

THE COMPANIES ACTS 1948 TO 1976

Declaration of compliance with
the requirements of the
Companies Acts 1948 to 1976 on
application for registration
of a companyPursuant to section 15 (2) of the Companies Act 1948 as
amended by the Companies Act 1976

For official use

1484034

Please do not
write in this
binding marginPlease complete
legibly,
preferably in
black type or
bold black
lettering.
*Delete if
inappropriate.

Name of Company

BALMORAL PLACE (WEMBLEY PARK) MANAGEMENT Limited*

JOHN THRIDGOULD HALL

I, _____
44, Bedford Row.
of _____
London.W.C.1.*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 in the
statement
delivered under
section 21 of the
Companies Act
1976 as a director
or secretary of the
company.do solemnly and sincerely declare that I am a Solicitor of
the Supreme Court engaged in the formation

of BALMORAL PLACE (WEMBLEY PARK) MANAGEMENT LIMITED

Limited*

and that all the requirements of the Companies Acts 1948 to 1976 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 1835Declared at _____
44 Bedford Row, London.W.C.1.the 2nd day of February

One thousand nine hundred and eighty.

before me

A Commissioner for Oaths F. H. LOEFFLER

for Notary
Public or Justice
of the Peace or
Solicitor having
the powers
conferred on a
Commissioner
for Oaths.Presenter's name, address
and reference (if any):

H. B. WEDLAKE, SAINT & Co

44 Bedford Row

W. KYBERT & SON LTD.

50, LINCOLN'S INN FIELDS

LONDON. WC2A 3PF

TEL 01-405 1107

JTH/JW/BS

For official use
General section

Post room

061754/7

THE COMPANIES ACTS 1948 to 1976

1484034 3

COMPANY LIMITED BY SHARES

Memorandum of Association

- OF -

BALMORAL PLACE (WEMBLEY PARK)
MANAGEMENT LIMITED

1. The name of the Company is "BALMORAL PLACE (WEMBLEY PARK) MANAGEMENT LIMITED".

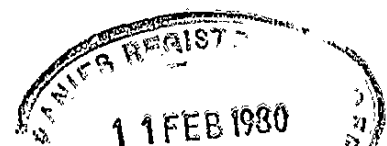
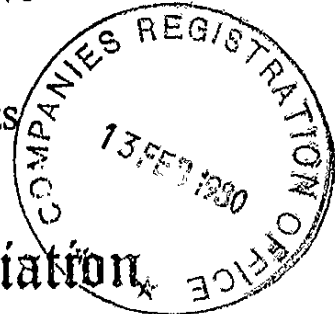
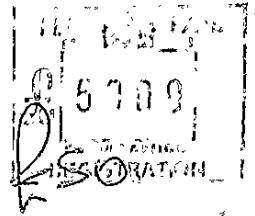
2. The Registered Office of the Company will be situate in England.

3. The objects for which the Company is established are :-

(A) To manage, administer, maintain, repair, improve, alter, renovate, renew or re-construct the whole or any part of the land and the buildings from time to time erected thereon currently known as Balmoral Place 38 to 72 (even numbers) Crown Walk, Wembley Park, Middlesex, to provide or procure the provision of advantages, services, facilities and amenities of all types and descriptions for the lessees and residents in connection with their occupation of property thereat including heating, lighting, cleaning, gas, water, electricity, attendants, portage, messengers, gardeners, conveniences, lifts and garages; and to maintain or procure the maintenance thereof by the employment or hire of appropriate professional, technical or other advisers, experts and workmen.

(B) To collect rents, income and other levies; to purchase, hire or otherwise acquire plant, machinery, furniture, fixtures, fittings,

Dand D Law



implements, tools and all other necessary or convenient items and effects required in connection with any of the objects of the Company; to carry on all or any of the businesses of builders, contractors, decorators, plumbers, electricians, gas and other fitters, engineers, woodworkers, metalworkers and gardeners; to act as financiers and insurance agents and brokers; and generally to undertake and to perform agencies and commissions and functions of all types and descriptions in connection with any of the activities described above.

