

885840

10/25
ny

Form No. 41

THE COMPANIES ACT, 1948

COMPANIES
REGISTRATION

A 5s.
Companies
Registration
Fee Stamp
must be
impressed
here.

DECLARATION of Compliance with the requirements of the
Companies Act, 1948, on application for registration of a Company.

Pursuant to Section 15 (2).

Insert the
Name of the
Company.

35 HYDE PARK GATE RESIDENTS
LIMITED

led by

BRECHER & CO.,

78 BROOK STREET,

LONDON, W.1.

The Solicitors' Law Stationery Society, Limited
12 Chancery Lane, W.C.2; 3 Bucklersbury, E.C.4; 49 Bedford Row, W.C.1; 6 Victoria Street, S.W.1;
4 Eldon Street, W.1; 55-59 Newhall Street, Birmingham, 3; 31 Charles Street, Cardiff; 19 & 21 North
John Street, Liverpool, 2; 28-30 John Dalton Street, Manchester, 2; and 157 Hope Street, Glasgow, C.2.

PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS

of 78 BECK STREET, LONDON, W.1.

Do solemnly and sincerely declare that I am (*) a Solicitor of the
Supreme Court engaged in the formation

of 35 Hyde Park Gate Residents

Limited,

And that all the requirements of the Companies Act, 1948, 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.

Note.—This margin is reserved for binding and must not be written across.

Declared at 80, Brook Street
in the County of London

the 9th day of August
one thousand nine hundred and sixty-
six

Dandwal

Before me,

Hermand Barner.

A Commissioner for Oaths [or Notary Public or
Justice of the Peace]

Number of
Company

885840/2

Form No. 26

STATEMENT OF THE NOMINAL CAPITAL OF

35 HYDE PARK GATE RESIDENTS

LIMITED

Pursuant to Section 112 of the Stamp Act, 1891, as amended by Section 7 of the Finance Act, 1899, Section 39 of the Finance Act, 1920, and Section 41 of the Finance Act, 1933.

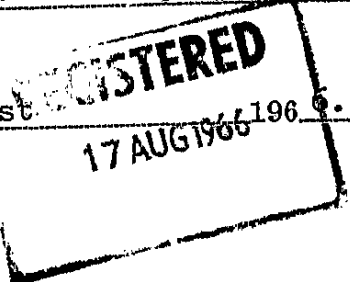
THE NOMINAL CAPITAL of the above named Company is £ 7. 0. 0d.

Signature Brecher & Co.

Description Solicitors to the Company

Dated the 7th day of August

NINTH



VOTES.—The Stamp Duty on the Nominal Capital is Ten Shillings for every £100 or fraction of £100.

This Statement is to be filed with the Memorandum of Association or other Document when the Company is registered and should be signed by an Officer of the Company if appointed by the Articles of Association, or by the Solicitor(s) engaged in the formation.

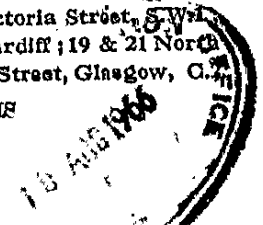
Presented by

BRECHER & CO.,

78 BROOK STREET, LONDON, W.1.

THE SOLICITORS' LAW STATIONERY SOCIETY, LIMITED
191-192 Fleet Street, E.C.4; 3 Backlersbury, E.C.4; 49 Bedford Row, W.C.1; 6 Victoria Street, S.W.1;
15 Hanover Street, W.1; 55-59 Newhall Street, Birmingham, 3; 31 Charles Street, Cardiff; 19 & 21 North
John Street, Liverpool, 2; 28-30 John Dalton Street, Manchester, 2; and 157 Hope Street, Glasgow, C.

PRINTERS AND PUBLISHERS OF COMPANIES BOOKS AND FORMS



No.

The Companies Act, 1948

COMPANY LIMITED BY SHARES

Memorandum

AND

Articles of Association

OF

35 HYDE PARK GATE RESIDENTS LIMITED

(A Private Company adopting Part II of Table A with modifications)

Incorporated the day of , 1966

BRECHER & CO.,
78 BROOK STREET,
LONDON, W.1.



