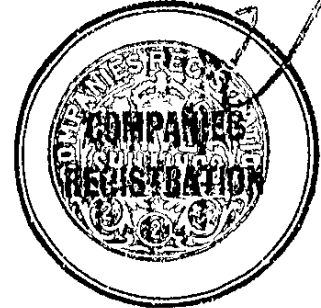


Number of
Company

649559

Form No. 41

THE COMPANIES ACT, 1948



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.

CHANCELLOR HOUSE MANAGEMENT (HYDE

PARK GATE)

LIMITED

ated by

DUDLEY CLARKE & SON,

6, Hobart Place,

LONDON, S.W.1.

The Solicitors' Law Stationery Society, Limited
22 Chancery Lane, W.C.2; 3 Bucklersbury, 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; 19 & 21 North John Street, Liverpool, 2;
28-30 John Dalton Street, Manchester, 2; 31 Charles Street, Cardiff; and 157 Hope Street, Glasgow, 2.

PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS

2 FEB 1950
P.T.O.

I, PETER DAVID SMITHSON

of 6 Hobart Place, London, S.W.1.

(a) Here insert:
"A Solicitor of the
"Supreme Court"
(or in Scotland "a
Solicitor") "engaged
"in the formation"

or
"A person named
"In the Articles of
"Association as a
"Director or
"Secretary."

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

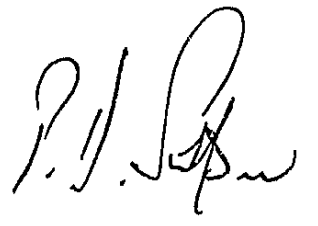
of CHANCELLOR HOUSE MANAGEMENT (HYDE PARK GATE)

Limited,

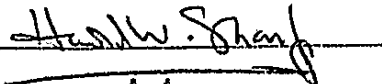
And that all the requirements of the Companies Act, 1948, in respect of
matters precedent to the registration of the said Company and incidental
thereto have been complied with, And I make this solemn Declaration
conscientiously believing the same to be true and by virtue of the provisions
of the Statutory Declarations Act, 1835.

Declared at 5 Upper Belgrave Street
S.W.1. in the City of
Westminster

the 1st day of February
one thousand nine hundred and sixty



Before me,



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

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

THE STAMP ACT, 1891

(54 & 55 Vict., Ch. 39.)

REGISTERED

16 FEB 1960

COMPANY LIMITED BY SHARES.



Statement of the Nominal Capital

OF

CHANCELLOR HOUSE MANAGEMENT (HYDE PARK GATE)

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.

NOTE.—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.

Presented by

DUDLEY CLARKE & SON,

6, Hobart Place, London, S.W.1.

THE SOLICITORS' LAW STATIONERY SOCIETY, LIMITED

22 Chancery Lane, W.C.2; 3 Bucklersbury, 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; 19 & 21 North John Street, Liverpool, 2; 28-30 John Dalton Street, Manchester, 2; 31 Charles Street, Cardiff; and 157 Hope Street, Glasgow, G.2.

PRINTERS AND PUBLISHERS OF COMPANIES BOOKS AND FORMS.

THE NOMINAL CAPITAL

OF

CHANCELLOR HOUSE MANAGEMENT (HYDE PARK GATE)

Limited,

is £100, divided into:

12 "A" Ordinary Shares of £1 each

88 "B" Ordinary Shares of £1 each

**Signature.*

Dudley Clarke & Son

Description.

Solicitors

Dated the 1st day of February 19 60

**This Statement should be signed by an Officer of the Company, or by the Solicitor(s) engaged in the formation. .*

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

649559 | 3

and Articles of Association has been type-
set and printed by us.

AK



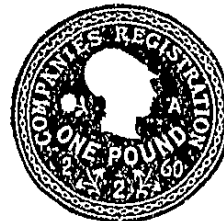
COMPANIES ACT, 1948

COMPANY LIMITED BY SHARES

Memorandum of Association

— OF —

CHANCELLOR HOUSE MANAGEMENT (HYDE PARK GATE)
LIMITED



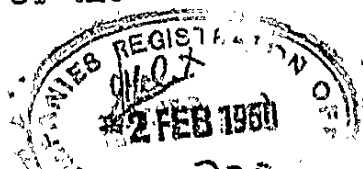
1. The name of the Company is "CHANCELLOR HOUSE MANAGEMENT (HYDE PARK GATE) LIMITED".

