

THE COMPANIES ACTS 1948 TO 1980

Declaration of compliance with the requirements on application for registration of a company

41a

Please do not write in this binding margin

Pursuant to section 3(5) of the Companies Act 1980

For official use

Company number

[] [] [] []

[] [] [] [] [] [] [] [] [] []

1729582

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

Name of Company

THE 24 WESTBOURNE TERRACE MANAGEMENT COMPANY Limited*

* delete if inappropriate

I, RONALD MICHAEL HARRIS
of 20 DOWNS SIDE
CHEAM
SURREY

† Please indicate whether you are a Solicitor of the Supreme Court (or in Scotland 'a Solicitor') engaged in the formation of the company, or a person named as director or secretary of the company in the statement delivered under section 21 of the Companies Act 1976

do solemnly and sincerely declare that I am † A person named as director of the Company in the Statement delivered under Section 21 of the Companies Act 1976

~~THE 24 WESTBOURNE TERRACE MANAGEMENT COMPANY LIMITED~~ Limited*
and that all the requirements of the Companies Acts 1948 to 1980 in respect of matters precedent to the registration of the said company and incidental thereto 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 76 Wimpole Street
London W.1

Signature of Declarant

[Handwritten Signature]

the 9th day of May
One thousand nine hundred and eighty-three

before me [Signature] MA BOWDEN
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)

For official use
General section | Post room

Stanley Davis (Company Services) Limited

International Company Registrations and Searches



15/17 City Road, London EC1Y 1AA
Telephone 01-883 6631 Telex 882005 DAVIS G
LDB Box No. 374

Memorandum of Association

The Companies Acts 1948 to 1981
Company Limited by Shares

1729582

of

THE 24 WESTBOURNE TERRACE MANAGEMENT COMPANY LIMITED

1. The name of the Company is The 24 Westbourne Terrace 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:-

- (A) To acquire, hold, manage, maintain, administer and deal with certain land and buildings and the common roads, pathways and gardens adjacent and belonging thereto (hereinafter called "the Estate") situate at 24 Westbourne Terrace London W2 and to layout, provide for and maintain in good order the Estate and to provide such renewals and additions as may from time to time become necessary to maintain and improve the amenities of the Estate, including making contributions to communal garden areas, placing and maintaining of policies of insurance in respect of all parts of the Estate against loss or damage by fire, storm or tempest or special perils normally included in the Property Owners Liability Policies and the placing and maintaining of policies of insurance against all Third Party Claims and all such other policies of insurance as shall be considered necessary or desirable or fit.
- (B) To do all or any of the works or things following, that is to say, all works and things requisite, necessary, convenient or desirable for providing lighting and heating facilities for and supplying electricity, gas, water and all other services and amenities to the Estate and for paying the rates and taxes including water rates (if any) and all other outgoing of whatsoever nature charged, assessed or payable thereon or on any part thereof and for engaging gardeners and other employes to provide amenities and services for the Estate and the residents thereof.
- (C) To enter into Leases, Deeds, Covenants and other instruments whereby the Company may or shall assume liabilities and responsibilities for carrying out obligations of all kinds of or in connection with the Estate and the Residents thereof.
- (D) To manage, administer and deal with land and buildings whether belonging to the Company or not and to collect rents and income and provide and supply to or for owners and occupiers of land or buildings, services and goods of all kinds.

Stanley Davis
(Company Services) Limited
124-128 City Road,
London EC1V 2NJ
Telephone: 01-250 3350
Telex 21957-DAVIS G

18 MAY 1983

Clause 3(E) to (P)