- (C) To carry on any other business which may seem to the Company capable of being conveniently carried on in conjunction with the above or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property.
- (D) To acquire by purchase, lease, exchange or otherwise, and to hold land, buildings and hereditaments of any tenure and description and any estate or interest therein and any rights over or connected with land, and to use or turn the same to account as may seem expedient and to prepare building sites and to construct, reconstruct, alter, improve, decorate, furnish and maintain offices, flats, houses, factories, warehouses, shops, wharves, buildings, works and conveniences of all kinds and to consolidate or connect or sub-divide properties and to lease or otherwise dispose of the same.
- (E) To advance and lend money to builders, tenants and others who may be willing to build on or improve any land or buildings in which the Company is interested.
- (F) To promote any other company for the purpose of acquiring all or any of the property and undertaking any of the liabilities of this Company, or of undertaking any business or operations which may appear likely to assist or benefit this Company, or to enhance the value of any property or business of this Company, or for any other purpose whatsoever 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.

- (G) To acquire and 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 this 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 any arrangements for sharing profits, or for co-operation or for limiting competition, or for mutual assistance with any such person, firm or company, and to give or accept by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock, or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with, any shares, debentures, debenture stock or securities so received.
- (H) To improve, manage, cultivate, 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.
- (I) 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.
- (J) To lend and advance money or give credit to such persons, firms or companies, and on such terms as may seem expedient, 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.
- (K) To borrow raise money or secure obligations (whether of the Company or any other person) 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 the whole or any part of the Company's property or assets

(whether present or future) including its uncalled capital, and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake.

- (L) 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.
- (M) To subscribe for, take, purchase or otherwise acquire and hold shares or other interests in or securities of any other company having objects altogether or in part similar to those of this Company, or carrying on any business capable of being conducted, so as directly or indirectly to benefit this Company.
- (N) To act as agents, brokers or 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.
- (O) To remunerate any person, firm or company rendering services to this Company, either by cash payment or by the allotment to him or them of shares or securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.
- (P) To enter into any arrangements with any Governments or authorities (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, authority, corporation, company or person, any charters, contracts, decrees, rights, privileges and concessions which the Company may think desirable, and to carry out, exercise, and comply with any such charters, contracts, decrees, rights, privileges and concessions.
- (Q) To pay all or any expenses incurred in connection with the formation, promotion and

incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling or guaranteeing the subscription of any shares, debentures, debenture stock or securities of this Company.

- (R) To support and subscribe to any charitable or public object, and any institution, society or club, which may be for the benefit of the Company or its employees, or may be connected with any town or place where the Company carries on business; to give pensions, gratuities or charitable aid to any persons who are or may have been Directors of or may have served the Company or to the wives, children or other relatives or dependents of such persons; to make payments towards insurance and to form and contribute to provident and benefit funds for the benefit of any such persons or of their wives, children or other relatives or dependents.
- (S) To apply for, register, purchase, or otherwise acquire, and to protect, prolong and renew any patents, brevets d'invention, licences, concessions, and the like, conferring any exclusive, or non-exclusive or limited right to 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.
- (T) To sell or otherwise dispose of the whole or any part of the undertaking of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.
- (U) To distribute among the members of the Company in kind any property of the Company, and in particular any shares, debentures, or securities of other companies belonging to this Company, or of which this Company may have the power of disposing.

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

It is hereby expressly declared that the word "Company" in this Clause, when not applied to this Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated and whether domiciled in the United Kingdom or elsewhere, and whether existing or hereafter to be formed, and that each Sub-Clause of this Clause shall be construed independently of the other Sub-Clauses hereof, and that none of the objects mentioned in any Sub-Clause shall be deemed to be merely subsidiary to the objects mentioned in any other Sub-Clause.