The Companies Act, 1948

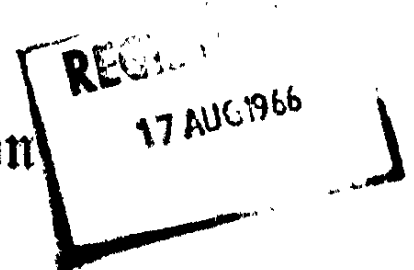
885840 / 3

COMPANY LIMITED BY SHARES

Memorandum of Association

OF

35 HYDE PARK GATE RESIDENTS LIMITED



1. The name of the Company is "35 HYDE PARK GATE RESIDENTS LIMITED."

2. The registered office of the Company will be situate in England.

3. The objects for which the Company is established are—

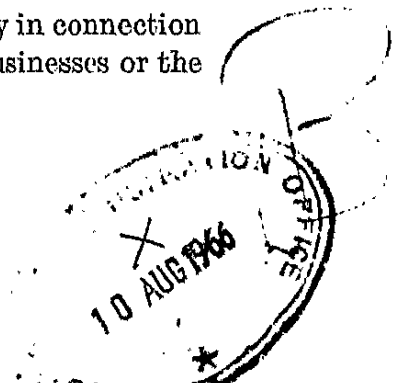
(A) To enter into and carry into effect with or without modification an agreement intended to be made between Bunting Estates Limited of the one part and the Company of the other part in the terms of a draft which has been marked "A" and signed for the purposes of identification by David Walsh.

(B) To manage, administer and deal with lands, buildings and real property, either on its own account or as trustee, nominee or agent of any other company or person and in particular but without prejudice to the generality of the foregoing to administer the site known as 35 Hyde Park Gate, Kensington, London.

(C) To carry on any other trade or business whatsoever which can in the opinion of the Board of Directors be advantageously carried on by the Company in connection with or as ancillary to any of the above businesses or the general business of the Company.

3217

10 AUG 1966



- (D) To purchase, take on lease or exchange, hire or otherwise acquire any real and personal property and any rights or privileges which the Company may think necessary or convenient for the purposes of its business (and in particular any land, buildings, easements, machinery, plant and stock-in-trade).
- (E) To build, construct, alter, maintain, enlarge, pull down, remove or replace and to work, manage and control any buildings, offices, factories, mills, shops, machinery, engines, roads, ways, railways, branches or sidings, bridges, reservoirs, watercourses, wharves, electric works and other works and conveniences which may seem calculated directly or indirectly to advance the interests of the Company, and to join with any other person or company in doing any of these things.
- (F) To apply for, purchase or otherwise acquire and protect and renew in any part of the world any patents, patent rights, brevets d'invention, trade marks, designs, licences, concessions and the like conferring any exclusive or non-exclusive or limited rights to their use, or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop or grant licences in respect of or otherwise turn to account the property, rights or information so acquired, and to expend the money in experimenting upon, testing or improving any such patents, inventions or rights.
- (G) To acquire and undertake the whole or any part of the business, property and liabilities of any person or company carrying on or proposing to carry on any business which the Company is authorised to carry on, or possessed of property suitable for the purposes of the Company, or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company.
- (H) To amalgamate, enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint adventure or reciprocal concession, or for limiting competition with any company carrying on or engaged in, or about to carry on or engage in, any business or transaction which the Company is authorised

to carry on or engagement, or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company.

- (I) To improve, manage, develop, grant rights or privileges in respect of, or otherwise deal with, all or any part of the property and rights of the Company.
- (J) To vest any real or personal property, rights or interest acquired by or belonging to the Company in any person or company on behalf of or for the benefit of the Company, and with or without any declared trust in favour of the Company.
- (K) To subscribe for, take or otherwise acquire and hold shares, stock, debentures or other securities of any other company having objects altogether or in part similar to those of the Company, or carrying on any business capable of being conducted so as directly or indirectly to benefit the Company.
- (L) To invest and deal with the moneys of the Company not immediately required in any manner.
- (M) To lend and advance money or give credit to such persons or companies and on such terms as may seem expedient, and in particular to customers and others having dealings with the Company, and to guarantee the performance of any contract or obligation and the payment of money of or by any such persons or companies, and generally to give guarantees and indemnities.
- (N) To receive money on deposit or loan and borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of debentures, or debenture stock (perpetual or otherwise) and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon all or any of the property or assets of the Company (both present and future) including its uncalled capital, and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Company or any other person or company of any obligation undertaken by the Company or any other person or company, as the case may be.