- (E) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property which may be deemed necessary, convenient or desirable for any of the purposes of the Company.
- (F) To construct, alter and maintain any buildings or works necessary or convenient or desirable for any of the purposes of the Company or for the use of or as an amenity for the Estate or the residents thereof.
- (G) To take any gift or any real or personal property for any one or more of the objects of the Company whether or not subject to any special trust or condition.
- (H) To borrow and secure the payment of money in such manner as the Company may think fit.
- (I) To undertake and execute any trust or agency business (whether gratuitously or otherwise) the undertaking whereof may seem desirable whether as being convenient for or conducive to any of the objects of the Company or as being a convenience or amenity for the Estate or for the residents thereof.
- (J) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (K) To carry on all or any of the following businesses namely, builders and contractors, carpenters, decorators, gardeners, engineers, merchants of and dealers in stone, sand, lime, bricks, timbers, iron, steel, hardware, paint and other building or decorating requisites, electrical, heating, refrigerating and sanitary equipment, house and estate agents and insurance agents.
- (L) To sell, let or dispose of all or any of the property of the Company.
- (M) To enter into and make and be party to and accept such covenants and agreements in relation to or in connection with the Estate or any other land or personal property as the Company may think fit.
- (N) To carry on any other trade or business or undertake any obligations, duties and responsibilities whatsoever which can in the opinion of the Company be advantageously carried on or undertaken by the Company in connection with or ancillary to any of the above objects.
- (O) To do all such other things as are incidental to or conducive to the attainment of the above objects or any of them.
- (P) To do all or any of the things hereinbefore authorised either alone or in conjunction with or as trustee or agent for others or by or through trustees or managing agents and either with or without the intention or object of profit and whether gratuitously or otherwise.

PROVIDED ALWAYS that the objects set forth in any sub-clause of this Clause shall not, except when the context expressly so requires by in anywise limited or restricted by reference to or inference from the terms of any

Clauses 4 to 7

other sub-clause or by the name of the Company. None of such sub-clauses or the objects therein specified or the powers thereby conferred shall be deemed subsidiary or auxiliary to the objects mentioned in the first sub-clause but the Company shall have full power to exercise all or any of the powers conferred by any parts of this Clause notwithstanding that the business, undertaking, property or acts proposed to be transacted, acquired, dealt with or performed do not fall within the objects of the first sub-clause of this Clause.

4. The liability of the Members is limited.
5. The income and profits of the Company whencesoever derived shall be applied solely towards the promotion of the objects of the Company as set forth in the Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever (other than as aforesaid) by way of profit to Members of the Company; provided that nothing herein shall prevent the payment in good faith of reasonable remuneration to any Director or servant of the Company, or to any Member of the Company, in return for any services actually rendered to the Company.
6. The Share Capital of the Company shall consist of £22 divided into 1 'A' Ordinary Share of £1 each and 21 'B' Ordinary Shares of £1 each.
7. No person shall be admitted to membership of the Company other than the subscribers thereto and lessees of the flats comprised in the Estate holding leases derived immediately out of the freehold interest therein and Section 23 of the Companies Act 1948 shall not apply to this paragraph.

We, the several persons whose names, addresses and descriptions are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Names, addresses and description of Subscribers		Number of Shares taken by each Subscriber
X	<i>R.M.H.</i>	X
	RONALD MICHAEL HARRIS	One "A" Ordinary Share
Address	X 20 DOWNS SIDE	
	CHEAM SURREY	
Occupation	X Accountant	
X	<i>I.V.F.</i>	X
	IRENE VALERIE FINE	One "B" Ordinary Share
Address	X 12 WOODWARD AVENUE	
	LONDON N.W.4.	
Occupation	X Teacher	

Dated the 9th May 1983

Witness to the above Signatures:

X	<i>Alfred Harris</i>	X
	ALFRED HARRIS	
Address	X 23 Porterside	
	Wimbledon S.W.19	
Occupation	X Chartered Accountant	

Articles of Association

The Companies Acts 1948 to 1981
Company Limited by Shares

of

THE 24 WESTBOURNE TERRACE MANAGEMENT COMPANY LIMITED

1729582/4

GENERAL

1. The Regulations contained in Table A to the Companies Act 1948 shall not apply to the Company, except insofar as the same are repeated or contained in these Articles.

2. In these Articles:

"the 1948 Act" means the Companies Act 1948.

"the 1980 Act" means the Companies Act 1980.

"the Statutes" means all those Acts which by virtue of Section 119(2) of the Companies Act 1981 may together be cited as the Companies Acts 1948 to 1981.

"the Seal" means the Common Seal of the Company.

"the Council" means the Council of Management for the time being of the Company.