4. The income and property both present and future and whatsoever and wheresoever of the Company shall be applied solely towards the promotion of the objects of the Company set out in the preceding clauses of this Memorandum and no part thereof shall be paid or transferred either directly or indirectly by way of dividend bonus distribution or otherwise by way of profit to the members of the Company; but nothing in this clause shall prevent :-

- (a) the payment in good faith of reasonable remuneration to any director secretary or other officer or servant of the Company or to any member in return for services rendered to the Company at the request of the directors; or
- (b) in the event of a winding-up of the Company the distribution to the members at the time thereof of any surplus assets available for such distribution.

5. The liability of the members is limited. ✓

6. The share capital of the Company is £380 ✓
divided into 360 "A" Shares of £1 each and 400 "B"
Shares of 5p each. ✓

WE, the several persons whose names and 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 DESCRIPTIONS OF SUBSCRIBERS.	Number of Shares taken by each Subscriber (in words)
<p>David Michael Osland DAVID MICHAEL OSLAND. 115 Manor Road New Milton Hants. BH25 5EP. Company Director</p> <p>Harold William Alder. HAROLD WILLIAM ALDER. 16, Rutherford Close Brockenhurst Hants. SO4 7SU COMPANY DIRECTOR</p>	<p>One "B." SHARE.</p> <p>one "B" SHARE</p>

D A T E D this 8th day of February 1980.

WITNESS to the above signatures:-

B.D. Rudge (BETTY DOREEN RUDGE)
1, Trinity Lane,
Evertor, Lyminster,
Hants,
(SECRETARY)

THE COMPANIES ACTS 1948 to 1976

COMPANY LIMITED BY SHARES

Articles of Association

- OF -

BALMORAL PLACE (WEMBLEY PARK)
MANAGEMENT LIMITED

1484034/4

TABLE A.

1. (a) In these Articles the expression "Table A" shall mean Table A in the First Schedule to the Companies Act 1948 as modified by the provisions of section 14(8)(c) of, and part III of the Eighth Schedule to the Companies Act 1967. ✓

(b) Subject as hereinafter appears the Regulations contained in Part I of Table A shall apply to this Company. The clauses in Part I of Table A numbered 24, 40 to 43 (both numbers inclusive), 53, 60, 75 and 77 shall not apply, but in place of such clauses and in addition to the remaining clauses in such Part I the following shall be the Articles of Association of the Company.

(c) The Company is a private Company and accordingly clauses 2, 4 and 5 in Part II of Table A shall apply to the Company. ✓

DEFINITIONS.

2. In these Articles the following expressions shall have the following meanings:

(a) "The Estate" - the development of eighteen flats together with garages and/or car parking spaces and any ancillary buildings, structures, common parts and curtilage at Balmoral Place 38 to 72 (even numbers) Crown Walk, Wembley Park, Middlesex.

(b) "Lessee" - the person or persons for the time being registered or entitled to be registered at H.M. Land Registry as proprietor or joint proprietors of a

lease granted of one of the flats or any ancillary building or structure at the Estate.

(c) "Lessor" - Swakehall Limited or its successor or successors in title for the time being registered or entitled to be registered at H.M. Land Registry as proprietor of the freehold of the Estate and in whom a leasehold interest in reversion expectant upon the determination of the leases of the flats and ancillary buildings and structures at the Estate shall be vested.

SHARE CAPITAL.

3.(a) The Lessee of each flat at the Estate shall be entitled upon payment therefor to and shall be obliged to take twenty "A" Shares in the capital of the Company.

(b) Subject to Regulation 4(b) hereof the Lessor shall be entitled upon payment therefor to take such "B" Shares in the capital of the Company as are available for issue and have been applied for by the Lessor.

(c) Each "A" Share shall confer the right to receive notice of and to attend and vote at all general meetings of the Company.

(d) Each "B" Share shall confer the right to receive notice of and to attend and vote at and to address all general meetings of the Company until such time as 300 "A" Shares have been issued whereupon each "B" Share shall continue to confer the right to receive notice of and to attend at and to address all general meetings but shall only confer the right to vote at general meetings in respect of any Resolution proposed for the carrying into effect of all or any of the following matters :-

- (i) the alteration of the share capital of the Company;
- (ii) the variation or modification of the right or rights conferred by any shares;
- (iii) the alteration of the Memorandum or Articles of Association of the Company;
- (iv) the winding-up of the Company;
- (v) the removal from office of any Director or Directors of the Company;

lease granted of one of the flats or any ancillary building or structure at the Estate.