- (O) To draw, make, accept, indorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (P) To apply for, promote and obtain any Act of Parliament, charter, privilege, concession, licence or authorisation of any government, state or municipality, provisional order or licence of the Board of Trade or other authority for enabling the Company to carry any of its objects into effect or for extending any of the powers of the Company or for effecting any modification of the constitution of the Company or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the interests of the Company.
- (Q) To enter into any arrangements with any governments or authorities, supreme, municipal, local or otherwise, or any person or company that may seem conducive to the objects of the Company, or any of them, and to obtain from any such government, authority, person or company any rights, privileges, charters, contracts, licences and concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply therewith.
- (R) To pay out of the funds of the Company all expenses which the Company may lawfully pay with respect to the formation and registration of the Company or the issue of its capital, including brokerage and commissions for obtaining applications for or taking, placing or underwriting or procuring the underwriting of shares, debentures or other securities of the Company.
- (S) To pay for any rights or property acquired by the Company, and to remunerate any person or company, whether by cash payment or by the allotment of shares, debentures or other securities of the Company credited as paid up in full or in part or otherwise.
- (T) To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or superannuation fund for the benefit of and give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company, or of any company which is a subsidiary

of the Company or is allied to or associated with the Company or with any such subsidiary company, or who are or were at any time Directors or officers of the Company or of any such other company as aforesaid, and the wives, widows, families and dependents of any such persons, and also establish and subsidise and subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well being of the Company or of any such other company as aforesaid, and make payments to or towards the insurance of any such persons as aforesaid and do any of the matters aforesaid, either alone or in conjunction with any such other company as aforesaid.

- (U) To establish or promote or concur in establishing or promoting any company or companies for the purpose of acquiring all or any of the property, rights and liabilities of the Company or any other purpose which may seem directly or indirectly calculated to benefit the Company, and to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire all or any part of the shares, debentures or other securities of any such other company.
- (V) To sell, lease, mortgage or otherwise dispose of the property, assets or undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular the shares, stock, debentures or other securities of any other company whether or not having objects altogether or in part similar to those of the Company.
- (W) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- (X) To act as agents or brokers and as trustees for any person or company and to undertake and perform sub-contracts and to do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or jointly with others, and either by or through agents, sub-contractors, trustees or otherwise.

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

And it is hereby declared that :—

- (a) The word "company" in this clause, except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether corporate or unincorporate, and whether domiciled in the United Kingdom or elsewhere; and
 - (b) The objects specified in each of the paragraphs of this clause shall be regarded as independent objects, and accordingly shall in no wise be limited or restricted (except where otherwise expressed in such paragraph) by reference to or inference from the terms of any other paragraph or the name of the Company, but may be carried out in as full and ample a manner and construed in as wide a sense as if each of the said paragraphs defined the objects of a separate and distinct company.
4. The liability of the members is limited.

5. The share capital of the Company is £7, divided into seven shares of £1 each. The shares in the original or any increased capital may be divided into several classes, and there may be attached to any such class any preferential, deferred or other special rights, privileges, conditions or restrictions as to dividend, capital, voting or otherwise.

WE, the several persons whose names and addresses 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 DESCRIPTIONS OF SUBSCRIBERS	Number of Shares taken by each Subscriber
<i>Norman Allen</i> <i>17 Doe Brook Rd.</i> <i>Harbury</i> <i>SW 16</i>	One
<i>Secretary</i>	1
<i>Roseline Jones</i> <i>125 Wilks Crescent,</i> <i>Humbley,</i> <i>Hillside.</i>	One
<i>Secretary</i>	1

Dated the 9th day of August, 1966.

Witness to the above Signatures--

David Smith
92 Brook Street,
London W1
England



885840 / 4

The Companies Act, 1948

COMPANY LIMITED BY SHARES

Articles of Association

OF

35 HYDE PARK GATE RESIDENTS LIMITED

PRELIMINARY.

1. Subject as hereinafter provided, the regulations contained or incorporated in Part II of Table A in the First Schedule to the Companies Act, 1948 (hereinafter referred to as "Table A, Part II"), shall apply to the Company.

2. Regulations 24, 30, 31, 32, 44, 45, 53, 62, 75, 76, 77, 79, 84, 87 and 88 of Part I of Table A in the said Schedule (hereinafter referred to as "Table A, Part I") shall not apply to the Company, but the Articles hereinafter contained and the remaining regulations of Table A, Part I, and regulations 2, 4 and 5 of Table A, Part II, subject to the modifications hereinafter expressed, shall constitute the regulations of the Company.

