



COMPANIES FORM No. 12

**Statutory Declaration of compliance  
with requirements on application  
for registration of a company**

12

Please do not  
write in  
this margin

Pursuant to section 12(3) of the Companies Act 1985

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

To the Registrar of Companies

For official use

For official use

For official use

2369054

Name of company

\* SANDWICH MANAGEMENT COMPANY LIMITED

\* insert full  
name of Company

I, JOHN R. WILCOX  
of 197-199 CITY ROAD, LONDON EC1V 1JN

† 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(2)]† and that all the requirements of the above Act 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  
provisions of the Statutory Declarations Act 1835

Declared at 197-199 CITY ROAD  
LONDON, EC1V 1JN

Declarant to sign below

the SEVENTH day of MARCH  
One thousand nine hundred and eighty-nine  
before me J. D. M. M. M. M. M.

A Commissioner for Oaths or Notary Public or Justice of  
the Peace or Solicitor having the powers conferred on a  
Commissioner for Oaths.

Presentor's name address and  
reference (if any):

STL AGENCY  
197-199 CITY ROAD  
LONDON EC1V1JN

For official Use  
New Companies Section

COMPANIES HOUSE  
22 MAR 1989  
COMPANIES HOUSE  
15 MAR 1989  
M 20

**Statement of first directors  
and secretary and intended  
situation of registered office**

Pursuant to section 10 of the Companies Act 1985

To the Registrar of Companies

For official use

Please do not  
write in  
this marginPlease complete  
legibly, preferably  
in black type, or  
bold block lettering\* insert full name  
of company

Name of company

\* SANDWICH MANAGEMENT COMPANY LTD

The intended situation of the registered office of the company on incorporation is as stated below

WOODLANDS HOUSE, LOWER BEDFORDS ROAD  
ROMFORD, ESSEX

Postcode RM1 4 0G

If the memorandum is delivered by an agent for the subscribers of the  
memorandum please mark 'X' in the box opposite and insert  
the agent's name and address below

STL AGENCY

VIA LONDON COUNTER

Postcode

Number of continuation sheets attached (see note 1)

Presenter's name address and  
reference (if any):For official Use  
General SectionCOMPANIES HOUSE  
Post room 2 MAR 1989

M

28

COMPANIES HOUSE  
15 MAR 1989

M

20

The name(s) and particulars of the person who is, or the persons who are, to be the first director or directors of the company (note 2) are as follows:

Please do not write in this margin

Name (note 3)		Business occupation	
NICHOLAS CHARLES VIVIAN		SURVEYOR	
Previous name(s) (note 3) —		Nationality	
Address (note 4) 23 FRAMPTON RD, LITTLE HEATH,		BRITISH.	
POTTERS BAR, HERTS		Date of birth (where applicable)	
Postcode EN6 1JF.		(note 6) —	
Other directorships † CRYSTAL ESTATES LTD			
I consent to act as director of the company named on page 1			
Signature		Date 1st March 89.	

† enter particulars of other directorships held or previously held (see note 5) if this space is insufficient use a continuation sheet.

Name (note 3)		Business occupation	
Previous name(s) (note 3)		Nationality	
Address (note 4)		Date of birth (where applicable)	
Postcode		(note 6)	
Other directorships †			
I consent to act as director of the company named on page 1			
Signature		Date	

Name (note 3)		Business occupation	
Previous name(s) (note 3)		Nationality	
Address (note 4)		Date of birth (where applicable)	
Postcode		(note 6)	
Other directorships †			
I consent to act as director of the company named on page 1			
Signature		Date	

Please do not  
write in  
this margin

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

The name(s) and particulars of the person who is, or the persons who are, to be the first secretary, or joint secretaries, of the company are as follows:

Name (notes 3 & 7)	
JOHN RICHARD WILCOX	
Previous name(s) (note 3)	
Address (notes 4 & 7) 197-199 CITY ROAD, LONDON	
Postcode	EC1V 1JN
I consent to act as secretary of the company named on page 1	
Signature	Date 1/3/89

Name (notes 3 & 7) KEITH GEORGE LEVERTON	
Previous name(s) (note 3)	
Address (notes 4 & 7) WOODLANDS HOUSE, LOWER BEDFORDS ROAD, ROMFORD, ESSEX	
Postcode	RM1 4DG
I consent to act as secretary of the company named on page 1	
Signature	Date 18th February 1989

delete if the form is  
signed by the  
subscribers

Signature of agent on behalf of subscribers	
Date	

delete if the form is  
signed by an agent on  
behalf of the  
subscribers.