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 a lease intended to be made between Fred Burris & Sons Limited of the first part Equity and Share Co. (London) Limited of the second part Planpam Building Co. Limited of the third part and the Company of the fourth part in the terms of a draft which has been marked "A" and signed for the purpose of identification by the subscribers hereto and an agreement intended to be made between the Company of the one part and the said Planpam Building Co. Limited of the other part in the terms of a further draft which has been marked "B" and also signed as aforesaid.

(B) To manage administer and deal with lands buildings and real property either on its own account or as a Trustee or Nominee or Agent of any other company or person and in particular to manage and administer the premises to be demised by the said Lease intended to be made between Fred Burris & Sons Limited of the first part Equity and Share Co. (London) Limited of the second part Planpam Building Co. Limited of the



REGISTERED

16 FEB 1960

third part and the Company of the fourth part for the whole of the term to be thereby granted.

- (C) To acquire by purchase, lease, concession, grant, licence or otherwise such lands, buildings, leases, underleases, rights, privileges, policies of assurance and such other property and rights and interest in property as the Company shall deem fit, but so that the Company shall not have power to deal or traffic in lands, buildings, leases, underleases, rights, privileges, stocks, shares, debentures, debenture stock, bonds, obligations or securities, policies of life assurance or other of its property or assets, but may acquire the same for purposes of investment only, and with a view to receiving the income therefrom. If from time to time it shall be found necessary or advisable for the Company to sell or realise all or any part of its property or assets, the Company shall have power so to do, but any surpluses or deficiencies arising on or from such sale or realisation shall be dealt with as capital surpluses or as capital deficiencies which shall be charged against capital account.
- (D) To act as proprietors of shops, offices, residential and service flats and garages, and to provide for the tenants and occupiers thereof all or any of the conveniences and services commonly provided in business and professional premises, hotels and clubs, and to manage or let all or any of the Company's hereditaments and premises on lease or at rack rents.
- (E) To carry on any other undertaking whatsoever which may seem to the Company capable of being conveniently carried on by the Company, or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights or advisable to undertake with a view to rendering valuable any property or rights belonging to the Company or in which the Company may be interested.
- (F) To take, make, execute, enter into, commence, carry on, prosecute and defend all steps, contracts, agreements, negotiations, legal and other proceedings, and all arrangements and schemes, and to do all other acts, matters and things which shall be conducive or expedient for the protection of the Company as holders of, or interested in, the

property for the time being of the Company, or for obtaining payment of money thereon.

- (G) To acquire and hold shares, stocks, bonds, debentures, debenture stock, obligations or securities of any kind in any company, corporation or government.
- (H) To apply for, purchase or otherwise acquire, protect, prolong and renew any patents, patent rights, 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, manufacture, develop or grant licences in respect of or otherwise turn to account the property, rights or information so acquired, and to expend money in experimenting upon and testing and in improving or seeking to improve any patents, inventions or rights which the Company may acquire or propose to acquire.
- (I) To acquire and undertake the whole or any part of the business, property, rights and liabilities of any person, firm or company carrying on any business which the Company is authorised to carry on or possessed of property suitable for the purposes of this Company, and to pay for any business, property or rights, wholly or partially, in shares, debentures or other securities or obligations of the Company or under the control of the Company, and whether fully or partly paid, and as part of the terms of any such purchase or otherwise to grant options upon any unissued shares or obligations of the Company.
- (J) To enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint adventure, reciprocal concession or otherwise with any person or company carrying on or engaged in or about to carry on or engage in any business or transaction which this Company is authorised to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company, and to assist any such person or company.
- (K) To enter into any arrangements with any

governments or authorities (supreme, municipal, local or otherwise) that may seem conducive to the Company's objects or any of them, and to obtain from any such government or authority any rights, privileges and concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.

