

COMPANIES FORM No. 12

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



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Pursuant to section 12(3) of the Companies Act 1985

ease complete gibly, preferably	To the Registrar of Companies		For official use	For official use
black type, or old block lettering	lvume of company			2442276
insert full	* BROADMEAD PARK MANAC	SEMENT COMPA	NY LIMITED	
name of Company				
	I, ANTHONY R RANDLE NEEDHAM & JAI	MES		
	of WINDSOR HOUS	SE	····	
	TEMPLE ROW		······································	
delete as appropriate	BIRMINGHAM B do solemnly and sincerely declare the	2 5LF lat I am a (Solicitor	engaged in the fo	ormation of the company]†
appropriate	texas acrofositescheoscanos por sette	wxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	win the estatement	resteige kast sok kesavilak
00	undersectionx10(2)]† and that all the	requirements of the	he above Act in re	spect of the registration of the
	above company and of matters prec	edent and incident	al to it have been	complied with,
	And I make this solemn declaration of	conscientiously beli	ieving the same to	be true and by virtue of the
	provisions of the Statutory Declaration	ons Act 1835		
	Declared at Windson Iline		Declara	nt to sign below
	Temple Rom		A	• •
	Birnigh	*		7N/ ^
	theday	•	- AXV	
	One thousand nine hundred and		<u> </u>	
	before me (A 12 W)	1000		
	A Commissioner for Oaths or Notary the Peace or Solicitor having the pov Commissioner for Oaths.	' Public or Justice o		
	Presentor's name address and reference (if any):	For official Use New Companies Sec	etion P	ost room
WI	EDHAM & JAMES NDSOR HOUSE			COMPANIES PAGE 1 - NOV 1989
	MPLE ROW		land land	14
BI	RMINGHAM B2 5LF		1	

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



Please do not write in this margin

Pursuant to section 10 of the Companies Act 1985

this margin					
Please complete	To the Registrar of Companies		For offic	oiol uga	
egibly, preferably n black type, or old block lettering			FOR OTH	al use	
wid block lettering	Name of company				
*insert full name of company	BROADMEAD PARK MANAGEMENT COMPANY LIMITED				
	The intended situation of the registered office of the company on incorporation is as stated below				
	c/o NEEDHAM & JAME WINDSOR HOUSE	S			
	TEMPLE ROW				
	BIRMINGHAM		Postcode	B2 5LF	
	NEEDHAM & JAMES WINDSOR HOUSE TEMPLE ROW				
	BIRMINGHAM		Postcode	B2 5LF	
	Presentor's name, address and reference (if any): Number of continuation sheets attached (see note 1) For official use General Section I Post room				
	NEEDHAM & JAMES WINDSOR HOUSE TEMPLE ROW BIRMINGHAM B2 51.F	Cicheral Sections	Post room COMPAN 1 = NO	V 1989	

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The name(s) and particulars of the person who is, or the directors of the company (note 2) are as follows:	persons who are, to be the first director or	*
Name (note 3)	Business occupation	Please do not
WINDSOR HOUSE NOMINEES LIMITED	COMPANY	write in this margin
Previous name(s) (note 3)	Nationality	
Address (note 4) c/o NEEDHAM & JAMES	ENGLISH	
-WINDSOR HOUSE, TEMPLE ROW,	Date of birth (where applicable)	
BIRMINGHAM Postcode B2 5L	F (note 6)	
Other directorships†		
NONE		†Enter particulars of other
		directorships
		held or previously held (see note 5).
		If this space is insufficient use a continuation shee
I consent to act as director of the company named on	page 1	Continuation shee
Signature #W	Date 25.10 89	
FOR AND ON BEHALF OF WINDSOR HOUSE I	NOMINEES LIMITED	-M
Name (note 3)	Business occupation	1
WINSEC LIMITED	COMPANY	
Previous name(s) (note 3)	Nationality	1
Address (note 4) c/o NEEDHAM & JAMES	ENGLISH	
WINDSOR HOUSE, TEMPLE ROW,	Date of birth (where applicable)	
BIRMINGHAM Postcode B2 5		
Other directorships†		
NONE		;
		1
I consent to act as director of the company named on p	page 1	
Signature CMCLX	Date 경5·10·29	
FOR AND ON BEHALF OF WINSEC LIMITED		
Name (note 3)	Pusiness occupation	
Previous name(s) (note 3)	Nationality	
Address (note 4)		
	Date of birth (where applicable)	
Postcode	(note 6)	
Other directorships†		
I consent to act as director of the company named on pa	age 1	
Signature	Date	

