

The Companies Acts 1948 to 1981

COMPANY LIMITED BY SHARES

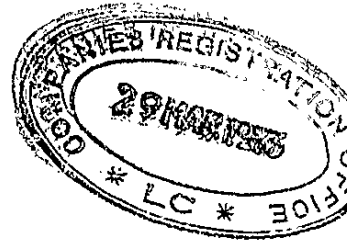
MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

14 CASTELNAU MANAGEMENT LIMITED



Incorporated 26th November 1982

SLAUGHTER AND MAY
35, BASINGHALL STREET,
LONDON EC2V 5DB Jmc/ruc

The Companies Acts 1948 to 1981

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

14 CASTELNAU MANAGEMENT LIMITED
(as amended by Special Resolution
passed on 28th March, 1983)

1. The name of the Company is "14 CASTELNAU MANAGEMENT LIMITED".

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

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

- (1) (a) To acquire and to hold the freehold property known as 14 Castelnau, Barnes, London SW13 ("the Estate") and to manage, maintain and administer the Estate including all land and buildings thereon and to provide all necessary services in relation thereto.
- (b) To appoint any other person, firm or company to provide estate management and administrative services in relation to the Estate and to employ all appropriate staff and agents and to remunerate the same.
- (c) To grant leases, sub-leases, licences, easements, rights, privileges and profits over all or any part of the Estate and to enter into any deeds or documents containing covenants, provisions, stipulations and conditions as may be necessary and to accept surrenders of any leases, sub-leases, licences, easements, rights, privileges and profits whether granted by the Company or already in existence.

By Special Resolution passed on 28th March, 1983
the name of the Company was changed from Trushelfco
(No. 549) Limited to 14 Castelnau Management Limited.

- (d) To construct, alter, repair, rebuild, renew, decorate, improve, develop, enlarge, remove or replace any apartment, flat, service rooms, garages or other buildings and walls, fences, banks, drains or watercourses and to enter into contracts with builders all necessary professional advisers, tenants and others in relation thereto and to finance any building or other operations and to consolidate, connect or sub-divide any properties.
 - (e) To mortgage, charge, sell, dispose of, exchange, turn to account, grant rights and privileges or otherwise deal with all or any part of the Estate and to enforce all or any part of the property and rights of the Company.
 - (f) To use any surplus capital or income of the Company to establish and maintain a fund to pay anticipated future expenses (whether of a capital or revenue nature) of the Estate as the Company may deem necessary or desirable.
 - (g) To insure any buildings on the Estate in their full replacement value including professional fees with such reputable insurance office as the Company may deem fit.
- (2) To carry on any other business or activity which may seem to the Company capable of being conveniently carried on in connection with the objects specified in sub-clause (1) hereof.
 - (3) To vary the investments of the Company and invest the moneys of the Company not immediately required in such properties, shares or upon such securities and in such manner as may from time to time be determined.
 - (4) In connection with the objects specified in sub-clause (1) hereof:-
 - (a) To purchase or by any other means acquire any property for any estate or interest whatever, and any rights, privileges or easements over or in respect of any property, and any buildings, offices, roads, machinery, vehicles or things, and any real or personal property or rights

whatsoever which may be necessary for, or may be conveniently used with, or may enhance the value of, any other property of the Company.

- (b) To purchase or otherwise acquire, take over, and undertake the whole or any part of the business 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 investment projects or arrangements, 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 debentures, debenture stock, or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any debentures, debenture stock or securities so received.
- (c) To give credit to or to become surety or guarantor for any person or company, and to give all descriptions of guarantees and indemnities and either with or without the Company receiving any consideration to guarantee or otherwise secure (with or without a mortgage or charge on all or any part of the undertaking, property and assets, present and future) the performance of the obligations and the payment of the capital or principal of and dividends or interest on any debentures, debenture stock, notes, bonds or other securities of any person, authority (whether supreme, local, municipal or otherwise) or company, including (without prejudice to the generality of the foregoing) any company which is for the time being the Company's holding company as defined by section 154 of the Companies Act 1948 or any statutory modification or reenactment thereof or another subsidiary as defined by the said section of the Company's holding company or a subsidiary of the

Company or otherwise associated with the Company in business.