3. The Company shall forthwith enter into and carry into effect under the seal of the Company an agreement referred to in clause 3 (A) of the Memorandum of Association, subject to such, if any, modification or alterations as the Directors may think fit, whether made before or after the execution thereof, and every member of the Company shall be deemed to assent to and approve of such agreement and any modifications made therein as aforesaid.

CAPITAL.

4. The initial capital of the Company is £7, divided into seven Ordinary Shares of £1 each, and so that for the purposes of these Articles the expression "Ordinary Shares" shall mean the shares

comprised in the initial capital of the Company or any shares hereafter created ranking *pari passu* therewith in all respects. Subject as hereinafter expressly provided such shares shall rank *pari passu* in all respects.

SHARES.

5. Subject as hereinafter provided, and without prejudice to any special rights previously conferred on any existing shares or class of shares, any share in the Company may be issued with such preferred, deferred or other special rights or such restrictions, whether in regard to dividend, return of capital, voting or otherwise as the Company may from time to time by Special Resolution determine.

6. The shares shall be at the disposal of the Directors to the extent that subject to regulation 2 of Table A, Part II, they may allot—

- (A) one share at par to each person who becomes or is about to become a tenant by grant or assignment of any dwelling in the property to be comprised in the said agreement (which property is hereinafter called "the estate");
- (B) any shares on such terms as they think fit to Bunting Estates Limited (hereinafter called "the developer"); and
- (C) any shares conferring no right to attend or vote at General Meetings except in the event of any fixed preferential dividend thereon being more than six months in arrear.

Save as aforesaid no share may be allotted or issued except with the previous sanction of the Company by Special Resolution. No share shall be issued at a discount save as provided by section 57 of the Act.

LIEN.

7. In regulation 11 of Table A, Part I, the words "(not being a fully paid share)" and the words "(other than fully paid shares)" shall be omitted.

TRANSFER AND TRANSMISSION.

8. The following provisions shall apply to the transfer and transmission of Ordinary Shares:—

- (A) Any Ordinary Share may be transferred at par by the developer to any person becoming a tenant by grant or assignment of any dwelling on the estate.

- (B) Any Ordinary Share may be transferred at par by the assignor of any tenancy of a dwelling in the estate to the assignee thereof: Provided always that not more than one Ordinary Share may be transferred upon any one assignment.
- (C) Except where a transfer is made pursuant to paragraphs (A) or (B) of this Article, no Ordinary Share nor any interest in an Ordinary Share may be transferred by any person who is for the time being a tenant of any dwelling on the estate without the previous consent of the Directors which consent they may in their absolute discretion and without assigning any reason withhold.
- (D) Subject as aforesaid any member in respect of, or person entitled by transmission to, an Ordinary Share and desiring to transfer the same or any interest therein (hereinafter called "the proposing transferor") shall give notice in writing (hereinafter called "the transfer notice") to the Company that he desires to transfer the same. Such transfer notice shall constitute the Company the agent of the proposing transferor for the sale of the share at par to any person selected by the Directors.
- (E) If the Company within fifty-six days of being served with such transfer notice shall find a person selected as aforesaid willing to purchase the share (hereinafter called "the purchasing member") and shall give notice thereof to the proposing transferor he shall be bound, upon payment of the par value, to transfer the share to the purchasing member who shall be bound to complete the purchase within fourteen days after the last-mentioned notice.
- (F) If in any case the proposing transferor, after becoming bound as aforesaid to transfer an Ordinary Share, makes default in transferring the share, the Company may receive the purchase money, and shall thereupon cause the name of the purchasing member to be entered in the register of members as the holder of the shares and shall hold the purchase money in trust for the proposing transferor. In giving effect to this Article the Directors may authorise some person to execute a transfer of such share to the purchasing member. The receipt of the Company for the purchase money shall be a good discharge to the purchasing member, and after his name has been entered in the register of members in purported exercise of the

aforesaid power, the validity of the proceedings shall not be questioned by any person. The proposing transferor shall in such case be bound to deliver up his certificate for the said share, and on such delivery shall be entitled to receive the purchase price without interest, and if such certificate shall comprise any shares which he has not become bound to transfer as aforesaid the Company shall issue to him a balance certificate for such shares.