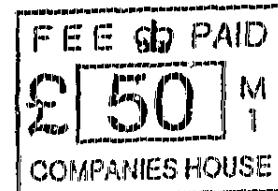
All the subscribers  
must sign either  
personally or by a  
person or persons  
authorised to sign  
for them.

Signed	Date 28/2/89
Signed	Date 1/3/89
Signed	Date
Signed	Date
Signed	Date
Signed	Date

2369054

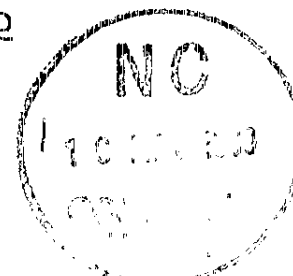
THE COMPANIES ACT 1985  
COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION



-of-

SANDWICH MANAGEMENT COMPANY LIMITED



1. The Company's name is SANDWICH MANAGEMENT COMPANY LIMITED.
2. The Company's registered office is to be situated in England.
- 3A. The Company's objects are:-

(1) To acquire, take on lease, manage and generally maintain, either as principal or agent, certain lands, buildings and premises known as Crystal Business Centre, Sandwich Industrial Estate, Ramsgate Road, Sandwich in the County of Kent for and on behalf of owners, occupiers, freeholders, leaseholders or others.

(2) To take over and maintain in good repair and condition the structures, walls, load bearing beams, retaining walls, common drains, parking spaces, road and footpath accesses and common parts of the Estate and to carry out such repairs and decorations thereto as may from time to time become necessary.

(3) To provide and maintain master television aerials, arrays, common water supplies and all other amenities by all means available to the Company and to provide such renewals and additions to the property from time to time.

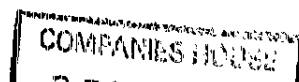
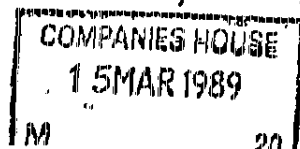
(4) To negotiate on behalf of and to act as agents for such of the owners (whether in fee simple or of a term of years) occupiers and residents and to negotiate and enter into contracts for the maintenance repair of the houses, flats, maisonettes, communal gardens and all other parts thereof.

(5) To acquire the benefit of and to enforce by all means available at law or equity for the benefit of all lessees, occupiers and residents, all covenants (restrictive or otherwise) choses in action and contracts which have a direct or indirect effect on the value of any property or properties.



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LB(1730/97599)



(6) To carry on all or any of the businesses of gardeners, horticulturalists, builders and contractors and dealers in fertilisers, plants, turf, stone, sand, lime, bricks and timber, to act as dealers, repairers and engineers of radio and television sets, equipment and aerials and of, or in, all other requisites for the creation and maintenance of supplies, facilities and amenities whether the same shall have been provided by the Company or not.

(7) To negotiate and enter into contracts with radio and television suppliers and maintenance companies, persons or others for bulk or common use of maintenance of radio and television sets, equipment and aerials and to enter into contracts with Water Boards or other relevant body or authority for the supply of water and to enter into contracts for the painting and maintenance of the properties (whether or not the said properties shall belong to the Company) and to enter into any other contracts or arrangements which may be beneficial to all or any of the Residents.

(8) To assume liability and responsibility for carrying out obligations in connection with the Residents on such terms as may be thought expedient.

(9) To carry out any other business which may seem to the Company capable of being conveniently or advantageously carried on in connection with any of the above, or which it may be advisable to undertake with a view to preserving, improving, managing, developing, rendering valuable or turning to account, any property, real or personal, belonging to the Company or in which the Company is interested.

(10) To purchase, take on lease, exchange or otherwise acquire freehold and leasehold property or any interest in or over the same, and to develop and turn to account the same in any manner and in particular by letting on occupation, lease or agreement, and by advancing money to or entering into contracts and arrangements of all kinds with builders, Residents or others.

(11) To apply for, purchase, or by other means acquire and protect, prolong and renew any licences, protections and concessions or other rights which appear likely to be advantageous or useful to the Company.

(12) To sell, let, lease, grant licences, easements and other rights over and in any manner dispose of or deal with the whole or any part of the property, undertaking, assets, rights, effects and businesses of the Company for such consideration as may be thought fit and particular for a rent or rents, stocks, shares, debenture stock or other obligations of any company.

