

File Copy



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 06996795

The Registrar of Companies for England and Wales hereby certifies that
ART IN MARYLEBONE 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 20th August 2009



N069967952



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

6996795

Company name

ART IN MARYLEBONE 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)

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

Received for filing in Electronic Format on the: **20/08/2009**



X51Q3CKS

*Company Name
in full:* **ART IN MARYLEBONE LIMITED**

*Proposed Registered
Office:* **25 WEYMOUTH STREET
LONDON
UNITED KINGDOM
W1G 7BP**

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**

Director 1:

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:* **20/08/2009** *Authenticated:* **YES**

Authorisation

Authoriser Designation: **agent**

Date Authorised: **20/08/2009**

Authenticated: **Yes**

THE COMPANIES ACTS 1985 TO 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF

ART IN MARYLEBONE LIMITED

1. The Company's name is ART IN MARYLEBONE LIMITED.
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:-
 - (a) To promote annual events in Marylebone for the benefit of local artists of all genres to exhibit and sell their works.
 - (b) To carry on any other business of any description which may seem to the Company capable of being advantageously carried on in connection with or ancillary to any of the businesses of the Company.
 - (c) To purchase or by any other means acquire any freehold, leasehold or other property for any estate or interest whatever and any rights or privileges of any kind over or in respect of any property and any real or personal property or rights whatsoever which may be necessary for, or may be conveniently used with, or may enhance the value of any other property of the Company.
 - (d) To purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patents rights, brevets d'invention, licences, copyrights, secret processes, trade marks, designs, protections and concessions which may appear likely to be advantageous or useful to the Company and to use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.
 - (e) To acquire or undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for co-operation, or for limiting competition, or for mutual assistance with any such person, firm or company.
 - (f) To improve, manage, cultivate, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant

rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.

- (g) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (h) To lend and advance money or give credit to any person, firms or companies upon such terms and with or without security and subject to such conditions as may seem desirable and in particular to customers and others having dealings with the Company and to give guarantees or become security for any such persons firms or companies.
- (i) To borrow and raise money in any manner, as the Company shall think fit, and in particular by the issue of debentures or debenture stock and to secure the repayment of any money borrowed, raised or owing by mortgage charge standard security lien or other security upon the whole or any part of the Company's property or assets (whether present or future).
- (j) To draw, make, accept, endorse, discount, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable instruments.
- (k) To enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) or any corporations, companies or persons, that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority, corporation, company or person, any charters, contracts, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise and comply with any such charters, contracts, decrees, rights, privileges and concessions.
- (l) To subscribe for, take, purchase, or otherwise acquire and hold shares, stock or other interests in or obligations of any other company or corporation.
- (m) To promote any other company for the purpose of acquiring all or any of the property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.
- (n) To sell, let, licence, develop or otherwise deal with the whole or any part of the undertaking of the Company, either together or in portions upon such terms, as the Company may think fit, with power to accept shares, debentures, or securities of any company purchasing the same.
- (o) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts, and also to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors or others.

- (p) To remunerate any person, firm or company rendering services to the Company.
- (q) To pay out of the funds of the Company all costs and expenses of or incidental to the promotion, formation and incorporation of the Company.
- (r) To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its Directors or employees; to remunerate the Directors of the Company in any manner the Company may think fit and to pay or provide pensions for or make payments to or for the benefit of any persons who are or were at any time in the employment or service of the Company or of any company for the time being the Company's holding company or subsidiary company as defined by the Companies Act or otherwise associated with the Company in business and the wives, widows, families and dependants of any such persons; to make payments towards insurance; to set up, establish support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons as aforesaid and of their wives, widows, families and dependants.
- (s) To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.
- (t)
 1. None of the objects set forth in any sub-clause of this clause shall be restrictively construed but the widest interpretation shall be given to each such object, and the foregoing sub-clauses shall be construed independently of each other, except where the context expressly so requires and none of the objects therein mentioned shall be deemed to be merely subsidiary or ancillary to the objects contained in any other sub-clause.
 2. The Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this clause as though each such sub-clause contained the objects of a separate company.
- 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 retainer or instrument 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.
- 6. Every Member of the Company undertakes to contribute to the Company's assets in the event of its being wound up while he is a Member or within one year afterwards for payment of the Company's debts and liabilities 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 the contributories among themselves such amount as may be required not exceeding £1.