(c) "Lessor" - Swakehall Limited or its successor or successors in title for the time being registered or entitled to be registered at H.M. Land Registry as proprietor of the freehold of the Estate and in whom a leasehold interest in reversion expectant upon the determination of the leases of the flats and ancillary buildings and structures at the Estate shall be vested.

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- (i) the alteration of the share capital of the Company;
- (ii) the variation or modification of the right or rights conferred by any shares;
- (iii) the alteration of the Memorandum or Articles of Association of the Company;
- (iv) the winding-up of the Company;
- (v) the removal from office of any Director or Directors of the Company;

(vi) the alteration of any provision in the lease granted by the Lessor to the Company or in any lease granted by the Lessor to a Lessee; or

(vii) any action which (in the opinion of the Lessor) is or would be likely to depreciate the value of the freehold ground rents of the flats at the Estate or the freehold reversion of the Lessor expectant on the expiration of the leases granted by it.

4. (a) An "A" Share may only be allotted or transferred to or otherwise held by a Lessee in the manner set out in Regulation 7 hereof.

(b) A "B" Share may only be allotted or transferred to or otherwise held by the Lessor or any associated or subsidiary company of Swakehall Limited or by the subscribers to the Memorandum of Association of the Company or as they may in writing nominate.

5. If a lease of a flat shall become vested in two or more persons as Lessee the shares to which they become entitled shall be held by such persons jointly and Regulation 63 of Part I of Table A shall accordingly apply.

LIEN

6. The lien conferred by clause 11 in Part I of Table A shall attach to fully paid shares and to all shares registered in the name of any person indebted or under liability to the Company whether he is the sole registered holder or one of two or more joint holders.

TRANSFER AND TRANSMISSION OF SHARES

7. No "A" Shares in the capital of the Company shall be transferred otherwise than in accordance with the following provisions:

(a) other than as may be exceptionally required by Regulation 8 hereof the "A" shares may only and shall be transferred simultaneously with an assignment of the lease of a flat at the Estate in respect of which the "A" Shares are held by a Lessee.

(b) such transfer shall not be made at a price in excess of the nominal value of the "A" Shares.

(c) the said transfer of the "A" Shares shall only be made to a person or persons who is or are simultaneously taking or who has or have taken an assignment of a flat at the Estate and not so as to procure that any Lessee shall hold more than twenty "A" shares in respect of each flat of which he is the owner in accordance with Regulation 3(a) hereof.

(d) the Directors may require the production of such evidence as they think fit in their absolute and uncontrolled discretion for the purpose of satisfying themselves that the foregoing provisions of these Articles concerning transfer of shares have been complied with but shall not otherwise be entitled to decline or refuse to register a transfer of any "A" Shares.

(e) if a holder or joint holders of any "A" Share or shares refuses or neglects to execute a transfer in accordance with the foregoing provisions the Chairman for the time being of the Directors or failing him one of the Directors duly nominated by Resolution of the Board for that purpose is hereby authorised as his or their attorney pursuant to the Powers of Attorney Act 1971 (as modified or re-enacted from time to time) with full power and authority in his or their name and on his or their behalf to execute complete and deliver the transfer to the person or persons to whom the said share or shares should have been transferred; and the Company may receive and give a good discharge of the purchase price of the said share or shares and enter the name of the transferee or transferees in the Register of Members as holder thereof.

8. (a) If any person or persons shall become entitled to any "A" Share in the capital of the company by reason of the death or bankruptcy of a member and does not at the same time become entitled to a lease of a flat at the Estate such person shall within two months of becoming entitled to the said share transfer the same to the person or persons who has or have become entitled to the lease of the said flat.

(b) If a person refuses or neglects to transfer a share as aforesaid he shall be deemed to be a holder in default and the provisions of Regulation 7(e) hereof shall apply mutatis mutandis.