- (L) To establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit employees or ex-employees or officers or ex-officers of the Company or the dependants of such persons, and to grant pensions and allowances to and to make payments towards insurances for any such persons or their dependants, and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object.
- (M) To furnish and provide deposits, caution moneys and guarantee funds required in relation to any tender or application for any contract, concession, decree, enactment, property or privilege or in relation to the carrying out of any contract, concession, decree or enactment.
- (N) To promote any company or companies for the purpose of acquiring all or any of the property, rights and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
- (O) Generally to purchase, take on lease or in 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.
- (P) To pay out of the funds of the Company all costs, charges and expenses preliminary and incidental to the promotion, formation, establishment, registration and advertising of the Company and the issue of the capital, and to remunerate by cash or by allotment of fully or partly paid shares or in any other manner any persons, firm or corporation for services rendered or to be rendered in acting as trustees for debenture-holders of the Company, or for subscribing or agreeing to subscribe, whether absolutely or

conditionally, or for procuring or agreeing to procure subscriptions, whether absolute or conditional, for any shares, debentures or other securities of the Company or of any company promoted by this Company, or in introducing any property to the Company, or in or about the conduct of the affairs of this Company, or for guaranteeing payment of such debentures or other securities and any interest thereon.

- (Q) To invest and deal with the moneys of the Company not immediately required and any money which may be in hand or under the control of the Company, whether the property of the Company or on deposit or loan with it or otherwise at its disposal, in such manner as may from time to time be determined.
- (R) To lend money to such persons firms or companies on such terms as may seem expedient, with or without security, and to guarantee or become liable for the contracts or obligations of any person, firm or company, or of any municipal or other authority or public body, and to guarantee the title to or quiet enjoyment of property, either absolutely or subject to any qualifications or conditions, and to guarantee persons, firms and companies interested or about to become interested in any property against any loss, actions, proceedings, claims or demands in respect of any insufficiency or imperfection, or deficiency of title or in respect of any incumbrances, burdens or outstanding rights, or to give any other kind of guarantee, and to procure the guarantee by any person, firm or company of any contracts or obligations made or undertaken by the Company.
- (S) To guarantee or become liable for the contracts, engagements or obligations of any person, firm or corporation directly or indirectly concerned or interested in any business which the Company is authorised to carry on or become interested in, and to procure the guarantee by any person, firm or corporation of any contract, engagement or obligation made by the Company.
- (T) To borrow or raise or secure the payment of money in such manner as the Company shall think fit, and for such purposes or any other purposes to make and issue income stock bonds and certificates, secured and unsecured notes and other obligations of the

Company, and mortgages, charges, debentures or debenture stock, perpetual or otherwise, charged or not charged upon all or any of the Company's property, both present and future, including its uncalled capital, and to purchase, redeem, or pay off any such securities.

- (U) 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.
- (V) To improve, manage, develop, exchange or lease all or any part of the property, assets, undertaking, investments and rights of the Company for such consideration as the Company may think fit, with power to accept in payment or part payment for the same any shares (fully or partly paid) stocks, debentures or other securities or obligations of the Company, but so that any profit arising on any sale or exchange shall not be distributed by way of dividend, but shall be dealt with for capital purposes only.
- (W) To grant licences, easements, options and other rights over property forming part of the Company's property.
- (X) To sell or dispose of the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures or securities of any other company.
- (Y) To adopt such means of making known the business and products of the Company as may seem expedient, and in particular by advertising in the Press, by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals and by granting prizes, rewards and donations.
- (Z) To procure the Company to be registered or recognised in any foreign country or place.
- (AA) To do all or any of the above things in the United Kingdom or in any part of the world, and as principals, agents, contractors, trustees or otherwise, and by or through trustees, sub-contractors, agents or otherwise, and either alone or in conjunction with others.
- (BB) To do all such other things as the Company may deem incidental or conducive to the attainment of the above objects or any of them.

And it is hereby declared that the word "Company" in this clause 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 that each of the objects specified in each paragraph of this clause, except where otherwise expressed in such paragraph, shall be a separate and independent main object of the Company, and shall not be limited or restricted by reference to the terms of any other paragraph or the name of the Company.