- (d) To advance, deposit or lend money, securities and property to or with such persons or companies on such terms with or without security upon such property, rights and assets as may seem expedient, and to undertake the provision of hire purchase and credit sale finance and to act as factors.
- (e) To borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture stock, and to secure the repayment of any money borrowed, raised, or owing, by mortgage, charge, or lien, upon the whole or any part of the Company's property or assets (whether present or future), 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.
- (f) 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.
- (g) To apply for, promote, and obtain any Act of Parliament, Provisional Order, or Licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for any purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- (h) To enter into any arrangements with any governments or authorities or any companies, firms, 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, company, firm or person any charters, contracts, decrees, rights, privileges, and concessions and to carry out, exercise, and comply with any such

charters, contracts, decrees, rights, privileges and concessions.

- (i) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts, and also to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors, or others.
- (j) To remunerate any person, firm or company rendering services to this Company, by cash payment or otherwise as may be thought expedient.
- (k) To support and subscribe to any charitable or public object, and any institution, society, or club which may be or may be considered to be for the benefit of the Company or its Directors, officers or members.
- (l) To promote any other company for the purpose of acquiring the whole or any part of the business or property and undertaking or 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, 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.
- (m) To sell or otherwise dispose of the whole or any part of the business or property 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.
- (n) To pay all or any expenses incurred in connection with the promotion, formation, 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 subscriptions of any shares, debentures,

debenture stock or other securities of this Company.

- (o) 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 objects specified in each sub-clause of this Clause shall be regarded as independent objects and accordingly shall be in no way limited or restricted (except when otherwise expressed in such sub-clause) by reference to or inference from the terms of any other sub-clause, or the name of the Company.

4. The income and property of the Company shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association and (except on a liquidation of the Company) no part thereof shall be distributed paid or transferred directly or indirectly and whether by way of dividend, bonus or otherwise howsoever to any member or members of the Company PROVIDED HOWEVER that nothing herein shall prevent the payment of remuneration to any officer or employee of the Company in return for services rendered or to be rendered to the Company AND IT IS DECLARED that this clause shall not be capable of alteration amendment or deletion by the Company or the members thereof

5. The liability of the members is limited.

6. The share capital of the Company is £100 divided into 100 Shares of £1 each, and the Company shall have the power to divide the original or any increased capital into several classes, and to attach thereto any preferential, deferred, qualified or other special rights, privileges, restrictions or conditions.

WE, the several persons whose names and addresses are subscribed are desirous of being formed into a company, in pursuance of the 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
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For and on behalf of
TRUCIDATOR NOMINEES LIMITED,
35 Basinghall Street,
London EC2V 5DB

T.G.M. BUCKLEY Director

One

For and on behalf of
TREXCO LIMITED,
35 Basinghall Street,
London EC2V 5DB

R.C. HARVEY Director

One

DATED the 3rd day of November 1982

WITNESS to the above Signatures:-

O.A. Wareham
35 Basinghall Street,
London EC2V 5DB

Solicitor's Articled Clerk

The Companies Acts 1948 to 1981

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

14 CASTELNAU MANAGEMENT LIMITED
(as amended by Special Resolution
passed on 28th March, 1983)

1. In these Articles except where the context otherwise requires the words or expressions in column A shall have the meaning assigned to them in column B.

A	B
"the Act"	the Companies Act 1948.
"the Acts"	The Companies Acts 1948 to 1981.
"Table A"	Table A in the First Schedule to the Act as amended by the Acts.
"Secretary"	any person appointed to perform the duties of Secretary of the Company.
"the Estate"	the same meaning as in Clause 3(1) of the Memorandum of Association of the Company.
"Flat"	a residential apartment or unit or suite of rooms comprised in the Estate let under a long lease at a premium.
"Flatowner"	the person or persons who is or are for the time being the lessee or lessees of a Flat or the assignee or assignees of a lease of a Flat and so that wherever two or more persons are for the time being joint lessees or assignees of any one Flat they shall for the purposes of these Articles be deemed to constitute one Flatowner, and the owner (or joint owners as the case may be) from time to time of the freehold reversion of the Estate.

"the Office"	the registered office of the Company.
"person"	shall include a firm or body corporate.
"the Board"	The Board of Directors of the Company.

2. The regulations contained or incorporated in Table A shall except as hereinafter provided and so far as the same are not inconsistent with the provisions of these Articles apply to and constitute the regulations of the Company.

3. Regulations 15, 22, 24, 52, 53, 62, 73A, 75, 76, 77, 79, 84, 87, 88, to 94 inclusive, 106 to 109 inclusive, 114 to 122 inclusive, and 128 to 129 inclusive of Table A shall not apply to the Company.