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ease complete gibly, preferably black type, or Id block lettering The name(s) and particulars of the person who is, or the persons who are, to be the first secretary, or joint secretaries, of the company are as follows:

WINSEC LIMITED		
Previous name(s) (note 3)		
Address (notes 4 & 7) c/o NEEDHAM & JAMES WINDSOR HOUSE, TEMPLE ROW,	N S	
BIRMINGHAM	Postcode	R2 51.F
I consent to act as secretary of the company named o	n page 1	
Signature	26	-10.89

Name (notes 3 & 7)

Previous name(s) (note 3)

Address (notes 4 & 7)

Postcode

I consent to act as secretary of the company named on page 1

Signature

Date

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etc if the form is ned by an agent pehalf of the scribers.

the subscribers it sign either sonally or by a son or persons porised to sign them.

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Signature of agent on behalf of subscribers

Date 25.10.89

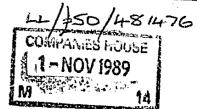
Signed	Date
Signed	Date

2442276





THE COMPANIES ACT 1985 COMPANY LIMITED BY SHARES MEMORANDUM OF ASSOCIATION



OF

BROADMEAD PARK MANAGEMENT COMPANY LIMITED

- 1. The Name of the company is "Broadmead Park Management Company Limited"
- ?. The Registered Office of the Company will be situate in England
- 3. The Objects for which the Company is established are:
- (a) (i) To manage, administer, maintain in good order on a residential development by Groveside Homes Limited at Broadmead Avenue, Worcester Park, Surrey ("the Development") the recreation and play area, play equipment and the wearing surface thereof, unadopted landscaped areas, street lighting thereon and drains thereunder whether the same are actually within the area of the Development or otherwise ("the Maintained Property").
- (ii) To negotiate on behalf of and act as agents for the owners, occupiers and residents on the Development and to negotiate and enter into contracts for the maintenance, repair and upkeep of the Maintained Property.
- (iii) To acquire the benefit of and to enforce by all means available at law or equity for the benefit of all owners, occupiers and residents on the Development all covenants (restrictive or otherwise), choses in action and contracts which will have a direct or indirect effect on the value of any property or properties on the Development or the enforcement of which shall be

for the benefit of the Development as a whole.

- (iv) To grant or acquire such leases, licences, easements, rights, privileges and profits relating to the Maintained Property as may be requisite to secure to the dwellingholders the full enjoyment of the residential units comprised in the Development.
- (v) To deal in all requisites for the creation and maintenance of the supplies, facilities and amenities for the Development and whether the same shall have been provided by the Company or not.
- (vi) To enter into contracts with the Metropolitan Water Board or other relevant body or authority for the supply of water to the Development or any part or parts thereof and to enter into any other contracts or arrangements which may be beneficial to the residents on the Development or any of them.
- (vii) To assume liability and responsibility for carrying out obligations in connection with the Maintained Property and to the residents of the Development on such terms as may be thought expedient.
- (viii) To effect and keep on foot policies of insurance against every kind of risk and liability affecting the Company or its property.
- (ix) To purchase, take on lease or in exchange, or otherwise acquire any estate or interest in property forming or to form part of the Maintained Property.
- (b) To enter into contracts, agreements and arrangements with any other company for the carrying out by such other company on behalf of the Company of any of the objects for which the Company is formed.
- (c) To enter into any arrangements with any Government or any authority, supreme, municipal, local or otherwise, that may seem conductive 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.

