED**

*Proposed Registered  
Office:*

**C/O PEVEREL OM LIMITED MARLBOROUGH HOUSE,  
WIGMORE PLACE  
WIGMORE LANE  
LUTON  
LU2 9EX**

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

*Agent's Name:*

**STANLEY DAVIS GROUP LIMITED**

*Agent's Address:*

**41 CHALTON STREET  
LONDON  
ENGLAND  
NW1 1JD**

## *Company Secretary*

*Name*

*Address:*

*Consented to Act:* **Y**

*Date authorised*

*Authenticated:* **ERRO**

*Director [*:

*Name*            **ANDREW DAVIS**

*Address:*        **KERRY HOUSE KERRY AVENUE NORTH  
STANMORE  
UNITED KINGDOM  
HA7 4NL**

*Nationality:*    **BRITISH**

*Business occupation:*    **DIRECTOR**

*Date of birth:*    **28/07/1963**

*Consented to Act:* **Y**        *Date Authorised:* **11/12/2008**    *Authenticated:* **YES**

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*Authorisation*

*Authoriser Designation:* **agent**

*Date Authorised:* **10/12/2008**

*Authenticated:* **Yes**

The Companies Acts 1985 and 1989

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COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

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MEMORANDUM OF ASSOCIATION

OF

**DUODECIM RESIDENTS MANAGEMENT COMPANY LIMITED**

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1. The name of the Company is **"DUODECIM RESIDENTS MANAGEMENT COMPANY LIMITED"**.
2. The Registered Office of the Company will be situate in England.
3. The objects for which the Company is established are as follows:-
  - (1) To own, manage and administer the property known as Duodecim, Bruton Avenue, Bath and to acquire any freehold or leasehold interest in land upon which has been constructed any building or buildings containing residential dwellings and/or any drainage systems service installations or other ancillary facilities or any communal land which is subject to mutual covenants contained in any Leases and/or Transfers which such land is intended to benefit (hereinafter called "the Development") and to hold for the benefit of the Dwellingholders which expression shall have the meaning assigned to it in the Articles of Association.
  - (2) To undertake the management administration insurance maintenance repair decoration upkeep and cleaning (together hereinafter referred to as "the Management") of the Development and to provide services for the Dwellingholders as may be necessary and in connection therewith.
    - (i) To enter into such deeds Agreements Leases Transfers or instruments containing such covenants provisions and conditions as may be requisite to secure the full enjoyment to the Dwellingholders and to provide for the Management of the Development and services for the Dwellingholders.
    - (ii) To estimate the costs of the Management of the Development and the provisions of services for the Dwellingholders.

(iii) To collect from the Dwellingholders such sums as shall be due to the Company from the Dwellingholders under the provisions of their Leases/Transfers as applicable.

(iv) To engage and employ professional Managing Agents Accountants Surveyors Valuers Architects and Solicitors and Contractors or Servants.

(v) To pay the costs fees charges expenses salaries wages and commissions of any person or persons engaged or employed by the Company and all rates taxes premiums and outgoings in respect of the Development and all other expenses incurred by the Company.

(3) To purchase take on lease or otherwise acquire or sell hold or dispose of any estate or interest in any real or personal property or such other rights of interest in property as the Company shall think fit.

(4) To accept draw make discount and endorse execute negotiate and issue Bills of Exchange Promissory Notes and other negotiable or transferable instruments.

(5) To invest any monies of the Company not immediately required in any investment from time to time authorised by law for the investment or trust funds and to hold sell or otherwise deal with any investments made.

(6) To borrow and raise money in such manner as the Company shall think fit and to secure the repayment of any money borrowed raised or owing by mortgage charge lien or other security upon the whole or any part of the Company's property or assets (whether present or future) and also by a similar mortgage charge lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.

(7) To carry on all or any businesses which may seem to the Company capable of being conveniently carried on in connection with or as ancillary to any of the above objects or which it may be advisable to undertake for the purpose thereof.

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

4. The income and property of the Company whencesoever derived shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise howsoever by way of profit to the Members of the Company. Provided that nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any Officer or servant of the Company or to any Member of the Company in return for any services actually rendered to the Company nor prevent the payment of interest on money lent or reasonable and proper re-payment of out-of-pocket expenses and interest on money lent or reasonable and proper rent for any premises demised or let to the Company.

5. The liability of the Members is limited by guarantee.

6. Every member of the Company undertakes to the assets of the Company in the event of its being wound up while he is a Member or within one year afterwards for payment of the debts and liabilities of the Company contracted before he ceases to be a Member and the costs charges and expenses of winding up and for the adjustment of the rights of contributories among themselves such amount as may be required not exceeding £1.00.