(13) To acquire and undertake on any terms, and subject to any conditions, the whole or any part of the business, property and liabilities of any person or company carrying on any business which the Company is authorised to carry on.

(14) To subscribe for, underwrite, purchase or otherwise acquire, and to hold, dispose of and deal with the stocks, shares, securities of evidence of indebtedness or the right to participate in profits or other similar documents issued by any Government, authority, corporation or body of persons, and any options or rights in respect thereof, and to buy and sell foreign exchange. Provided that the Company shall in no circumstances be empowered to carry on business as or to act as stock and share brokers of any kind.

(15) To borrow and raise money in any manner and upon such terms and conditions as the Company may think fit.

(16) For any purpose and in any manner and from time to time to mortgage or charge the whole or any part of the undertaking, property and rights (including property and rights to be subsequently acquired) of the Company, and any money uncalled on any shares in the capital of the Company, original or increased of the Company and whether at the time issued or created or not and to create, issue, make and give debentures, debenture stock, bonds or other obligations, perpetual or otherwise, with or without any mortgage or charge on all or any part of such undertaking, rights and uncalled money.

(17) As a separate and independent object to guarantee or give indemnity or provide security, whether by personal covenant or by mortgage or charge upon all or any part of the undertaking, property and assets (present and future) and the uncalled capital of the Company, by all or any such methods, for the performance of any contracts or obligations, and the payment of capital or principal (together with any premium) and dividends or interest on any shares, debentures or other securities, of any person, company or company including in particular (without limit to the generality of the foregoing) any company which is for the time being (within the meaning of Section 736 of the Companies Act 1985) a holding company of the Company or a subsidiary of any such holding company or is associated with the Company in business.

(18) To pay all preliminary expenses of the Company or any company in which this Company is or may contemplate being interested, including such preliminary expenses, all or any part of the costs and expenses of the owners of any business or property acquired by the Company.

(19) To enter into any contract or arrangement with any company that may seem conducive to the Company's objects, or any of them, and to obtain from any such contracts, rights, grants, loans, privileges or concessions which the Company may think desirable to obtain, and to carry out, exercise and comply with the same.

(20) To do anything by the Memorandum of Association authorised as principal, agent, contractor, trustee or otherwise and either alone or in conjunction with others.

(21) To do all such other things as may be considered to be incidental or conducive to the attainment of the above objects or any of them.

(22) To achieve the abovementioned objects such that after making provision for suitable reserves and contingencies the Company makes neither a profit nor a loss.

3B. The income and property of the Company 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 in this clause shall prevent the payment in good faith of reasonable and proper remuneration to an officer or servant of the Company nor prevent the payment of interest at a rate not exceeding a reasonable market rate on money lent or reasonable and proper rent for premises demised or let by any member to the Company; but that no director or member of the Company shall be appointed to any salaried office of the Company or to any office of the Company paid by fees.

3C. If the Company shall be wound up the assets of the Company shall be realised and if after the discharge of all the Company's debts and liabilities and providing for the costs and expenses of the winding up there remains a surplus, such surplus shall be divided equally amongst the shareholders.

And it hereby declared (a) that the word "company" in this clause except where it is used in reference to this Company shall be deemed to include any partnership or other body of persons whether incorporate or unincorporate or whether domiciled in the United Kingdom or elsewhere, and (b) that, except where the context expressly so requires, none of the several paragraphs of this clause, or the objects therein specified, or the powers thereby conferred shall be limited by, or deemed merely subsidiary or auxiliary to any other paragraph of this Clause, or the objects in such other paragraph specified, or the powers thereby conferred.



4. The liability of the the members is limited.
5. The Company's share capital is £225 divided into 15 shares of £15 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 the subscribers.

Number of shares taken  
by each subscriber.

---

ALAN WILLIAM FAULKNER,  
197-199 City Road,  
London EC1V 1JN



ONE,

JOHN RICHARD WILCOX,  
197-199 City Road,  
London EC1V 1JN



ONE

---

Dated the 30th day of January, 1989.

WITNESS to the above signatures:-

GERALDINE S. ABBEY,  
197-199 City Road,  
London EC1V 1JN



THE COMPANIES ACT, 1985  
PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

-of-

SANDWICH MANAGEMENT COMPANY LIMITED

PRELIMINARY.

1 The Regulations contained in Table A as comprised in The Companies (Tables A to F) Regulations 1985 ("Table A") shall apply to the Company subject to any alteration or modification hereinafter expressed.