PRIVATE COMPANY

4. The Company is a Private Company within the meaning of the Companies Act 1980 and accordingly any offer to the public of any shares in or debentures of the Company (whether for cash or otherwise) or allotment of or agreement to allot (whether for cash or otherwise) any such shares or debentures with a view to all or any of those shares or debentures being offered for sale to the public is prohibited.

SHARE CAPITAL

5. The share capital of the Company is £100.00 divided into 100 Shares of £1 each.

6. (1) The Subscribers to the Memorandum of Association of the Company shall be duly registered as members of the Company in respect of the shares for which they have signed such Memorandum.
- (2) Until such time as there are Flatowners (other than the owner of the freehold reversion of the Estate) eligible to hold shares a Subscriber may transfer the share subscribed by him to a person who is not a Flatowner nominated by him in writing to succeed him as a member and any such nominated successor may transfer the share in a similar manner. Personal representatives of a deceased Subscriber or nominated successor may transfer the share likewise.

- (3) Upon there being Flatowners eligible to hold shares the holders of the Subscriber shares shall (if they are not Flatowners) forthwith transfer the said shares to Flatowners nominated by the Board.
- (4) Upon any person becoming a Flatowner the Directors shall, unless such Flatowner shall already be a member of the Company by virtue of the provisions of Articles 6(3) and 7 hereof, issue one Share in the capital of the Company to that person in respect of each Flat of which he becomes a Flatowner.
- (5) Save as aforesaid and as hereinafter provided no shares shall be allotted or transferred to any person who is not a Flatowner.
- (6) Subject as provided in the preceding paragraphs of this Article the Board are hereby unconditionally authorised for the purposes of Section 14 of the Companies Act 1980 to allot shares to Flatowners up to the amount of the unissued share capital of the Company at the date of its incorporation (being £100) at any time or times during the period of five years from the date of incorporation.
- (7) In accordance with Section 17(9) of the Companies Act 1980 sub-sections (1), (6) and (7) of the said Section 17 shall be excluded from applying to the Company.

SHARE TRANSFERS

7. (1) (a) If any Flatowner (other than the owner for the time being of the freehold reversion of the Estate), whether by operation of law or otherwise, parts with his interest in the lease of the Flat held by him or if his interest therein for any reason ceases and determines he, or in the event of his death, his legal personal representative or representatives shall transfer his share in the Company to the person or persons becoming the Flatowner of the said Flat in his place.
- (b) If the owner for the time being of the freehold reversion of the Estate parts

with the whole of his interest in the Estate or if his interest therein for any reason ceases and determines he, or in the event of his death, his legal personal representative or representatives shall transfer his share in the Company to the person or persons acquiring his interest in the Estate.

- (2) The price to be paid on a transfer of any share under these Articles shall be its nominal value.
- (3) If the holder of a share (or his legal personal representative) refuses or neglects to transfer it in accordance with this Article one of the Directors, duly nominated for that purpose by a Resolution of the Board, shall be the attorney of such holder with full power on his behalf and in his name to execute complete and deliver a transfer of his share to the person or persons to whom the same ought to be transferred hereunder; the Company may give a good discharge for the purchase money and enter the name of the transferee of the said share in the register of members as the holder thereof.
- (4) In the event of a person (other than a Flatowner) becoming entitled to a share in the Company on the death of a member or in the event of the bankruptcy of a member or in the event of the winding up of a member being a limited company, then the personal representatives or the trustee in bankruptcy or the liquidator of such member (as the case may be) shall upon request in writing by the Board transfer the share forthwith to such person as may be nominated by the Board and such share shall be held on trust until such time as there is a Flatowner in respect of the said Flat.
- (5) Except where a transfer is specifically authorised by these Articles no transfer of any share in the capital of the Company shall be made or registered without the previous sanction of the Board who may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any share.

8. The instrument of transfer of any fully paid share shall be executed by or on behalf of the transferor but

- need not be executed by or on behalf of the transferee. The transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register in respect thereof.

PROCEEDINGS AT GENERAL MEETINGS

9. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also that is transacted at an Annual General Meeting, with the exception of the consideration of the Accounts, the Balance Sheets, the Reports of the Directors and Auditors, the election of Directors in the place of those retiring and the appointment of, and the fixing of the remuneration of, the Auditors.

10. 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. Two persons, being members present in person or proxies for a member or members or representatives appointed under regulation 74 of Table A, shall be a quorum at any General Meeting.