7. (Except as provided in the Articles of Association) no person shall be admitted to membership of the Company other than the Subscribers hereto and each Dwellingholder. Section 17 of the Companies Act 1985 shall not apply to this paragraph.

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

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NAME AND ADDRESS OF SUBSCRIBER

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SDG REGISTRARS LIMITED  
41 CHALTON STREET  
LONDON  
NW1 1 JD

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Dated 10 December 2008



The Companies Acts 1985 and 1989

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COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

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ARTICLES OF ASSOCIATION

OF

**DUODECIM RESIDENTS MANAGEMENT COMPANY LIMITED**

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1. In these Articles:-

“the Act” means the Companies Act 1985

“the Seal” means the Common Seal of the Company

“Secretary” means any person appointed to perform the duties of the Secretary of the Company

“the United Kingdom” means Great Britain and Northern Ireland

“the Dwellingholder” means the Lessee and/or Transferee of a dwelling Provided that where two or more persons are the Lessees and/or Transferees of a dwelling they shall jointly constitute one Dwellingholder and the expression “Dwellingholder” shall be read and construed accordingly.

“the Development” and “the Management” shall have the meanings assigned to them under the Memorandum of Association

“Dwelling” means a flat maisonette messuage or dwellinghouse comprised in the Development

“the Office” means the Registered Office of the Company

“month” means calendar month

“the Directors” means the Directors from time to time appointed under the provisions of Articles Numbered 28 to 31 or by the Company in General Meeting.

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

Unless the context otherwise requires words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these Articles become binding on the Company.

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

3. The provisions of Section 352 and 353 of the Act shall be observed by the Company and every Member of the Company shall either sign a written consent to become a Member or sign the Register of Members on becoming a Member.

#### MEMBERSHIP

4. The number of Members with which the Company proposes to be registered is 12 but the Company may from time to time register fewer or more than 10 members of the Company at its sole discretion save that there shall not at anytime be less than two members.

5. The Subscribers to the Memorandum of Association and each Dwellingholder who applies in writing for membership shall be Members of the Company.

6. No one shall be a Member of the Company other than the Subscribers and a Dwellingholder and any person nominated by any of the said Subscribers to succeed as a Member of the Company any of the said Subscribers any person nominated by such nominee or by any subsequent nominee or by any other nominee who shall have become a Member of the Company in accordance with this Article or by any of the said Subscribers to succeed such original or any subsequent nominee respectively as a Member of the Company.

7. A Member shall cease to be such on ceasing to be a Dwellingholder or in the event of his Personal Representative Trustee in bankruptcy or Mortgagee becoming a Member.

8. If a Member shall die be adjudged bankrupt or if a Dwellingholder's Mortgagee rightfully exercises his powers the Dwellingholder's Legal Personal Representative or the Trustee in his bankruptcy or Mortgagee shall and if more than one jointly be entitled to be registered as a Member Provided That he or they shall for the time being constitute a Dwellingholder.

#### GENERAL MEETINGS

9. The Company shall hold a General Meeting every year as its Annual General Meeting in addition to any other Meetings in that year and shall specify the Meeting as such in the Notice calling it; and not more than 15 months shall elapse between the date of one Annual General Meeting of the Company and that of the next. Provided that so long as the Company holds its first Annual General Meeting within 18 months of its incorporation it need not hold it in the year of its incorporation or in the following year. The Annual General Meeting shall be held at such time and place as the Board of Directors shall appoint.

10. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

11. The Directors may whenever they think fit convene an Extraordinary General Meeting and Extraordinary General Meetings shall also be convened on such requisition or in default may be convened by such requisitionist as provided by Section 368 of the Act. If at any time there are not within the United Kingdom sufficient Directors capable of acting to form a quorum any Director or any two Directors may convene an Extraordinary General Meeting in the same manner as nearly as possible that in which Directors' Meetings may be convened by Directors.

12. An Annual General Meeting and a Meeting called for the passing of a Special Resolution shall be called by 21 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 a Special Resolution shall be called by fourteen days notice in writing at the least. The notice shall be exclusive of the day on which it 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 in case of special business the general nature of that business and shall be given in 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 under the Articles of the Company entitled to receive such Notices from the Company.