(c) Regulations 29 to 32 (both numbers inclusive) of Part I of Table A shall be modified accordingly.

9. At the expiration of the lease of a flat held by a Lessee at the Estate all the "A" shares in the capital of the Company to which he is entitled shall be transferred to the Lessor and the provisions of Regulation 7(e) shall apply mutatis mutandis in the case of any default.

GENERAL MEETINGS.

10. In every notice calling a General Meeting of the Company or of any class of members there shall appear with reasonable prominence a statement that a member entitled to attend and vote is entitled to appoint a proxy and that a proxy need not also be a member.

11. In Regulation 54 of Part I of Table A there shall be substituted for the words "members present shall be a quorum" the words "meeting shall be dissolved".

12.(a) If the holder of any "B" Shares shall in writing require the Directors to convene an Extraordinary General Meeting of the Company the Directors shall be forthwith bound to do so and the provisions of sub sections 2 to 6 inclusive of section 132 of the Act shall apply to such requisition and convening of the meeting. Regulation 49 of Part I of Table A shall be modified accordingly.

(b) Any General Meeting convened by the Directors as provided by section 132 of the Act shall be so convened for a date not later than 30 days after the written requisition is served on the Directors by the member.

POLL.

13. One member present in person or by proxy may demand a poll and Regulation 58 in Part I of Table A shall be read accordingly.

DIRECTORATE AND POWERS.

14. Unless and until otherwise determined by the Company in General Meeting the numbers of the Directors shall not be less than two nor more than five and Regulation 75 of Part I of Table A shall be modified accordingly.

15. The first Directors of the Company shall be DAVID MICHAEL OSLAND and HAROLD WILLIAM ALDER. Any Director appointed after the initial appointment of

the first Directors must before or at the time of his appointment either be a Lessee and hold or be entitled to twenty "A" Shares in the capital of the Company in accordance with Regulation 3(a) hereof or be the holder of or entitled to a "B" Share in the capital of the Company or the nominee of such holder of or person entitled to a "B" Share as aforesaid.

16. A Director may vote as a Director in regard to any contract, arrangement or dealing and upon any matter arising therefrom although he may be interested therein and upon any matter arising thereout; and if he shall so vote his vote shall be counted and he shall be reckoned for the purpose of calculating a quorum of Directors when any such contract, arrangement, dealing or matter is under consideration. Clause 84 in Part I of Table A shall be modified accordingly.

17. A holder of any "B" Share shall be entitled to attend at and to address any meeting of the Directors or of any committee set up by the Directors but he shall not vote at any such meeting unless by virtue of his right as a Director. Notice of every meeting of the directors and of any committee set up as aforesaid shall be sent to each holder of a "B" Share.

18. (a) The subscribers to the Memorandum shall at their absolute discretion decide when the General Meeting of the Company at which the holders of the "A" Shares shall assume responsibility for the running of the Company (hereinafter called "the First General Meeting") shall be held but it shall not be held later than fourteen days after the date on which the last of the leases of the flats at the Estate shall have been granted by the Lessor.

(b) At the first General Meeting of the Company not more than three of the members of the Company for the time being shall subject to Regulation 23 hereof be elected its Directors provided that the subscribers to the Memorandum of Association or the persons appointed by them shall remain Directors of the Company until all the formalities regarding the disposal of all the flats at the Estate shall (in the opinion of the Lessor) have been completed and whether or not the first General Meeting of the Company shall have been held.

(c) If at the first General Meeting there shall be less than three members elected as Directors as aforesaid the subscribers shall in their absolute discretion have the right to nominate any member or members (whether by way of ballot or otherwise) to become such Director or Directors and the nominated member

or members shall thereupon take office. If after such nomination by the subscribers as aforesaid there shall continue to be less than three members elected as Directors then in that event the holders of the "B" Shares shall have the right to nominate any member or members to become such Director or Directors and the foregoing provisions as to nomination shall apply mutatis mutandis. The subscribers or the holders of the "B" shares as the case may be shall likewise have the right to nominate the Secretary of the Company.