11. 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 any member present in person or by proxy. Regulation 58 of Table A shall be modified accordingly.

12. Subject to the provisions of the Acts 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 (or being corporations by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held. Such resolution may consist of several documents in the like form, each signed by one or more members.

VOTES OF MEMBERS

13. Subject to any rights or restrictions for the time being attached to any class or any classes of shares every member present in person or by proxy shall have one vote on a show of hands and one vote for each share of which he is the holder on a poll. Where a member is himself a proxy for another member or members, then in such case he shall on a show of hands have one vote for

himself as a member and one vote for each member for whom he is a proxy.

DIRECTORS

14. (1) The number of the Directors shall (unless and until otherwise determined by Special Resolution of the Company in General Meeting) be three. The first Directors of the Company shall be the persons named in the statement delivered pursuant to Section 21 of the Companies Act 1976.
 - (2) Save in respect of the period until there are sufficient Flatowners eligible to become members of the Company no person other than a member of the Company may be appointed a Director or an alternate Director. Provided that where a member is a body corporate that member shall be entitled to nominate one of its officers to represent it as a Director on the Board and where a share is held by joint holders the senior holder shall be entitled to become a Director and for this purpose seniority shall be determined by the order in which the names stand in the register of members.
15. The Directors shall be entitled to be repaid all such reasonable expenses as they may incur in attending and returning from meetings of the Directors, or of committees of the Directors, or General Meetings, or which they may otherwise incur in or about the business of the Company.
16. A person may be appointed a Director notwithstanding that he shall have attained the age of seventy years and no Director shall be liable to vacate office by reason of his attaining that or any other age.

BORROWING POWERS

17. Subject to the Acts 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 and for debt, liability, guarantee or obligation of the Company, or of any third party.

POWERS AND DUTIES OF DIRECTORS

18. Subject to making such disclosure and declaration of his interest as is required by the Acts, a Director may contract with and participate in the profits of any contract with the Company as if he were not a Director. A Director may also vote in respect of any contract or arrangement in which he is interested and shall be counted in the quorum present at the meeting.

19. A Director may hold any other office or place of profit under the Company, other than that of Auditor, upon such terms as the Directors may determine. Any Director may act by himself or his firm in a professional capacity for the Company, other than as Auditor, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director.

DISQUALIFICATION OF DIRECTORS

20. The office of Director shall be vacated if:-

- (1) he or (if he is a Director representing a Flatowner who is a body corporate) that body corporate ceases to be a member of the Company; or
- (2) he ceases to be an officer of the body corporate that nominated him as a Director; or
- (3) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (4) he becomes prohibited from being a Director by reason of any order made under Section 188 of the Act or under Section 28 of the Companies Act, 1976; or
- (5) he becomes incapable by reason of mental disorder, illness or injury of managing and administering his property and affairs; or
- (6) he resigns his office by notice in writing to the Company; or
- (7) he retires by rotation and is not re-elected; or

- (8) he shall for more than six consecutive meetings have been absent from meetings of the Board without leave expressed by a resolution of the Board, and the Board resolve that his office be vacated; or
- (9) the Company shall so resolve by a Extraordinary Resolution at an Extraordinary General Meeting or by an Ordinary Resolution pursuant to section 184 of the Act.
- (10) he (being one of the first Directors of the Company) does not become a member of the Company within six months of there being Flatowners who have become members.

ROTATION OF DIRECTORS

- 21. (1) At the first Annual General Meeting of the Company after shares have been allotted to Flatowners and at each Annual General Meeting in every subsequent year one-third of the Directors for the time being or, if their number is not three or a multiple of three, then the number nearest one-third, shall retire from office.
- (2) The Directors to retire in each year shall be those who have been longest in office since their initial appointment or last election but as between persons who became Directors on the same day those to retire shall (unless otherwise agreed among themselves) be determined by lot.
- (3) a Retiring Director shall be eligible for re-election.
- (4) The Company at the Meeting at which a Director retires in manner aforesaid may fill the vacated office by electing a person thereto and in default the retiring Director shall, if offering himself for re-election, be deemed to have been re-elected, unless at such Meeting a resolution for the re-election of such Director shall have been put to the Meeting and lost.
- (5) No person, other than the Director retiring at the Meeting, shall unless recommended by the Directors be eligible for election to the office of Director at any General Meeting

unless not less than 7 or more than 21 days before the date appointed for the Meeting there shall have been left at the Office notice in writing, signed by a member duly qualified to attend 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.