Provided that a Meeting of the company shall notwithstanding that it is called by a shorter notice than that specified in this Article be deemed to have been duly called if it is so agreed:-

(a) in the case of a meeting called as the Annual Meeting by all the Members entitled to attend and vote thereat; and

(b) in the case of any other Meeting by a majority vote in number of the Members having a right to attend and vote at the Meeting being a majority representing not less than 75% of the total voting rights at that Meeting of all the Members.

13. The accidental omission to give Notice of a Meeting to or the non-receipt of the Notice of Meeting by any person entitled to receive Notice shall not invalidate proceedings at that Meeting.

#### PROCEEDINGS AT GENERAL MEETINGS

14. All business shall be deemed special that is transacted at an Extraordinary General Meeting and also all that is transacted at an Annual General Meeting with the exception of the consideration of the Accounts Balance Sheets and the Reports of the Directors and Auditors the election of Directors in the place of those retiring and the appointment of and the fixing of the remuneration of the Auditors.

15. No business shall be transacted at any General Meeting unless a quorum of the Members is present at the time when the Meeting proceeds to business; save as herein otherwise provided three Members present in person or by proxy shall be a quorum.

16. If within half an hour from the time appointed for the Meeting a quorum is not present the Meeting if convened upon the requisition of Members shall be dissolved; in any other case it 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 directors may determine and if at the Adjourned Meeting a quorum is not present

within half an hour from the time appointed for the Meeting the Members present shall be a quorum.

17. The Chairman of the Company shall preside as Chairman at every General Meeting of the Company or if there is no Chairman for the time being or if he shall not be present within 15 minutes after the time appointed for the holding of the Meeting or is unwilling to act the Members present shall elect some other Director to be Chairman of the Meeting. If at any Meeting 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 shall choose one of their number to be Chairman of the Meeting.

18. 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. When a Meeting is adjourned for 30 days or more Notice of the adjourned Meeting shall be given as in the case of an original Meeting. Save as aforesaid it shall not be necessary to give any Notice of any adjournment of the business to be transacted at an adjourned Meeting.

19. At any General Meeting a Resolution put to the vote of the meeting shall be decided on a show of hands unless a Poll is (before or on the declaration of the result of the show of hands) demanded:-

- (a) by the Chairman; or
- (b) by at least three Members present in person or by Proxy; or
- (c) by any Member or Members present in person or by Proxy and representing not less than one tenth of the total voting rights of all the Members having the right to vote at the Meeting.

Unless a Poll be so demanded a declaration by the Chairman that a Resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the book containing the Minutes of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the vote recorded in favour of or against such Resolution. The demand for a Poll may be withdrawn.

20. Except as provided in Article 25 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 a Resolution of the Meeting at which the Poll was demanded.

21. In the case of an equality of votes whether on a show of hands or on a Poll the Chairman of the Meeting at which the show of hands takes place or at which the Poll is demanded shall be entitled to a second or casting vote.

22. 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 at such time as the Chairman of the Meeting directs and any business other than that upon which a Poll has been demanded may be proceeded with pending the taking of the Poll.

23. Subject to the provisions of the Act 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 of the Company shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held.

#### VOTES OF MEMBERS

24. Subject as hereinafter provided every Member present in person or by Proxy shall have one vote but until every Dwelling comprised in the Development has been sold (and completed) each Member who is a Subscriber to the Memorandum of Association or who is a person nominated as a Member in accordance with Article 6 hereof shall have five hundred votes at any meeting.

25. On a show of hands or on a Poll votes may be given either personally or by Proxy. The instrument appointing a Proxy shall be deemed to confer authority to demand or join in demanding a Poll.

26. The instrument appointing a Proxy shall be in writing under the hand of the appointor or of his Attorney duly authorised in writing. A Proxy need not be a Member of the company.

27. A vote given in accordance with the terms of an instrument of Proxy shall be valid notwithstanding the previous death of the principal or revocation of the proxy provided that no intimation in the writing of such death or revocation shall have been received by the Company at its Registered Office before the commencement of the Meeting or an Adjourned Meeting at which the Proxy is used.

#### THE DIRECTORS

28. Until otherwise determined by the Company in General Meeting the number of the Directors shall not be less than two.

29. The first Directors shall be the Subscribers to the Memorandum of Association and within six months after all the Dwellingholders have become Members the said Subscribers shall appoint three Dwellingholders as Directors in their place and the said Subscribers shall thereafter cease to be Directors.

30. The Directors may from time to time and at any time appoint any Member of the Company as a Director either to fill a casual vacancy or by way of addition to the Board of Directors. Any Member so appointed shall retain his office only until the next Annual General meeting and shall then be eligible for re-election.