"the Secretary" means any person appointed to perform the duties of the Secretary of the Company.

"the Property" means 24 Westbourne Terrace London W2.

"the Flat-owners" means the Lessees for the time being of the flats comprised in the Property holding leases derived immediately out of the freehold interest therein or permitted underleases derived from the long leasehold interest.

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

Unless the context otherwise requires, words or expressions used shall bear the same meanings as in the Statutes.

References to any enactment are references to that enactment as re-enacted or modified for the time being.

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

Articles 4 to 7

4. The Company is a Private Company and accordingly:-
- (a) No shares in or debentures of the Company shall be offered to the public (whether for cash or otherwise); and
 - (b) No shares in or debentures of the Company shall be allotted, nor shall any agreement to allot such shares or debentures be made, (whether for cash or otherwise) with a view to all or any of such shares or debentures being offered for sale to the public, and sections 45(2) and 55 of the 1948 Act shall apply for the purposes of this Article as they apply for the purposes of the 1948 Act.

MEMBERSHIP

5. (a) The Council is authorised for the purposes of section 14 of the 1980 Act to exercise the power of the Company to allot shares to the amount of the authorised but unissued share capital of the Company for the time being provided always that:
- (i) Save as provided in sub-paragraph (ii) of this Article the authority given in this Article to the Council to exercise the power of the Company to allot shares shall expire five years after the date of incorporation of the Company.
 - (ii) The Members in General Meeting may by Ordinary Resolution:
 - (a) renew the said authority (whether or not it has been previously renewed) for a period not exceeding five years; but such resolution must state (or restate) the amount of shares which may be allotted under such authority or renewed authority or as the case may be, the amount remaining to be allotted thereunder, and must specify the date on which the authority or renewed authority will expire;
 - (b) revoke or vary any such authority (or renewed authority).
- (b) In accordance with sub-section (9) of section 17 of the 1980 Act sub-sections (1) (6) and (7) of section 17 of the 1980 Act are excluded from applying to the Company.
6. The Shares of the Company consist at the date hereof of 1 'A' Ordinary Share of £1 each and 21 'B' Ordinary Shares of £1 each. The first registered holders of the 'A' Ordinary Share shall be the only persons entitled to vote at any meeting of the Company. Upon the last flat comprised in the Property being sold to a Flat-owner, such first registered holders of the 'A' Ordinary Share shall transfer such share to that Flat-owner and upon that Flat-owner becoming registered as the holder of that share:-
- (i) Such share shall be converted into a 'B' Ordinary Share; and
 - (ii) Each 'B' Ordinary Share (including that one) shall have attached thereto the right to vote at any meeting of the Company.
7. All the Flat-owners who apply in writing for membership shall be Members

Articles 7 to 13

of the Company. Payment for their shares shall accompany such applications.

8. (a) Where two or more persons jointly are the owners of one of the said Flats they shall, together, constitute one Member and the person whose name appears first in the register of Members shall exercise the voting and other powers vested in such Member.

(b) Except as required by law, no person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any interest in any financial part of a share or any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.

(c) Every person whose name is entered as a Member in the register shall be entitled without payment to receive within two months after allotment or lodgement or transfer one certificate for each of his shares or one certificate for all of his shares as the Council shall from time to time determine.

(d) In case of the death of a Member the survivor or survivors where the deceased was a joint holder, and the legal personal representatives of the deceased where he was a share holder, shall be the only persons recognised by the Company as having any right to his interest in the shares, but without prejudice to Article 10 hereof.

9. A Member shall cease to be a Member if and when:

(i) he ceases to be a Flat-owner; and

(ii) his successor in title to the said Flat is registered as a Member.

10. The Trustee in Bankruptcy of any bankrupt Member or the personal representative of any deceased Member shall be entitled to become a Member if but only if at the time of his application for membership he is a Flat-owner.

GENERAL MEETINGS

11. The Company shall in each year, hold a general meeting as its annual general meeting in addition to any other meetings in that year and shall specify the meeting as such in the notices calling it; and not more than 15 months shall elapse between two general meetings of the Company. 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 Council shall appoint.