7. 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 not be paid to or distributed among the members of the Company but shall be given or transferred to some other charitable institution or institutions having objects which are similar to the objects of the Company and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some other charitable object.
8. True accounts shall be kept of the sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place, of all sales and purchases of property and goods by the Company and of the property, credits and liabilities of the Company, and subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Company for the time being, such accounts shall be open to the inspection of the members. 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 Accountants.

I/We, the subscriber(s) to this Memorandum of Association, wish to be formed into a company pursuant to this Memorandum.

Name and Address of Subscriber

SDG REGISTRARS LIMITED
41 CHALTON STREET
LONDON
NW1 1JD

Dated 20 August 2009

THE COMPANIES ACTS 1985 TO 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF

ART IN MARYLEBONE LIMITED

PRELIMINARY

1. (a) Subject as hereinafter provided the Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985, The Companies Act 1985 (Electronic Communications) Order 2000, The Companies (Tables A to F) (Amendment) Regulations 2007 and The Companies (Tables A to F) (Amendment) (No.2) Regulations 2007 (such Table being hereinafter called "Table A") shall apply to the Company.

(b) Regulations 2 to 35 inclusive, 41, 57, 59, 102 to 108 inclusive 110, 114, 116 and 117 in Table A shall not apply to the Company.

(c) 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. In these Articles:

'the Act' means the Companies Act 1985 but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

Words importing the singular number only shall include the plural number, and vice versa.

Words importing the masculine gender only shall include the feminine gender, and words importing persons shall include corporations.

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

MEMBERSHIP

4. The subscribers to the Memorandum of Association of the Company and such other persons as are admitted to membership in accordance with these Articles shall be Members of the Company. A subscriber may nominate any person to succeed him as a Member of the Company. Save as aforesaid no person shall be admitted as a Member of the Company unless he is approved by the Directors. Every person who wishes to become a Member shall deliver to the Company an application for membership, in such form as the Directors require, executed by him.
5. A Member may at any time withdraw from the Company by giving at least seven clear days' notice to the Company. Membership shall not be transferable and shall cease on death.

PROCEEDINGS AT GENERAL MEETINGS

6. 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, two members present in person or by proxy shall be a quorum, unless the Company has only one member in which case one member present in person or by proxy shall be a quorum.
7. If a quorum is not present within half an hour from the time appointed for a General Meeting the General 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.
8. Regulation 46 in Table A shall be read and construed as if paragraph (d) was omitted therefrom.
9. Regulation 44 in Table A shall be read and construed as if the words "and at any separate meeting of the holders of any class of shares in the Company" were omitted therefrom.

VOTES OF MEMBERS

10. (a) Subject as hereinafter provided every Member present in person shall have one vote. On a poll every Member present in person or by proxy shall have one vote.

(b) Regulations 54 and 55 in Table A shall not apply to the Company.

APPOINTMENT OF DIRECTORS

11. 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 as an additional Director provided the appointment does not cause the number of Directors to exceed any number determined in accordance with Article 18 below. Any

Member so appointed shall retain his office only until the next Annual General Meeting and shall then be eligible for re-election.

12. Save for the persons who are deemed to have been appointed as the first Directors of the Company on incorporation pursuant to Section 13(5) of the Act no person who is not a Member of the Company shall in any circumstances be eligible to hold office as Director. Regulation 44 in Table A shall not apply to the Company.

13. (a) Regulation 64 in Table A shall not apply to the Company.

(b) The maximum number and minimum number respectively of the Directors may be determined from time to time by Ordinary Resolution of the Company. Subject to and in default of any such determination there shall be no maximum number of Directors and the minimum number of Directors shall be one.