31. No person who is not a Member of the Company shall in any circumstances be eligible to hold office as a Director.

#### ANNUAL ELECTION OF THE BOARD OF DIRECTORS

32. At every Annual General Meeting one third of the elected Directors for the time being or if the number of Directors is not three or any multiple of three the number nearest one third shall retire from office but shall be eligible for re-election. The Directors to retire shall be those who have been longest in office since their last appointment or election but as between Members of equal seniority those to retire shall (unless they otherwise agree between themselves) be determined by lot.

33. No person not being a retiring Director shall be eligible for office on the Board of Directors at any General Meeting unless not less than three nor more than 21 days before the day appointed for the Meeting there shall have been given to the Secretary notice in writing by some Member duly qualified to be present and vote at the Meeting for which such notice is given of his intention to propose such person for election and also notice in writing signed by that person, of his willingness to be elected.

34. The company may by Extraordinary Resolution remove any elected Director before the expiration of his period of office and may by Ordinary Resolution appoint another Member in his stead.

#### POWERS AND DUTIES OF THE DIRECTORS

35. The business of the Company shall be managed by the Board of Directors who may exercise all such powers of the Company as are not by the Act or by these Articles required to be exercised by the Company in General Meeting subject nevertheless to the provisions of the Act or these Articles and to such Regulations being not inconsistent with the aforesaid provisions as may be prescribed by the Company in General Meeting; but no regulation made by the Company shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.

36. The Board of Directors may elect a Chairman of its Meetings and determine the period for which he is to hold office but if no such Chairman is elected or if at any Meeting the Chairman is not present within five minutes after the time appointed for holding the same the Directors present may choose one of their number to be Chairman of the Meeting.

37. The Directors shall cause Minutes to be made in books provided for the purpose:

- (a) of all appointments of Officers made by the Board;
- (b) of all the names of the Directors present at each Board Meeting and of any Committee of the Directors;
- (c) of all Resolutions and proceedings at all Meetings of the Company and of Directors or Committee of the Directors.

38. The Directors shall have power from time to time to adopt and make alter or revoke Bylaws for the regulation of the Company provided such Bylaws are not repugnant to the Memorandum or Articles of Association. Any Resolution of the Directors for the adoption making alteration or revocation of such Bylaws shall be subject to confirmation by Special Resolution of the Company at the next Annual General Meeting and if it be not so confirmed shall cease to have effect at the conclusion of that Meeting. All such Bylaws for the time being in force shall be binding upon all Members until the same shall cease to have effect as hereinbefore provided or shall be varied or satisfied by a Special Resolution of the Company. No Member shall be absolved from such Bylaws 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.

39. The Board of Directors for the time being may act notwithstanding any vacancy in their body.

## BORROWING

40. The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its 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.

## DISQUALIFICATION OF DIRECTORS

41. The office of any elected Director shall be vacated:-

- (a) if a Receiving Order is made against him or he makes any arrangement or composition with his Creditors;
- (b) if he becomes of unsound mind;
- (c) if he ceases to be a Member of the Company;
- (d) if by notice in writing to the Company he resigns his office;
- (e) if he ceases to hold office or becomes prohibited from being a Director by reason of any provision of law;
- (f) if he is removed from office by a Resolution passed pursuant to Section 303 of the Act.

## PROCEEDINGS OF THE BOARD OF DIRECTORS

42. The Directors may meet together for the dispatch of business adjourn and otherwise regulate their meetings as they think fit and determine the quorum necessary for the transaction of business. Unless otherwise determined two shall be a quorum. Questions arising at any Meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote.

43. A Director may and on the request of a Director the Secretary shall at any time summon a Meeting of the Board of Directors by Notice served upon the several Directors. A Director who is absent from the United Kingdom shall not be entitled to Notice of a Meeting.

44. The Chairman for the time being of the Board of Directors shall be the Chairman of the Company and shall be entitled to preside at all Meetings of the Board of Directors at which he shall be present but if there be no such Chairman for the time being or if at any Meeting the Chairman be not present within five minutes after the time appointed for holding the Meeting and willing to preside the Directors present shall choose one of their number to be Chairman of the Meeting.

45. The Directors may delegate any of their powers to Committees consisting of such person or persons (whether or not Directors of the Company) as the Board of Directors think fit but so that any Committee consisting of less than three persons shall consist only of Directors and any other Committee shall consist of Directors to the extent of at least two thirds of its number. Any Committee so formed shall

conform to any Regulations imposed on it by the Board of Directors and shall be subject at all times to the control of the Board of Directors. The Meetings and proceedings of any such Committee shall be governed by the provisions of these Articles for regulating the Meetings and proceedings of the Board of Directors so far as applicable and so far as the same shall not be superseded by any Regulations made by the Board of Directors as aforesaid.