12. All general meetings other than annual general meetings shall be called extraordinary general meetings.

13. The Council 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 requisitionists, as provided by section 132 of the 1949 Act. If at any time there are not within the United Kingdom sufficient Members of the Council capable of acting to form a quorum, any Member of the Council or any two Members of the Company may convene an extraordinary general meeting in the same manner as nearly as possible as that in which meetings may be convened by the Council.

14. 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 any other meeting shall be called by 14 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 the Company may in general meeting prescribe, to such persons as are under the Articles entitled to receive such notices:

Provided that a meeting of the Company shall, although called by 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 as an annual general meeting by all the Members entitled to attend and vote thereat; and

(b) in any other case by a majority of the Members entitled to attend and vote thereat being a majority together representing not less than 95 per cent of the total voting rights at that meeting of all the Members.

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

PROCEEDINGS AT GENERAL MEETINGS

16. 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 except the consideration of the accounts, balance sheets and the reports of the Council and Auditor, the election of Members of the Council in place of those retiring and the appointment of, and fixing of the remuneration of, the Auditor.

17. 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 or by proxy shall be a quorum.

18. 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 Council may determine.

19. The Chairman of the Company shall preside as Chairman at every general

Articles 19 to 25

meeting, or if there is no such Chairman for the time being, or if he shall not be present within 15 minutes after the time appointed for the meeting, or is unwilling to act, the Members present shall elect some other Member of the Council to be Chairman of the meeting, if at any meeting no Member of the Council is willing to act as Chairman, or if no Member of the Council is present within 15 minutes after the time appointed for the meeting, the Members present shall choose one of their number to be Chairman.

20. 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 that 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 an adjournment or the business to be transacted at any adjourned meeting.

21. 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 by the Chairman or by at least two Members present in person or by proxy.

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 minute book shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

The demand for a poll may be withdrawn.

22. Except as provided in Article 24, 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 the resolution of the meeting at which the poll was demanded.

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

24. 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.

25. Subject to the provisions of the statutes, 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 shall be as valid and effective as if passed at a general meeting of the Company duly convened and held. Any such resolution in writing may consist of two or more documents in like form each signed by one or more Members.

VOTES OF MEMBERS

26. Subject as hereinafter provided, every Member present in person or by proxy shall have one vote.
27. 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.
28. 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.
29. 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 writing of such death or revocation shall have been received by the Company at its registered office before the commencement of the meeting or adjourned meeting at which the proxy is used.

COUNCIL OF MANAGEMENT

30. Until otherwise determined by the Company in general meeting, the number of Members of the Council shall be not less than two.
31. The Council may, from time to time, or at any time, appoint any Member of the Company to be a Member of the Council, either to fill a casual vacancy or by way of addition to the Council. Any person so appointed shall retain office only until the next annual general meeting but shall then be eligible for re-election.
32. No one who is not a Member of the Company shall in any circumstances be eligible to hold office as a Member of the Council.

BORROWING

33. The Council 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.

THE COUNCIL'S POWER AND DUTIES

34. The business of the Company shall be managed by the Council who may exercise all such powers of the Company as are not by the statutes or by these Articles, required to be exercised by the Company in general meeting, but subject to the provisions of the statutes 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 in general meeting shall invalidate any prior act of the Council which would have been valid if that regulation had not been made.
35. The Council may, from time to time, appoint Members of the Company to be Chairman and Vice-Chairman and may determine their respective duties and the tenure of their respective offices.

Articles 36 to 41

36. The Council shall cause minutes to be made in books provided for the purpose:-

- (a) of all appointments of officers made by the Council;
- (b) of the names of the Council Members present at each meeting of the Council;
- (c) of all resolutions and proceedings at all meetings of the Company and of the Council;

37. The Council Members for the time being may act notwithstanding any vacancy in their body; provided always that if the Council Members shall at any time be less than the minimum prescribed by these Articles it shall be lawful for them to act as the Council for the purposes of filling up vacancies in their body or of summoning a general meeting, but not for any other purpose.

38. The office of a Member of the Council 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 by reason of any court order made under any provision of the statutes;
- (f) if he is removed from office by a resolution duly passed pursuant to section 184 of the 1948 Act.