- (G) If the Company shall not within the space of fifty-six days after being served with a transfer notice find a purchasing member and give notice in manner aforesaid, the proposing transferor shall, at any time within six calendar months afterwards, be at liberty subject to paragraph (J) of this Article to sell or transfer the shares (or those not placed) to any person and upon any terms, but so that the price shall not exceed par.
- (H) Any person becoming entitled to an Ordinary Share in consequence of the death or bankruptcy of a member upon producing evidence of title as the Directors may reasonably require and subject as hereinafter provided may—
 - (i) transfer the share to any person to whom the deceased or bankrupt member could have transferred the same pursuant to paragraphs (A) or (B) of this Article ; or
 - (ii) elect by notice in writing served on the Company to be registered himself in respect of the share if a person to whom the deceased or bankrupt member could have transferred the share pursuant to paragraphs (A) or (B) of this Article ; or
 - (iii) give a transfer notice in respect thereof and in consequence of such transfer notice—
 - (a) make any transfer of the share which he shall become bound or at liberty to make ; or
 - (b) elect to be registered himself as the holder of the share if he shall become bound or at liberty to transfer the share to himself.
- (I) A person becoming entitled to an Ordinary Share in consequence of the death or bankruptcy of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share except that he shall not, before being registered as a member in respect of the

share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company: Provided always that the Directors may at any time give notice requiring any such person to elect either to be registered himself in respect of the share or transfer the same in each case in accordance with the provisions of the last foregoing paragraph or to give a transfer notice in respect of such share, and if such notice is not complied with within ninety days after the same is served or deemed to be served, such person shall be deemed to have given a transfer notice in respect of such share on the expiration of such period and the foregoing provisions of this Article shall apply.

(J) The Directors may only decline to register a transfer of an Ordinary Share pursuant to paragraphs (A) or (B) of this Article where the Company has a lien on such share in respect of money presently payable. Save as aforesaid the Directors may in their absolute discretion and without assigning any reason therefor decline to register any transfer of any Ordinary Share whether or not it is a fully paid share.

(K) If any person who is not the tenant of a dwelling on the estate shall be the registered holder of an Ordinary Share the Directors may at any time serve notice upon him requiring him either to transfer the share at par to the person, if any, named in such notice for such purpose or to give a transfer notice in respect of such share. If such notice is not complied with within ninety days after the same is served or deemed to be served, such person shall be deemed to have given a transfer notice in respect of such share on the expiration of such period and the foregoing provisions of this Article shall apply.

9. Subject to the provisions of the last preceding clause, the Directors may decline to register the transfer of a share (not being a fully paid share) to a person of whom they shall not approve, and they may also decline to register the transfer of a share on which the Company has a lien.

ALTERATION OF CAPITAL.

10. The Company may from time to time by Special Resolution increase the share capital by such sum, to be divided into shares of such amount, as the resolution shall prescribe.

11. The Company may by Special Resolution—

- (A) Consolidate and divide all or any of its share capital into shares of larger amount than its existing shares.
- (B) Sub-divide its existing shares, or any of them, into shares of smaller amount than is fixed by the Memorandum of Association subject, nevertheless, to the provisions of section 61 (1) (d) of the Act.
- (C) Cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.

VOTES OF MEMBERS.

12. Subject to any rights or restrictions for the time being attached to any class or classes of shares, on a show of hands every member present in person shall have one vote, and on a poll every member shall have one vote for each share of which he is the holder: Provided always that so long as the developer shall be the registered holder of any share in the capital of the Company or until one month after the last dwelling on the estate shall have been first let to a tenant whichever shall be the shorter period, on a poll every share of which the developer is the holder shall confer such number of votes (including fractions of a vote) that the aggregate number of votes cast in respect of shares of which the developer is the holder shall exceed by one the aggregate number of votes cast in respect of all other shares in the capital of the Company.

DIRECTORS.

13. (A) Unless and until the Company shall by Ordinary Resolution otherwise determine the number of Directors (exclusive of those for the time being holding office pursuant to paragraph (c) of this Article) shall not be more than five.

(B) The first Directors of the Company shall be—Peter Beckerdyke Harrison and Edwin Dudley Parvin.