- (d) To act as agents for the collection, receipt or payment of money.
- (e) To promote any company for the purpose of acquiring all or any of the property and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
- (f) To pay out of the funds of the Company all expenses which the Company may lawfully pay of or incident to the formation, registration and advertising of the Company, and the issue of its capital.
- (g) To remunerate any person, firm or company rendering service to the Company whether by cash payment or otherwise as may be thought expedient,
- (h) To receive money on deposit upon such terms as the Company may approve.
- (i) To invest and deal with the moneys of the Company in such manner as may from time to time be determined.
- (j) To borrow or raise or secure the payment of money in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture stock, perpetual or otherwise 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.
- (k) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange and other negotiable and transferable instruments.
- (1) To sell, lease, exchange, let on hire, or dispose of any real or personal property or the undertaking of the Company, or any part or parts thereof, for such consideration as the Company may think fit, and, in particular, for shares whether fully or partly paid-up, debentures or securities of any other company, whether or not having objects altogether,

or in part, similar to those of the Company, and to hold and retain any shares debentures or securities so acquired, and to improve, manage, develop, sell, exchange, lease, mortgage, dispose of or turn to account or otherwise deal with all or any part of the property or rights of the Company.

- (m) To obtain any Provisional Order or Act of Parliament, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect or for effecting any modifications of the Company's constitution or for any other purposes which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the company's interests.
- (n) To distribute any of the property of the Company in specie among the shareholders.
- (c) To amalgamate with any other company having objects altogether or in part similar to those of this Company.
- (p) To do all or any of the above things as principals, agents, contractors, trustees or otherwise and by or through trustees, agents, servants or contractors or otherwise and either alone or in conjunction with others.
- (q) To do all such other things as are 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 person or partnership or other body of persons whether domiciled in the United Kingdom or elsewhere, and words denoting the singular number only shall include the plural number and vice versa, and so that the objects specified in each paragraph of this Clause shall, except where otherwise expressed in such paragraph, be regarded as independent objects, and in no ways limited or restricted by reference to or inference

from the terms of any other paragraph or the name of the Company.

- 4. The liability of the Members is limited
- 5. The Share Capital of the Company is £28 (twenty eight pounds) divided up into 28 ordinary shares of £1 (One pound) each.

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

NAMES, ADDRESSES AND DESCRIPTIONS OF Number of Shares taken by SUBSCRIBERS each Subscriber

WINSEC LIMITED

c/o Messrs Needham & James

Windsor House Temple Row Bicmingham

B2 5LF

WINDSOR HOUSE NOMINEES LIMITED

c/o Messrs Needham & James

Windsor House Temple Row Birmingham B2 5LF 0ne

M. Gullow

0ne

DATED the 25 day of October 1989.

WITNESS to all the above Signatures

Malene Guilbaud Frrn-Legal with Meedham & James Windsor House Temple Row Birmingham B2 5LF THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

- of -

BROADMEAD PARK MANAGEMENT COMPANY LIMITED

- (a) In these Articles "Table A" means Table A in the Schedule to the 1. Companies (Tables A to F) Regulations 1985 and "the Act" means the Companies Act 1985.
- (b) The clauses contained in Table A shall apply to the Company save in so far as they are excluded or modified hereby. The Clauses in Table A numbered 24, 64, 73, 74, 75, 80, 81 (e), 95, 97, 102, 103, 104, 105, 106, 107, 108 and 110 shall not apply and in addition to the remaining Clauses in Table A the following shall be the Articles of Association of the Company.

SHARES

- 2. The share capital of the Company is £28 (twenty eight pounds) divided into 28 ordinary shares of £1 (One pound) each.
- 3. (a) The shares in the Company shall be issued only to qualified persons as defined in Article 4 hereof.

- (b) Subject to sub-clause (a) hereof the Directors are unconditionally authorised for the purposes of Section 80 of the Act to allot or otherwise dispose of or grant options over the Company's shares up to the amount of the share capital created on the incorporation of the Company to such persons (including any Director), on such terms and conditions and at such time or times as the Directors may think fit, and with full power for the Directors to give to any person (including any Director) the call of any shares, either at par or at a premium, and for such time and for such consideration as the Directors may think fit at any time or times during the period of five years from the date of incorporation of the Company.
- (c) Accordingly, by virtue of Section 91 of the Act, Section 89 (1), Section 90 (1) to (5) and Section 90 (6) of the Act shall be excluded from applying to the Company.
- 4. (a) A "Dwelling" shall mean one of the dwellings on a residential development by Groveside Homes Limited at Broadmead Avenue, Worcester Park, Surrey, ("the Development").
- (b) "the Maintained Property" shall mean the recreation and play area, play equipment and the wearing surface thereof, unadopted landscaped areas, street lighting thereon and drains thereunder whether the same are entirely within the area of the Development or otherwise.
- (c) A "relevant estate" shall mean a freehold estate in a Dwelling.
- (d) A "qualified person" shall mean the owner for the time being of a relevant estate in a Dwelling and Groveside Homes Limited. If the relevant estate is vested in one or more person such persons shall jointly be a qualified person.
- (e) No qualified person shall hold more than one share in the Company unless he is the owner of the relevant estate in more than one Dwelling in which case he may hold one share for each such relevant estate.