4. The income and property of the Company, whencesoever derived, shall be applied solely towards the promotion of the objects of the Company, as set forth in the Memorandum of Association, and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to members of the Company, provided that nothing herein shall prevent the payment in good faith of remuneration to any Director, officer or servant of the Company or to any member of the Company in return for any services actually rendered to the Company, nor to prevent the payment of interest at a rate not exceeding five per cent per annum on money lent by a member of the Company.

5. The liability of the members is limited.

6. The share capital of the Company is £100, divided into 12 "A" Ordinary Shares of £1 each and 88 "B" Ordinary Shares of £1 each. The Company shall have power to increase the share capital and to issue any shares of the original or any new capital with any preference or priority with regard to distribution of assets or otherwise, over or ranking equally with any other shares, whether at the time issued or created or not, and whether preference, ordinary or other shares, or as deferred shares, and with or without a right to the whole or any part of the surplus assets after repayment of paid-up capital, and with a special or without any right of voting, and to alter the Articles of Association for the purpose of giving effect to any preference, priority or right or special conditions as to right of voting, or for effecting any alteration or abandonment of any rights or privileges at any time attached to any class of shares, as well as in any other way authorised by Statute.

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

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	Number of Shares taken by each Subscriber
<p><i>Derek Ransley Thacker</i> <i>"Woodcote"</i> <i>5. Downs Road;</i> <i>Seaford, Sussex</i> <i>Salisbury.</i></p> <p><i>Horace Editham Dyason.</i> <i>40, Kenilworth Road</i> <i>Baling, W.5.</i> <i>Salisbury's Managing Clerk</i></p>	<p><i>THACKER</i></p> <p><i>ONE</i> <i>'A'</i> <i>ORDINARY</i></p> <p><i>ONE</i> <i>'A'</i> <i>ORDINARY</i></p>

DATED the *29th* day of *January* 19*60*

WITNESS to the above signatures:—

Joan E. Way,
113, Buxton Lane
Batesham,
Secretary *Survey.*

649559/4



THE COMPANIES ACT, 1948



COMPANY LIMITED BY SHARES

REGISTERED

16 FEB 1960

Articles of Association

— OF —

CHANCELLOR HOUSE MANAGEMENT (HYDE PARK GATE)
LIMITED

PRELIMINARY

1. Subject as hereinafter provided, the regulations contained in Part I of Table A in the First Schedule to the Companies Act 1948 (hereinafter referred to as "Table A") shall apply to the Company.
2. Clauses 24, 53, 55, 58, 68, 70, 75, 76, 77, 79, 88 and 99 of Table A shall not apply to the Company, but the remaining clauses of Table A, subject to the modifications hereinafter contained and the Articles hereinafter contained and expressed, shall constitute the regulations of the Company.

PRIVATE COMPANY

3. The Company is a "Private Company" within the meaning of Section 28 of the Companies Act 1948 and accordingly (1) no invitation shall be issued to the public to subscribe for any shares or debentures of the Company; (2) the number of the members of the Company (not including persons who are in the employment of the Company, and persons who, having been formerly in the employment of the Company, were while in that employment and have continued after the determination of that employment to be members of the Company) shall be limited to fifty, provided that, for the purposes of this provision, where two or more persons hold one or more shares in the Company jointly, they shall be treated as a single member; and (3) the right to transfer the shares of the Company is restricted in manner and to the extent hereinafter appearing.

4. The Company shall enter into the Lease and Agreement referred to in Clause 3 (A) of the Memorandum of Association with such modifications (if any) as the Directors may approve. Every shareholder shall be deemed to take his shares with knowledge of the interest of any directors interested in the said Lease and Agreement and the said Lease and Agreement if entered into by the Company shall be valid and binding in all respects notwithstanding the Board of Directors did not constitute an independent board.

5. (i) The regulations contained in this clause shall apply to the Company and in the case of any inconsistency between these regulations and any regulations otherwise applicable to the Company the regulations contained in this clause shall prevail provided that in no case shall these regulations operate in such a way that the Company ceases to be a private company.

(ii) In this clause except where the context otherwise requires:-

(a) "the Lease" means the lease referred to in Clause 3 (A) of the Memorandum of Association.