(C) So long as the developer shall be the registered holder of any share in the capital of the Company or until one month after the last dwelling on the estate shall have been first let to a tenant, whichever shall be the shorter period, the developer may at any time and from time to time, by notice under the hand of any director of the developer left at the registered office, appoint any person to be a Director of the Company, but so that not more than three persons shall hold office by virtue of such appointment at one and the same time, and may by a like notice remove any Director so appointed

and may appoint any other person in the place of any such Director so removed or dying or otherwise vacating office. A Director holding office pursuant to this paragraph of this Article shall not be subject to retirement by rotation or be taken into account in determining the rotation of retirement of Directors.

14. A Director shall not be bound to hold a share qualification.

15. The remuneration of the Directors shall from time to time be determined by the Company in General Meeting. Such remuneration shall be deemed to accrue from day to day. The Directors may also be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or General Meetings of the Company or in connection with the business of the Company.

16. Any Director who, by request, performs special services or goes or resides abroad for any purpose of the Company, may be paid such extra remuneration by way of salary, percentage of profits or otherwise as the Board may determine.

BORROWING POWERS.

17. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party. Provided always that the amount for the time being remaining undischarged of moneys raised, borrowed or secured by the Directors or by the Company shall not without the sanction of a Special Resolution of the Company exceed £1,000, but no lender shall be bound to see that this limit is observed.

POWERS AND DUTIES OF DIRECTORS.

18. A Director who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company shall declare the nature of his interest in manner required by section 199 of the Act. A Director may vote in respect of any such contract or proposed contract and if he do so vote his vote shall be counted and he shall be capable of being counted towards the quorum at any meeting of the Directors at which any such contract or proposed contract shall come before the Board for consideration.

19. A Director may hold any other office or place of profit under the Company (other than the office of Auditor) in conjunction

with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine and no Director or intending Director shall be disqualified by his office from contracting with the Company either with regard to his tenure of any such other office or place of profit or as vendor, purchaser or otherwise, nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested, be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relation thereby established.

20. Any Director may act by himself or his firm in a professional capacity for the Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director, provided that nothing herein contained shall authorise a Director or his firm to act as Auditor to the Company.

21. The Directors may establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension or superannuation funds for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company, or of any company which is a subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary company, or who are or were at any time Directors or officers of the Company or of any such other company as aforesaid and holding any salaried employment or office in the Company or such other company, and the wives, widows, families and dependents of any such persons, and also establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company as aforesaid, or of any person as aforesaid and make payments for or towards the insurance of any such person as aforesaid and do any of the matters aforesaid, either alone or in conjunction with any such other company as aforesaid. Subject always, if the Statutes shall so require—

- (A) to particulars with respect to the proposed payment being disclosed to the members of the Company ; and
- (B) to the proposed payment being approved by the Company, any Director holding any such employment or office shall be entitled to participate in and retain for his own benefit any such donation, gratuity, pension, allowance or emolument.

DISQUALIFICATION OF DIRECTORS.

22. The office of Director shall be vacated if the Director--

- (A) Resigns his office by writing under his hand left at the office.
- (B) Be found or becomes of unsound mind or becomes bankrupt or compound with his creditors.
- (C) Becomes for the time being prohibited from being a Director by reason of any order made under section 182 of the Act.
- (D) Ceases to be a Director by virtue of section 182 of the Act.
- (E) Is absent from meetings of the Directors for six months without leave and the Directors resolve that his office be vacated.

ALTERNATE DIRECTORS.

23. Each Director shall have the power to appoint either another Director or any person approved for that purpose by a resolution of the Board to act as alternate Director in his place during his absence and may at his discretion remove such alternate Director. A person so appointed shall (except as regards qualification, power to appoint an alternate and remuneration) be subject in all respects to the terms and conditions existing with reference to the other Directors of the Company and each alternate Director, while so acting, shall exercise and discharge all the functions, powers and duties as a Director of his appointor in such appointor's absence. Any Director acting as alternate shall have an additional vote for each Director for whom he acts as alternate. An alternate Director shall *ipso facto* cease to be an alternate Director if his appointor ceases for any reason to be a Director, provided that if any Director retires by rotation or otherwise but is re-elected at the same meeting, any appointment made by him pursuant to this Article which was in force immediately before his retirement shall remain in force as though he had not retired.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

William Allen
 17 Broomfield Road
 Norbury
 S.W. 16
 Secretary.