39. At every annual general meeting, the number equal or nearest to one-third of the Council Members for the time being, other than the Chairman, shall retire from office, but shall be eligible for re-election. The Members 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.

40. No person other than a retiring Council Member shall be eligible for election to the Council at any general meeting, unless, not less than 3 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 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.

41. The Company may by extraordinary resolution remove any Member of the Council before the expiration of his period of office, and may by an ordinary resolution, appoint another Member in his place.

PROCEEDINGS OF THE COUNCIL

42. The Council may meet for the despatch 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 Council Member may, and on the request of a Council Member the Secretary shall, at any time, call a meeting of the Council by notice served upon the several Members of the Council. A Council Member 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 Company shall be Chairman of the Council, and entitled to preside at all Council meetings at which he shall be present, but if there is no such Chairman, or if at any meeting the Chairman be not present within 10 minutes after the time appointed for the meeting, and willing to preside, the Council Members present shall choose one of their number to be Chairman of the meeting.

45. (a) All acts bona fide done by any meeting of the Council, or by any person acting as a Council Member, shall, although it be afterwards discovered that there was some defect in the appointment or continuance in office of any such member 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 Council Member.

(b) A Council Member who is in any way either directly or indirectly interested (whether through persons connected with him as defined in section 64 of the 1980 Act or otherwise) in any contract, transaction or arrangement (whether or not constituting a contract and whether actual or proposed) shall declare the nature of his interest at a meeting of the Council in accordance with section 199 of the 1948 Act. Subject to such disclosure a Member shall be entitled to vote in respect of any such contract, transaction or arrangement (whether actual or proposed) in which he is interested and he shall be counted in reckoning whether a quorum is present.

46. A resolution in writing signed by all the Council Members for the time being who are entitled to receive notice of a Council meeting shall be as valid and effectual as if it had been passed at a Council meeting duly convened and constituted. Any such resolution in writing may consist of two or more documents in like form each signed by one or more Members of the Council.

THE SECRETARY

47. The Secretary shall be appointed by the Council for such term, at such remuneration (if any) and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them.

THE SEAL

48. The Seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Council, and every instrument to which the Seal shall be affixed shall be signed by a Member of the Council, and counter-signed by the Secretary or by a second Member of the Council, or by some other person appointed by the Council for that purpose.

ACCOUNTS

49. The Council shall cause proper accounting records to be kept, sufficient to give a true and fair view of the state of the affairs of the Company.

AUDITORS

50. Auditors shall be appointed and their duties regulated in accordance with the statutes.

NOTICES

51. 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, within the United Kingdom supplied by him to the Company for the giving of notice to him. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying 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 twenty-four 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.

52. 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) any person entitled to become a Member pursuant to Article 9;

and

(c) the Auditors for the time being of the Company.

WINDING UP

53. If the Company shall be wound up, the liquidator may, with the sanction of an extraordinary resolution of the Company and any other sanction required by the statutes, divide amongst the Members in specie or kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may, for such purpose set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the Members. The liquidator may, with the like sanction, vest the whole or any part of

Article 53

such assets upon such trusts for the benefit of the contributories as the liquidator, with the like sanction, shall think fit.

Names, addresses and description of Subscribers

X *R.M. Harris* H X

RONALD MICHAEL HARRIS

20 DOWNS SIDE
CHEAM SURREY

Accountant ✓

X | *I.V. Fine* F X

IRENE VALERIE FINE
12 WOODWARD AVENUE
~~GERRARD~~ LONDON
N.W.4.