2 Regulations 4, 8-22, 24, 40, 54, 57, 58, 64, 73-78, 82-84, 87, 95-97, 102-110, 113 and 117 shall not apply to the Company.

3(a) In these articles the words standing in the first column of the following table shall bear the meanings set opposite to them respectively in the second column thereof:-

"Owner"	Any person who is a freeholder or holder of Head Lease of a factory or business unit or other property, and has entered into an agreement with the Company in respect of that property.
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"Property"	Any factory or business unit or other property the subject of an agreement between the Company and the owner of that property.
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3(b) In these Articles, where the context so permits, words importing the singular number only shall include the plural number and vice versa; words importing the masculine gender shall include the feminine gender; and words importing persons shall include corporations.

PRIVATE COMPANY.

4 The Company is a Private Company and accordingly, in compliance with Section 81 of the Companies Act 1985 ("the Act") any invitation to the public to subscribe for any shares in or debentures of the Company is prohibited.

SHARES.

5 The Company's share capital is £225 divided into 15 shares of £15 each.

COMPANIES HOUSE

22 MAR 1989

- 6(a) The Directors of the Company may, subject to this Article, within a period of five years from the date of the incorporation of the Company, exercise the Company's power to allot, grant options over or otherwise dispose of all or any of the unissued shares in the capital of the Company. No share shall be allotted save as a fully paid share.
- 6(b) Save as hereinafter provided, no shares in the Company may be issued or transferred to or held by a person other than an Owner. No person may hold more than one share for each property of which he is an owner.
- 6(c) Subject to Article 8 a person although not an Owner, may hold shares (or if an Owner may hold more than the maximum shareholding otherwise permitted by this Article) if such shares are held on trust for an Owner and a declaration of such Trust, and a copy of any agreements relating to such Trusts are lodged with the Company.
- 6(d) Sections 89(1) and 90(1) to (6) shall not apply to the allotment of equity security in the Company.
- 7 Every holder of a share shall at all times observe and perform the covenants and conditions relating to the maintenance, repair and use of the Property in respect of which he is an Owner contained in the Lease or Transfer under which the Property was originally sold and shall be bound to the Company to perform such covenants and conditions as if (if such not already be the case) the covenants had been entered into directly between the Company and himself).

#### TRANSFER OF SHARES.

- 8(a) No member, other than a person becoming entitled to a share in consequence of the death or bankruptcy of a member, shall be entitled to transfer any share or execute any declaration of trust or enter into any agreement in relation to voting in respect of such share:-
- (i) in favour of any person not being an Owner, or
  - (ii) in such manner as would procure any Owner to hold (other than in a fiduciary capacity) more shares than represent more than one share for each property of which he is the owner.
- 8(b) No share shall be transferred at a price in excess of the nominal value.
- 8(c) The Directors may in their absolute and uncontrolled discretion, and without assigning reason therefor, refuse to register any proposed transfer of a share unless they are satisfied beyond reasonable doubt that the foregoing conditions of this Article are being complied with in regard thereto. Save as aforesaid every transfer of a share shall be registered.

- 9 Where a member has ceased for any reason, to be an Owner, or the person for whom the member holds a share in trust under Article 7(c) ceases to be an Owner, the Directors may give notice to that member requiring him to transfer his share in the Company within the succeeding period of twenty-eight days; and if such notice shall not be complied with the Directors may at any time thereafter transfer such share and by resolution authorise some person to transfer such share to the person to whom the share is required to be transferred and he shall thereupon be registered as the holder of the share and shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the disposal of the share. Any person whose share has been transferred in accordance with this Article shall forthwith deliver up to the Company the Share Certificate (if any) issued to him in respect of that share.
- 10 The provisions of Regulation 35 of Table A shall apply, subject to the provisions contained in these Articles.

#### DIRECTORS.

- 11 Unless and until determined by the Company in General Meeting the number of Directors shall be not less than two nor more than seven. The first Directors of the Company shall be as named in the statement delivered pursuant to Section 10 of the Companies Act, 1985.
- 12(a) No person shall be eligible to be a Director unless that person is also a shareholder in the Company, or is appointed by such shareholder in accordance with this Article.
- 12(b) A member of the Company if an owner shall have the right to appoint any person (including himself) to be a Director. A member may appoint only one director irrespective of the number of shares that member may hold. Where a member holds shares in trust for an Owner in accordance with Article 6(c), that member may in addition to any right of appointment on his own behalf appoint a Director hereunder on behalf on that Owner.
- 12(c) Where a member appoints himself to be a Director, that member shall, on a resolution in General Meeting to remove him from office as a Director be entitled to exercise a total of votes one greater in number than the number of votes in favour of that resolution. Where any other person has been appointed a Director that person may be removed by ordinary resolution.
- 12(d) If a member ceases to be a member, or if a person for whom a member holds shares in trust ceases to be an Owner, that person or that person's appointee shall cease forthwith to be a Director of the Company.