(b) the expressions "the Lessor" "the block of flats" "the flats" "flat" and "owner" or "ownership" in relation to a Flat have the meanings respectively assigned to them in the draft Underlease which has been marked "C" and signed for the purposes of identification by the subscribers hereto and in particular the expression "flat" as hereinafter used means a "single flat unit".

(iii) Four of the "B" Shares in the Company shall be allocated to each of the flats and the "A" Shares in the Company having been subscribed for by the subscribers hereto shall be allocated to the reversion immediately expectant on the determination of the term created by the Lease.

(iv) There shall as soon as may be after the coming into operation of the Lease be made such transfers of shares and allotments as shall ensure that the tenant of each flat unit holds whether by transfer or allotment in respect of such flat four and only four "B" Shares in the Company being the shares allocated to that flat, and that no person who is not the owner of a flat or the person entitled to such reversion as aforesaid holds any shares in the Company.

(v) If a flat comes into existence in the

block of flats after the coming into operation of the Lease four "B" Shares only shall forthwith be allotted to its owner but no allotments other than those required by regulation 5 (iv) herewith or this regulation shall be made.

(vi) (a) The said "B" Shares shall be transferred (and in holdings of four as aforesaid) and may only be transferred upon or immediately before a change in the ownership of the flat or reversion in respect of which it is held and to the person becoming or about to become upon such change the owner of the said flat or entitled to such reversion.

(b) The price to be paid upon the transfer of the said "B" Shares shall be in default of agreement between the transferor or the transferee their nominal value.

(c) If the holder of the said "B" Shares refuses or neglects to transfer them in accordance with this regulation the chairman for the time being of the directors or failing him one of the directors duly nominated by resolution of the board for the purpose shall forthwith be deemed to be the duly appointed attorney of that holder with full power in his name and on his behalf to execute, complete and deliver the transfer of his shares to the person to whom they should be transferred hereunder and the Company may receive and give a good discharge for the purchase money and enter the name of the transferee in the register of members as the holder by transfer of the said shares.

(d) If the holder of the said "B" Shares dies or becomes bankrupt and his shares are not transferred to the person or persons becoming entitled in consequence of such death or bankruptcy to the flat of which such holder was the lessee within two months from the date of death or bankruptcy then the Directors may give notice in writing to the Personal Representatives or the Trustee in bankruptcy (as the case may be) requiring them or him to transfer such shares in accordance with the provision of Clause 5 (vi) (a) hereof and for the purposes of Clause 5 (vi) (c) hereof the Personal Representatives or Trustee in bankruptcy shall be deemed to be the holder or holders of the said "B" Shares.

(vii) If more than one person is jointly the owner of a flat or entitled to such reversion as aforesaid such persons shall jointly hold the corresponding shares in the Company.

(viii) So long as to the effect of this clause would (but for this regulation) be to

require shares in the Company to be allocated or transferred to or held by the Company then and in every such case this part of these Articles shall be so interpreted as to substitute for the Company (as regards the allotment or transfer to it or the holding by it of such shares) the Lessor and its successors in title the person or persons for the time being entitled to the reversion immediately expectant on the term created by the Lease.

6. Subject to Clause 7 of Part I of Table A the Company shall except as by these Articles otherwise provided, be entitled to treat the registered holder of any share as the absolute owner thereof and shall be under no obligation to recognise any interest equity or trust in or affecting any share other than the absolute right thereto of the registered holder.

PROCEEDINGS AT GENERAL MEETINGS

7. 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 members personally present shall be a quorum.

8. The Chairman of the Board of Directors shall preside at every General Meeting, but if at any meeting he shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to act as Chairman, the members present shall choose some Director, or if no Director be present, or if all the Directors present decline to take the chair, they shall choose some member present to be Chairman of the meeting.

9. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairman or by at least two members personally present and entitled to vote at the meeting or by the holder or holders present in person or by proxy of at least one twentieth part of the issued Ordinary Share Capital of the Company, and unless a poll is so demanded a declaration by the Chairman that a resolution has on a show of hands been carried, or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minute book of the Company shall be conclusive evidence thereof without proof of the number or proportion of the votes recorded in favour of or against such resolution.