19. (a) The Directors may at any time and from time to time make demands upon the holders of the "A" Shares in the capital of the Company (hereinafter called "A Shareholders") to reimburse the Company for funds expended or incurred by it in and about the management of the Estate and each "A" Shareholder shall pay to the Company such proportion of the amount of the aggregate demand as the number of shares held by him bear to the total number of issued "A" Shares in the capital of the Company from time to time or such other proportion as may be fair and proper in the circumstances within seven days of the date of the demand or such longer period as may be therein specified.

(b) The Directors may at any time and from time to time make budgets or estimates of outlay to be incurred by the Company and may call upon the "A" Shareholders to pay either in one sum or by instalments of amount and frequency to be determined by the Directors sums in advance of actual outlay or disbursement by the Company but so that no "A" shareholder shall be called upon to pay at any one time more than his proper proportion as aforesaid of the aggregate demand then made.

(c) If default is made in payment of any sum or sums due from any "A" shareholder as aforesaid the Directors may call upon the remaining shareholders to pay if more than one in the appropriate proportion having regard to sub clause (a) of this Regulation the amount due from the defaulting "A" shareholder; but nothing herein provided shall be deemed to affect the rights of the Company under the provisions of these Articles or of a lease of any flat at the Estate.

(d) A demand upon an "A" shareholder may be left at or sent to the flat of which he is the Lessee and where sent by post shall be deemed to be given on the day following that on which it is posted.

20. (a) Subject to paragraph (b) of this Regulation the Directors shall endeavour to carry on the business and activities of the Company so as to secure that taking one Financial period with another the Company makes neither a profit or a loss.

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

(c) The Directors shall ensure that other than where required by law no dividend or other distribution is paid or made on or in respect of any share in the capital of the Company.

21. Each Director shall have power to nominate in writing either any other Director or any person approved for that purpose by the other Directors to act as alternate Director during his absence and at his discretion to remove such alternate Director and on such appointment being made the alternative Director shall except as regards remuneration and the power to appoint an alternative be subject in all respects to the terms and conditions existing with reference to the other Directors of the Company and each alternate Director whilst so acting shall exercise and discharge all the functions powers and duties of the Director whom he represents. An alternate Director shall ipso facto cease to be an alternate Director if his appointor ceases for any reason to be a Director. Any Director acting as alternate shall have an additional vote for each Director for whom he acts as alternate.

22. The Chairman of a Meeting of the Directors or of a Meeting of a Committee set up by the Directors shall have no second or casting vote; and Regulations 98 and 104 of Part I of Table shall be modified accordingly.

23. The office of Director shall be vacated by the holder thereof in any of the following circumstances:

(a) the occurrence of any of the matters listed in Regulation 88 of Part I of Table A; or

(b) in the case of the First Directors at the holding of the First General Meeting of the Company in accordance with Regulation 18 hereof subject to the proviso contained in sub clause (b) of that Regulation; or

(c) in the case of any Director who holds or is entitled to "A" Shares in the capital of the Company pursuant to Regulation 3(a) hereof if he ceases to be a lessee and entitled thereby to such shares.

BORROWING POWERS.

24. Regulation 79 in Part I of Table A shall have effect as if the proviso thereto had been omitted.

MINUTES

25. A Memorandum in writing signed by all the Directors for the time being entitled to receive notice of a meeting of Directors shall if annexed or attached to the Directors Minute Book be as valid and effectual as if it had been a Resolution passed at a meeting of the Directors duly called and constituted. Any such Memorandum may consist of several documents in like form each signed by one or more of such Directors.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.

David Michael Osland
DAVID MICHAEL OSLAND.
115 Manor Road

New Milton

Hants. BH25. 5EQ.

Company Director. ✓

Harold William Alder
HAROLD WILLIAM ALDER.
16 Rumpfield Close

Brookmans

Hants SO4 7SX

COMPANY DIRECTOR. ✓

DATED the 8th day of February 1980.

WITNESS to the above Signatures:-

B. Dudge (BETTY DOREEN RUDGE)
1, Fry's Lane, Exeter,
Exminster, Hants,
(SECRETARY).

All amendments to the Memorandum & Articles of Association
have been made with the full knowledge and consent of the
Subscribers.