- (f) Every holder of a share shall at all times observe and perform the covenants and conditions relating to the maintenance, repair and use of the Maintained Property which are contained in the transfer in respect of such Dwelling and shall be bound to perform such covenants and conditions as if (if such be not already the case) the same had been entered into directly between the Company and himself.
- 5. Each of the original subscribers to the Memorandum of Association shall be a qualified person (notwithstanding that he does not fulfil the qualifications contained in Article 4) until such time as he transfers the share for which he has agreed to subscribe or renounces his right to have such share allotted to him.
- 6. The lien conferred by Clause 8 in 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 be the sole registered holder thereof or one of two or more joint holders.

NOTICE OF GENERAL MEETING

7. Every notice calling a General Meeting shall comply with the provisions of Section 372 (3) of the Act as to giving information to Members in regard to their right to appoint proxies, and all notices and other communications relating to a General Meeting which any Member is entitled to receive shall also be sent to the Auditor for the time being of the Company.

TRANSFERS AND TRANSMISSIONS OF SHARES

- 8. (a) No share may be transferred by a member or other person entitled thereto otherwise than to a qualified person.
- (b) Within fourteen days from the date when a Member shall cease to be a qualified person in respect of a particular Dwelling he shall transfer his share in the Company in respect of such Dwelling at par to the person to whom the relevant estate in the said Member's Dwelling has been

transferred. If within such fourteen day period the Member ceasing to be a qualified person as aforesaid shall not have transferred the said share to the person to whom the relevant estate has been so transferred the Chairman for the time being of the Directors of the Company or failing him one of the Directors duly nominated by Resolution of the Board for that purpose shall forthwith be deemed to be the duly appointed Attorney of the said Member with full power to execute, complete and deliver in the name and on behalf of the said Member a transfer of the said Member's share to the person to whom the relevant estate has been transferred.

- (c) The Directors shall decline to register any transfer of Shares other than a transfer made pursuant to sub-clauses (a) or (b) hereof.
- (d) The Directors shall be obliged to register any transfer made pursuant to sub-clauses (a) or (b) hereof provided that it is shown to their reasonable satisfaction that the transferee is a qualified person.
- (e) The Directors shall not have any right to decline or suspend the registration of the legal personal representatives of a deceased Member who is a qualified person as Members of the Company in respect of the Shares of the said deceased Member and Clause 30 in Table A shall be modified accordingly. Such legal personal representatives shall be deemed to be a qualified person until the relevant estate of such deceased Member is transferred.

PROCEEDINGS AT GENERAL MEETINGS

- 9. It shall not be necessary to give any notice of an adjourned meeting and Clause 45 in Table A shall be construed accordingly.
- 10. A poll may be demanded by any Member present in person or by proxy and Clause $^{\it L}6$ in Table A shall be modified accordingly.
- 11. A Member for whom a receiver, curator bonis or other person in the nature of a receiver or curator bonis has been appointed by a Court in

England and Wales or Scotland having jurisdiction in that behalf on the ground that the Member is incapable by reason of mental disorder of managing and administering his property and affairs may vote, whether on a show of hands or on a poll, by the person so appointed and that person may appoint a proxy to vote on a poll on behalf of the Member.

12. A Member who for the time being is not a qualified person shall not be entitled to vote in respect of any shares of which he is the registered holder.