Rosalind Johnson,
 125 Dill Crescent,
 Hounslow,
 Middlesex
 Secretary.

Dated the 9th day of August, 1966.

Witness to the above Signatures—

David White
 John White
 John White
 John White

DUPLICATE FOR THE FILE

No. 885840



Certificate of Incorporation

I Hereby Certify that

35 HYDE PARK GATE RESIDENTS LIMITED

is this day incorporated under the Companies Act, 1948, and that the Company is Limited.

Given under my hand at London this **SEVENTEENTH DAY OF AUGUST**
ONE THOUSAND NINE HUNDRED AND SIXTY SIX.

L.S. Whistfield

Assistant Registrar of Companies.

Certificate
received by

M. Kelleher for Brecher & Co.

Date 17th August 1966



Companies Registration Office

Companies House 55-71 City Road London EC1Y 1BB

Telephone 01-253 9393 ext 258

35 HYDE PARK GATE RESIDENTS LIMITED	<i>Please reply to The Registrar</i>
HAMBROOK HOUSE,	Your reference
PORDEN ROAD,	Gaz List 3476
BRIXTON HILL,	DEF 6 885840
LONDON SW2	Date

The Companies Act 1948

35 HYDE PARK GATE RESIDENTS LIMITED

In pursuance of section 353(3) of the Companies Act 1948 the Registrar of Companies hereby gives NOTICE that at the expiration of three months from the date of this Notice the name of your company will, unless cause is shown to the contrary, be struck off the register and the company will be dissolved.

DATED THIS **5** DAY **APRIL** 1974

for Registrar

DEF 6

V1723



Department of Trade
Companies Registration Office
Companies House Crown Way Maundy Cardiff CF4 3UZ
Telephone Cardiff (0222) 388580 ext 213

35 HYDE PARK GATE RESIDENTS LIMITED HAMPROOK HOUSE, PORDEN RD, BRIXTO HILL, LONDON SW2	Please reply to The Registrar	
	Your reference	
	Gaz List	7089
	DEF 6	8A5840
	Date	15 MAR 1977

The Companies Act 1948

35 HYDE PARK GATE RESIDENTS LIMITED

In pursuance of section 353(3) of the Companies Act 1948 the Registrar of Companies hereby gives NOTICE that at the expiration of three months from the date of this Notice the name of your company will, unless cause is shown to the contrary, be struck off the register and the company will be dissolved.

Dated this 15 day of MAR 1977

IC G Roberts

(C G Roberts)
for Registrar

DEF 6

V1723

14. 4. 77

35 HYDE PARK GATE RESIDENTS 885840
LIMITED

DISSOLUTION ACTION IS IN ABEYANCE

IMPORTANT

This notice is not an indication that the company will not be dissolved. It intimates that an objection to striking off has been received by the Registrar.

If the company is dissolved the Registrar will publish notice thereof in the London Gazette. At the same time a blue form C25A will be placed on this file stating that the company has been dissolved.

R. Gray

This margin to be reserved for binding

885840 27
COCKE, VELLACOTT & HILL
CHARTERED ACCOUNTANTS

A V PAGE
J A RUSSELL
R T WHEELER
G J WHEELER
C W BRAILEY

CONSULTANT
C TILLING, FCA

YOUR REFERENCE

OUR REFERENCE JR/HH

TELEPHONE 01-829 2938

144-146 NEW BOND STREET
LONDON

W1Y 9FD

19th January 1979

The Secretary,
35 Hyde Park Gate Residents Limited,
35 Hyde Park Gate,
Kensington,
London,
S.W.7.

Dear Sir,

Please accept this letter as formal notice of our resignation as auditors to 35 Hyde Park Gate Residents Limited.

We confirm that there are no circumstances connected with our resignation which we consider should be brought to the notice of the members or creditors of the company.

A copy of this notice should be sent to the Registrar of Companies within fourteen days, in accordance with Section 16(3) of the Companies Act 1976.

Yours faithfully,

[Handwritten signature]



DISTINCT ORIGINAL

STRIKING OFF ACTION DISCONTINUED

885840

35 Hyde Park Gate Residents
Limited

Cause has been shown why the above company should not be struck off the register and accordingly the Registrar is taking no further action under Section 353 of the Companies Act 1948 pursuant to the Notice dated 15 Mar 77

Dated 2 July 79

M. Hartman

for the Registrar