(d) The Company may by Ordinary Resolution in General Meeting, subject to these Articles, appoint any person who is willing to act to be a Director, either to fill a vacancy or as an addition to the existing Directors.

(e) The words "of a class of shares" shall be omitted from Regulation 83 in Table A.

DISQUALIFICATION OF DIRECTORS

14. A Director shall be required to vacate his office if he ceases to become a Member or becomes incapable by reason of illness or injury of managing and administering his property and affairs and Regulation 81 in Table A shall be modified accordingly.

ALTERNATE DIRECTORS

15. (a) No person who is not a Member of the Company shall be capable of being appointed an alternate Director. Regulations 65 in Table A shall be amended accordingly.

(b) An alternate Director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct and the first sentence of Regulation 66 in Table A shall be modified accordingly.

PROCEEDINGS OF DIRECTORS

16. At any meeting of the Directors or of any committee of the Directors, subject to disclosing his interest therein, a Director may vote on any resolution notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly any kind of interest whatsoever, and if he shall vote on any such resolution as aforesaid his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the

meeting. Regulations 94 to 98 (inclusive) in Table A shall be construed accordingly.

17. The Directors shall cause minutes or a written records to be made in books kept for the purpose:-

(a) of all appointments of officers made by the Directors; and

(b) of all proceedings at meetings of the Company and of the Directors and of committees of Directors including the names of the Directors present at each such Meeting.

(c) of all decisions taken by a sole member when the Company has only one member which may have been taken by the Company in General Meeting and which have effect as if agreed in General Meeting; and

(d) of all written resolutions passed by the Company.

18. The Company may give any notice to a Member either personally or by sending it by post in a prepaid envelope addressed to the Member at his registered address or by leaving it at that address. A Member whose registered address is not within Great Britain and Northern Ireland and who gives to the Company an address within Great Britain and Northern Ireland at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such Member shall be entitled to receive any notice from the Company.

19. A Member present either in person or by proxy at any meeting of the Company shall be deemed to have received notice of the meeting and where requisite of the purposes for which it was called.

BORROWING POWERS

20. Directors may exercise all the powers of the Company to borrow money of a limitless amount and upon such terms and in such manner as they think fit and to grant any mortgage charge or security over its undertaking and property 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.

INDEMNITY

21. Subject to Section 310 of the Act and in addition to such indemnity as is contained in Regulation 118 of Table A every Director, officer or official of the Company shall be indemnified out of the funds of the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto.

COMPANY SEAL

22. Regulation 101 of Table A shall not apply to the Company. The Company shall not be required to, but may, at the discretion of the Directors, keep a common seal. If such a seal is kept, it shall only be used by the authority of the Directors,

or of a committee of the Directors authorised by the Directors, and the Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by one director.

RULES OR BYELAWS

23. The Directors may from time to time make such Rules or Byelaws as they consider necessary or convenient for the right and proper execution and government of the Company and for the purposes of laying down the categories and terms of Membership and in particular:-

(a) the admission and classification of Members of the Company and their respective rights and privileges and the terms of membership, resignation of membership and any fees, charges and contributions payable by the Members.

(b) the behaviour of Members of the Company in relation to each other and to the Company and any of the Company's instruments and retainers.

(c) the line of conduct at Meetings and committees of Directors of the Company in so far as such line of conduct is not directed by these Articles

(d) any business likely to be governed by Company Rules or guidelines appropriate to the Company.

At any General Meeting the Company has the power to make any changes to the Rules and Byelaws provided that no Rule or Byelaw shall be contrary or affect or nullify the Memorandum or Articles of Association of the Company and the Directors shall be responsible in bringing to the notice of the Members of the Company all existing Rules and Byelaws and any subsequent changes thereto which until such times as is otherwise altered at a General Meeting shall be in force and shall be binding on all Members of the Company.

Name(s) and Address(es) of Subscriber(s)

SDG REGISTRARS LIMITED
41 CHALTON STREET
LONDON
NW1 1JD

Dated 20 August 2009