46. All acts bona fide done by any Meeting of the Board of Directors or of any Committee set up by such Board or of any Committee shall notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such Director or person acting as aforesaid or that they or any of them were disqualified be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Director or member of the Committee.

47. A Resolution in writing signed by all the Directors for the time being or of any Committee set up by the Board of Directors who are duly entitled to receive Notice of a Meeting of the Board or such Committee shall be as valid and effectual as if it had been passed at a Meeting of the Board or such Committee respectively duly convened and constituted.

#### SECRETARY

48. The Secretary shall be appointed by the Board of Directors for such terms and at such remuneration and upon such conditions as they think fit and any Secretary so appointed may be removed by them. The Board may from time to time by Resolution appoint an Assistant or Deputy Secretary and any person so appointed may act in place of the Secretary if there be no Secretary capable of acting.

#### SEAL

49. The Directors for the time being shall provide for the safe custody of the seal which shall only be used by the authority of the Directors (or of a Committee of Directors authorised by the Board in that behalf).

50. (i) Any Lease or Transfer of a Dwelling and any Deed of Covenant to be made with and Certificate of Membership to be issued to a new owner of a Dwelling and any document in any category which the Board of Directors resolve from time to time should be executed in accordance with this Article to which in either case the seal shall be affixed shall be signed by a Director or by the Secretary or by a person appointed by the Board of Directors as an authorised signatory for that purpose and no countersignature shall be required for any such document.

(ii) Any other document to which the seal shall be affixed shall be signed by a Director and shall be countersigned by another Director the Secretary or some other person appointed by the Board of Directors as an authorised signatory for that purpose.

#### ACCOUNTS

51. The Board of Directors shall cause accounting records to be kept in accordance with Sections 221 and 222 of the Act.



52. The accounting records shall be kept at the Registered Office of the Company or subject to Section 222 of the Act at such other place or places as the Directors think fit and shall always be open to the inspection of the Officers of the Company.

53. The books of account shall be open to the inspection of any Members of the Company on reasonable notice.

54. A copy of every Balance Sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in General Meeting, together with a copy of the Auditors Report and Directors Report shall not less than 21 days before the date of the Meeting be sent to every Member of and every holder of Debentures of the Company and to every person registered under Regulation 31. Provided that this Regulation shall not require a copy of those documents to be sent to any person of whose address the Company is not aware or to more than one of the joint holders of any Debentures.

55. Once at least in every year the Accounts of the Company shall be examined and the correctness of the Income and Expenditure Account and Balance Sheet ascertained by one or more properly qualified Auditor.

56. Auditors shall be appointed and their duties regulated in accordance with the Act.

#### NOTICE

57. A Notice may be given by the Company to any Member either personally or by sending it by post to him or to his registered address or (if he has no registered address within the United Kingdom) to the address if any in the United Kingdom supplied by him to the Company for the giving of Notices to him. Where a Notice is sent by post service of the Notice shall be deemed to be effected by properly addressing pre-paying and posting a letter containing the Notice and to have been effected in the case of a Notice of a Meeting at the expiration of 24 hours after the letter containing the same is posted and in any other case at the time at which the letter would be delivered in the ordinary course of post.

58. Notice of every General Meeting shall be given in any manner hereinbefore authorised to:-

- (a) every Member except those Members who (having no registered address within the United Kingdom) have not supplied to the Company an address within the United Kingdom for the giving of Notices to them;
- (b) every person being a legal personal representative or a trustee in bankruptcy of a Member where the Member but for his death or bankruptcy would be entitled to receive Notice of the Meeting; and
- (c) the Auditor for the time being of the Company.

No other person shall be entitled to receive Notices of General Meetings.

#### INDEMNITY

59. (a) Every Director or other officer or Auditor of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which

he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including 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 under Section 727 of the Act in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 310 of the Act.

(b) The Directors shall have power to purchase and maintain for any Director, officer or Auditor of the Company insurance against any such liability as is referred to in Section 310(1) of the Act from and after the bringing in to force of Section 137 of the Companies Act 1989.

(c) Clause 118 in Table A shall not apply to the Company.

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NAMES AND ADDRESSES OF SUBSCRIBERS

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SDG REGISTRARS LIMITED  
41 CHALTON STREET  
LONDON  
NW1 1JD

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Dated 10 December 2008