13 Regulation 94 of Table A shall apply to the Company save that there shall be added thereto a sub-paragraph (e) as follows:-

(e) The interest arises out of an agreement entered into or to be entered into between the Company and the Director (or the member appointing the Director) in his capacity as Owner of a Property.

14(a) Subject to the provisions of paragraph (b) of this Article the Directors shall endeavour to carry on the business of the Company so as not to make profit or loss.

14(b) The Directors in their absolute descretion may make provision for creating and setting aside a reasonable reserve fund for any general or particular purpose.

14(c) The Directors shall ensure that no dividend or other distribution whether in the nature of capital or income is made upon or in respect of any share in the capital of the Company.

#### BORROWING POWERS.

15(a) The Directors may, subject to sub-rule (b) of this Article, 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 subject to the provision of the Act and these Articles may issue debentures and other securities whether outright or as security for any debt liability or obligation of the Company or of any third party.

15(b) The total indebtedness of the Company shall not on all or any accounts exceed the nominal share capital of the Company. This limit may be increased upon such terms and conditions as may be considered desirable by the Company in General Meeting but no person dealing with the Company in good faith shall be obliged to see that such limit has not been exceeded.

#### PROCEEDINGS AT GENERAL MEETINGS.

16(a) No business shall be transacted at any meeting unless a quorum is present at the time the meeting proceeds to business. A quorum shall be present if at least three quarters of the members are present in person, or by proxy, or being a corporation by a duly authorised representative. The words "or if during a meeting such quorum ceases to be present" shall be deleted from Regulation 41 of Table A.

16(b) On a show of hands or on a poll every member whether present in person, or by proxy, or (if a corporation) by a duly authorised representative, shall have one vote for each share of which he is a holder and Regulations 46 and 59 of Table A shall be modified accordingly.

- 16(c) No resolution shall be passed unless at least two-thirds of the votes cast on the vote are cast in favour of that resolution.

#### SECRETARY.

- 17 The first secretary shall be as named in the statement delivered pursuant to Section 10 of the Companies Act, 1985.

#### COPIES OF ARTICLES.

- 18 Every member, upon first becoming the holder of any share shall be entitled without payment to a copy of these Articles and a copy of the relevant Table A. It shall be the duty of the Secretary to ensure that each member has received such copies.

#### INSPECTION OF RECORDS.

- 19 Any member shall have the right to inspect any accounting record or book or document of the Company.

#### NOTICES.

- 20 A notice may be given by any member to the Company by leaving it at or sending it to the registered office of the Company.

#### WINDING UP.

- 21 If the Company shall be wound up the assets of the Company shall be realised and if after the discharge of all the Company's debts and liabilities and providing for the costs and expenses of the winding up there remains a surplus, such surplus shall be divided equally amongst the shareholders.

#### CHAIRMAN'S CASTING VOTE.

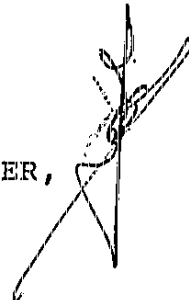
- 22 The Chairman (if any) shall not have a casting vote and Regulation 50 of Table A shall be deleted and Regulation 88 of Table A amended accordingly.

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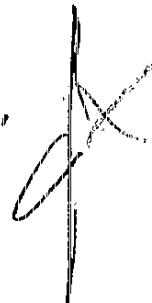
NAMES AND ADDRESSES OF SUBSCRIBERS

---

ALAN WILLIAM FAULKNER,  
197-199 City Road,  
London EC1V 1JN



JOHN RICHARD WILCOX,  
197-199 City Road,  
London EC1V 1JN



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Dated this thirtieth day of January, 1989.

WITNESS to the above signatures:-

GERALDINE S. ABBEY,  
197-199 City Road,  
London EC1V 1JN



FILE COPY



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

No. 2369054

I hereby certify that

**SANDWICH MANAGEMENT COMPANY LIMITED**

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

Given under my hand at the Companies Registration Office,  
Cardiff the 6 APRIL 1989

*A. M. Evans.*  
A. M. EVANS

an authorised officer