H.B. Wedlake Saint & Co.

H.B. WEDLAKE, SAINT & CO.;

Solicitors engaged. ✓

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

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

Please do not
write in this
binding margin

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

*delete if
inappropriate

Company number

1084034/5

Name of Company

BALMORAL PLACE (WEMBLEY PARK) MANAGEMENT

Limited*

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

ELM PARK COURT

PINNER. Middlesex. HA5. 3NN.

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

W. KYBERT & SON LIMITED.

50 LINCOLN'S INN FIELDS

LONDON WC2A 3PF.

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

Presenter's
reference (if any): DJD/D

W. KYBERT & SON LIMITED.
50 LINCOLN'S INN FIELDS
LONDON
WC2A 3PF.

For official use

General section

Particulars

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

Name (note 2)	HAROLD WILLIAM ALDER	Business occupation	Director
	N/A		
Former name(s) (note 3)		Nationality	British
Address (note 4)	Forest View, 16 Rhinefield Close, BROCKENHURST.Hants.	Date of birth (where applicable) (note 6)	N/A
Particulars of other directorships (note 5)			
J.D. BRITTON & SON LIMITED			
J.D. BRITTON & SON (FAWLEY) LIMITED			
HERCO DAVID LIMITED, HERCO BRITTON LIMITED			
HERCOSLIP LIMITED, GALLOBINE LIMITED			
J.D. BRITTON LIMITED, SWAKEHOLDINGS LIMITED			
I hereby consent to act as director of the company named on page 1			
Signature <i>H.W. Alder</i>		Date 8 th February 1980	

Important
The particulars to be given are those referred to in section 21(2)(a) of the Companies Act 1978 and section 200(2) of the Companies Act 1985. Please read the notes on page 4 before completing this part of the form

Name (note 2)	DAVID MICHAEL OSLAND	Business occupation	Director
	N/A		
Former name(s) (note 3)		Nationality	British
Address (note 4)	15 Manor Road, NEW MILTON. Hants.	Date of birth (where applicable) (note 6)	N/A
Particulars of other directorships (note 5)			
J.D. BRITTON & SON LIMITED			
J.D. BRITTON & SON (FAWLEY) LIMITED			
HERCO DAVID LIMITED			
HERCOSLIP LIMITED			
SWAKEHALL LIMITED			
I hereby consent to act as director of the company named on page 1			
Signature <i>D.M. Osland</i>		Date 8 th February 1980	

Name (note 2)		Business occupation	
Former name(s) (note 3)		Nationality	
Address (note 4)		Date of birth (where applicable) (note 6)	
Particulars of other directorships (note 5)			
I hereby consent to act as director of the company named on page 1			
Signature		Date	

Please do not
write in this
binding margin

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

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

Name (notes 2 & 7)	BETTY DOREEN RUDGE
Former name(s) (note 3)	N/A
Address (notes 4 & 7)	1 Frys Lane, Everton, LYMINGTON. Hants.
I hereby consent to act as secretary of the company named on page 1	
Signature	<i>Betty D Rudge</i> Date <i>8th February 1980</i>

Name (notes 2 & 7)	
Former name(s) (note 3)	
Address (notes 4 & 7)	
I hereby consent to act as secretary of the company named on page 1	
Signature	Date

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

delete as
appropriate

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

W. KYBERT & SON, LIMITED
Signature *[Signature]* [Subscriber] [Agent] Date *8th February 1980*

W. KYBERT & SON, LIMITED
Signature *[Signature]* [Subscriber] [Agent] Date *8/2/80*
DIRECTOR



COPY

CERTIFICATE OF INCORPORATION

No. 1484034

I hereby certify that

BALMORAL PLACE (WEMBLEY PARK) MANAGEMENT LIMITED

is this day incorporated under the Companies Acts 1948 to 1976 and that the Company is Limited.

Given under my hand at Cardiff the 10TH MARCH 1980

10/3/80

Assistant Registrar of Companies