(initial X I V F
alteration)

Teacher ✓

Dated the 9th May 1983

Witness to the above Signatures:

Witness X

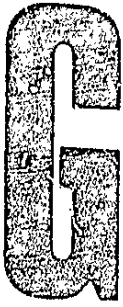
Alfred Harris ALFRED HARRIS ✓

Address

23 Parkside
Wimbledon S.W.19 ✓

Occupation

Chartered Accountant



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

Pursuant to sections 21 and 23(2) of the Companies Act 1976

1

Please do not write in this binding margin



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

Company number

[Empty box for company number]

1729582 / 5

Name of Company

THE 24 WESTBOURNE TERRACE MANAGEMENT COMPANY Limited

*delete if inappropriate

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

4 WIMPOLE STREET LONDON W.1.

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

X

Stanley Davis (Company Services) Limited, 15/17, City Road, London, EC1Y 1AA

If the spaces provided on page 2 are insufficient and use has been made of continuation sheets (see note 1), please enter in the box opposite the number of continuation sheets which form part of this statement

[Empty box for continuation sheets]

Presenter's reference (if any):

Stanley Davis (Company Services) Limited

15-17 City Road, London EC1Y 1AA. ☎ 01-568 0831

For official use General section

Post room

[Official use section with General section and Post room labels]

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 are as follows:

Please do not write in this binding margin



Important
The particulars to be given are those referred to in section 21(2)(a) of the Companies Act 1976 and section 200(2) of the Companies Act 1948. Please read the notes on page 4 before completing this part of the form.

Name (note 2)	RONALD MICHAEL HARRIS	Business occupation	Accountant
Former name(s) (note 3)		Nationality	British ✓
Address (note 4)	20 DOWNS SIDE CHEAM SURREY	Date of birth (where applicable) (note 6)	
Particulars of other directorships (note 5)	None ✓		
I hereby consent to act as director of the company named on page 1			
Signature	<i>R.M. Harris</i>	Date	6th May 1983 ✓

Name (note 2)	IRENE VALERIE FINE	Business occupation	Teacher
Former name(s) (note 3)		Nationality	BRITISH ✓
Address (note 4)	12 WOODWARD AVENUE LONDON N.W.4.	Date of birth (where applicable) (note 6)	
Particulars of other directorships (note 5)	Purvis & Administration Ltd ✓		
I hereby consent to act as director of the company named on page 1			
Signature	<i>I.V. Fine</i>	Date	6th May 1983

Name (note 2)	ALFRED HARRIS	Business occupation	Chartered Accountant
Former name(s) (note 3)		Nationality	British ✓
Address (note 4)	23 PARKSIDE WIMBLEDON LONDON S.W.19	Date of birth (where applicable) (note 6)	
Particulars of other directorships (note 5)	FIELDTROTTER PROPERTIES LTD HARFAM LTD : NARRGRANGE PROPERTIES LTD HOTEL RESERVATIONS & TRAVEL (LONDON) LTD		
I hereby consent to act as director of the company named on page 1			
Signature	<i>A. Harris</i>	Date	6th May 1983 ✓

Please do not write in this binding margin

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:

Important
The particulars to be given are those referred to in section 21(2)(b) of the Companies Act 1976 and section 200(3) of the Companies Act 1948. Please read the notes on page 4 before completing this part of the form.

Name (notes 2 & 7)	IRENE VALERIE FINE	
Former name(s) (note 3)		
Address (notes 4 & 7)	12 WOODWARD AVENUE LONDON N.W.4	
I hereby consent to act as secretary of the company named on page 1		
Signature	<i>Irene Valerie Fine</i>	Date 6th May 1983

Name (notes 2 & 7)	ALFRED HARRIS	
Former name(s) (note 3)	none	
Address (notes 4 & 7)	23 PARKSIDE WIMBLEDON LONDON S.W. 19	
I hereby consent to act as secretary of the company named on page 1		
Signature	<i>A Harris</i>	Date 6th May 1983

* as required by section 21(3) of the Companies Act 1976

Signed by or on behalf of the subscribers of the memorandum*

† delete as appropriate

Signature *X Phil Williams H X* [Subscriber] [Agent]† Date 6th May 1983

Signature *X I.V. Fine X* [Subscriber] [Agent]† Date 6th May 1983

FILE COPY



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

No. 1729582

I hereby certify that

THE 24 WESTBOURNE TERRACE MANAGEMENT COMPANY
LIMITED

is this day incorporated under the Companies Acts 1948 to 1981 as
a private company and that the Company is limited.

Given under my hand at the Companies Registration
Office, Cardiff the 7TH JUNE 1983

A handwritten signature in black ink, appearing to read 'P. C. Coates'.

P. C. COATES
an authorised officer