PROCEEDINGS OF DIRECTORS

22. It shall not be necessary for Directors to sign their names in any book which may be kept for the purpose of recording attendance at meetings; and Regulation 86 in Table A shall be modified accordingly.

23. A resolution in writing signed by all the Directors for the time being in the United Kingdom shall be as effective as a resolution passed at a meeting of the Directors duly convened and held, and may consist of several documents in the like form, each signed by one or more of the Directors, or their respective alternates (as the case may be).

CHAIRMAN AND EXECUTIVE DIRECTORS

24. The Chairman of the Board or of any committee of the Board shall be appointed by the Board or by the Committee (as the case may be).

25. The Board may from time to time appoint one or more of their body to the office of Managing Director or any other executive office under the Company for such period and on such terms as they may think fit and, subject to the terms of any agreement entered into in any particular case, the Board may at any time revoke such appointment.

26. The Directors may from time to time entrust to and confer upon a Managing Director or any two or more of the Directors as a committee all or any of the powers exercisable by the Directors (excepting the power to make calls, issue, allot or forfeit shares, borrow money or issue debentures) upon such terms and conditions and with such restrictions as they may think fit, and either collaterally with or to the exclusion of their own powers, and may from time to time revoke, withdraw, alter or vary all or any of such powers.

ALTERNATE DIRECTORS

27. (1) Each Director (other than an alternate Director) may at any time appoint any other Director or any person previously approved by a majority of the other Directors to be his alternate Director and at his discretion to remove such alternate Director.
- (2) Any appointment or removal of an alternate Director may be made by letter, cable, telegram or telex or in any other manner approved by the Directors sent to or delivered at the Office or delivered to a meeting of the Board. Any letter, cable, telegram or telex shall be confirmed as soon as possible by letter but may be acted upon by the Company meanwhile.
- (3) Any alternate Director shall (except as regards power to appoint an alternate Director) be subject in all respects to the terms and conditions existing with reference to the other Directors.
- (4) An alternate Director shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served upon him) be entitled to receive notices of all meetings of the Directors and to attend, speak and vote as a Director at such meeting at which his appointor is not present and generally to perform all the functions of his appointor as a Director in the absence of such appointor.
- (5) One person may act as alternate Director to more than one Director, and while he is so acting shall be entitled to a separate vote for each Director he is representing, and if he is himself a Director his vote or votes as an alternate Director shall be in addition to his own votes.
- (6) An alternate Director shall not be taken into account in reckoning the minimum or maximum number of Directors allowed for the time being but he shall be counted for the purpose of reckoning whether a quorum is present at any meeting of the Directors attended by him, provided that not less than two individuals shall constitute a quorum.

- (7) An alternate Director may be repaid by the Company such expenses as might properly be repaid to him if he were a Director and he shall be entitled to receive from the Company such proportion (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, but save as aforesaid he shall not in respect of such appointment be entitled to receive any remuneration from the Company.
- (8) An alternate Director shall be an officer of the Company and shall be alone responsible to the Company for his own acts and defaults and he shall not be deemed to be the agent of or for the Director appointing him. An alternate Director shall be entitled to be indemnified by the Company to the same extent as if he were a Director.
- (9) The appointment of an alternate Director shall ipso facto determine if his appointor ceases for any reason to be a Director, and on the happening of any event on which if he were a Director he would be liable to vacate his office under these Articles.

NOTICES

28. A notice may be given by the Company to any member either personally or by leaving it or sending it by post to him at the Flat in respect of which he is the Flatowner. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, pre-paying, and posting a letter containing the notice and to have been effected at the expiration of twenty-four hours after the letter containing the same is posted.

INDEMNITY

29. Subject to the provisions of and so far as may be permitted by the Acts, every Director, Auditor, Secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto. Regulation 136 of Table A shall be extended accordingly.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

For and on behalf of
TRUCIDATOR NOMINEES LIMITED,
35 Basinghall Street,
London EC2V 5DB

T.G.M. BUCKLEY Director One

For and on behalf of
TREXCO LIMITED,
35 Basinghall Street,
London EC2V 5DB

R.C. HARVEY Director One

DATED the 3rd day of November 1982

WITNESS to the above Signatures:-

O.A. Wareham
35 Basinghall Street,
London EC2V 5DB

Solicitor's Articled Clerk