VOTES OF MEMBERS

10. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing, or if the appointor is a corporation either under its common seal or under the hand of an officer or attorney so authorised. No person shall act as a proxy unless either he is entitled on his own behalf to be present and vote at the meeting at which he acts as proxy, or he is appointed to act at that meeting as proxy for or representative of a corporation but a proxy for or representative of a corporation, unless entitled on his own behalf to be present and vote at the meeting, shall not act except for the corporation which appointed him.

11. An instrument appointing a proxy may be in the following form, or in any other form which the Directors shall approve:-

"CHANCELLOR HOUSE MANAGEMENT (HYDE PARK GATE)
LIMITED.

"I, _____,
"of _____, being a member,
"in the County of _____ of CHANCELLOR HOUSE MANAGEMENT (HYDE PARK
"GATE) LIMITED, hereby appoint
"_____, of _____,
"_____ or failing him,
"_____ of _____,
"_____ as my proxy to vote for me
"and on my behalf at the _____ Ordinary or
"Extraordinary or Adjourned, as the case may
"be General Meeting of the Company to be
"held on the _____ day of _____,
"and any adjournment thereof.

"Signed this _____ day of _____."

DIRECTORS

12. Until the Company in General Meeting shall otherwise determine the number of the Directors shall not be more than five nor less than two. The first Directors of the Company shall be appointed in writing by the subscribers to the Memorandum of Association of the Company.

13. The office of a Director shall be vacated:-

- (a) If he becomes bankrupt, or compounds with his creditors; or
- (b) If he becomes prohibited from being a Director by reason of any Order made under either of Sections 188 and 332 of the Companies Act, 1948; or

- (c) If he is found lunatic, or becomes of unsound mind; or
- (d) If he absents himself from the meetings of the Directors for a continuous period of six months without special leave of absence from the Board of Directors and they pass a resolution that he has by reason of his absence vacated office; or
- (e) If he resigns his office by notice in writing to the Company, the same being duly minuted at the next meeting of the Board of Directors and shall take effect from that time.

14. Any director or any company or firm of which a director is a member may enter into contracts with the Company, and any director may vote as director or shareholder in respect of such contract, and retain for his own use profits made by him under such contract. A general notice to the directors given at a meeting of the directors by any director to the effect that he is a member of any specified company or firm and is to be regarded as interested in any contract which may thereafter be made with that company or firm shall be deemed sufficient disclosure of interest in regard to any contract so made.

15. The Directors may from time to time borrow or raise for the purposes of the Company (otherwise than by the issue of share capital) such sum or sums as they in their discretion deem desirable and advantageous to the Company and may secure the repayment of such sum or sums in such manner and on such terms as they think fit.

16. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed shall be two. A resolution in writing signed by all the Directors shall be as effective for all purposes as a resolution of the Board of Directors duly passed at a duly constituted meeting of the Board.

SECRETARY

17. Subject to the provisions of Clauses 110 and 111 of Part I of Table A, the Company shall appoint as Secretary such person as shall be determined by the Directors. In the event of the office of Secretary being at any time vacant or if the Secretary shall be at any time or for any reason incapable of acting as such, the duties of the Secretary shall be performed by such person as shall be designated by the Directors as

Assistant or Deputy Secretary or by any officer of the Company authorised generally or specially in that behalf by the Directors.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Deved Hamley Thacker
 "bloodcote"
 5, Downs Road,
 Seaford, Sussex.
 Salisbury.

Howard William Dyson
 40, Kenilworth Road,
 Watling, W. S.
 Salisbury's Managing Libr.

DATED the 24th day of January 1960.

WITNESS to the above signatures:—

Joan E. Way,
 113, Buscton Lane,
 Batherham,
 Surrey.
 Secretary.

DUPLICATE FOR THE FILE

No. 649559




Certificate of Incorporation

I Hereby Certify, that

CHANCELLOR HOUSE MANAGEMENT (HYDE PARK GATE) LIMITED

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

Given under my hand at London this Sixteenth day of
February One Thousand Nine Hundred and Sixty.


ASSISTANT Registrar of Companies.

Certificate
received by



Date 18/2/60