DIRECTORS

- 13. Unless and until otherwise determined by the Company in General Meeting the number of Directors shall be not less than one nor more than twenty. In the event of the minimum number of Directors fixed pursuant to the Articles of Association of the Company being one, a sole Director shall have authority to exercise all the powers and discretions vested in the Directors generally.
- 14. If any Director shall be called upon to perform extra services or to make special exertions for any of the purposes of the Company, the Company may remunerate the Director so doing either by a fixed sum or by a percentage of profits or otherwise as may be determined by a resolution passed at a Board Meeting of the Directors of the Company, and such remuneration may be either in addition to or in substitution for any other remuneration to which he may be entitled as a Director.
- 15. The Directors may exercise all the powers of the Company to borrow or raise money and to mortgage or charge its undertaking, property and uncalled capital and to issue debentures, debenture stock and other securities as security for any debt, liability or obligation of the Company or of any third party.
- 16. A Director may vote as a Director in regard to any contract or

arrangement in which he is interested, or upon any matter arising thereout, and if he does so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration and Clause 94 in Table A shall be modified accordingly.

- 17. Subject to the provisions of Article 23 hereof no person shall be qualified to be a Director unless he is a qualified person either alone or jointly with any other person or persons or he is approved by resolution passed by the Directors and the office of Director shall ipso facto be vacated if the Director ceases to be a qualified person or in the case of a Director who is not a qualified person, the Directors pass a resolution removing their approval of that Director.
- 18. All the Directors of the Company shall retire at each Annual General Meeting but shall be eligible for re-election.
- 19. Without prejudice to the provisions of Section 303 of the Act, the Company may by Extraordinary Resolution remove any Director before the expiration of his term of office. The Company may by Ordinary Resolution appoint another person in place of the Director so removed.
- 20. (a) Any Director may by writing under his hand appoint (1) any other Director, or (2) any other qualified person to be his alternate; and every such alternate shall subject to his giving to the Company an address within the United Kingdom at which notices may be served on him be entitled to receive notices of all meetings of the Directors and, in the absence from the board of the Director appointing him, to attend and vote at Meetings of the Directors, and to exercise all the powers, rights, duties and authorities of the Director appointing him. A Director may at any time revoke the appointment of an alternate appointed by him, and appoint another Director or qualified person in his place, and if a Director shall die or cease to hold the office of Director the appointment of his

alternate shall thereupon cease and determine, provided always that in the event of these Articles providing for the retirement by rotation, if any Director so retires but is re-elected at the meeting at which such retirement took effect, any appointment made by him pursuant to this Article which was in force immediately prior to his retirement shall continue to operate after his re-election as if he had not so retired. An alternate Director shall not be counted in reckoning the maximum number of Directors allowed by the Articles of Association for the time being. A Director acting as alternate shall have an additional vote at meetings of Directors for each Director for whom he acts as alternate but he shall count as only one for the purpose of determining whether a quorum be present. The appointment as an alternate Director shall ipso facto cease if the person so appointed ceases to be a qualified person.

- (b) Every person acting as an alternate Director shall be an officer of the Company, and shall alone be 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. The remuneration of any such alternate Director shall be payable out of the remuneration payable to the Director appointing him, and shall consist of such portion of the last-mentioned remuneration as shall be agreed between the alternate and the Director appointing him.
- 21. No person shall be or become incapable of being appointed a Director by reason of his having attained the age of seventy or any other age nor shall any special notice be required in connection with the appointment of the approval of the appointment of such person, and no Director shall vacate his office at any time by reason of the fact that he has attained the age of seventy or any other age.
- 22. The Directors may from time to time appoint one or more of their body to hold any executive office in the management of the business of the

company including the office of Chairman or Deputy Chairman or Managing or Joint Managing or Deputy or Assistant Managing Director as the Directors may decide for such fixed term or without limitation as to period and on such terms as they think fit and a Director appointed to any executive office shall (without prejudice to any claim for damages for breach of any Service Contract between him and the Company) if he ceases to hold the office of Director from any cause ipso facto and immediately cease to hold such executive office.

GOVERNING DIRECTORS

- 23. The original subscribers to these Articles shall be the Governing Directors of the Company jointly, if more than one, or singly if alone but each original subscriber shall be able to appoint in writing one other person in his place as a Governing Director. A Governing Director shall hold such office until the close of the first General Meeting of the Company attended by shareholders other than the subscribers after he or the original subscriber by whom he was appointed ceased to hold any share or shares in the Company. As long as the subscribers or their appointees or either of them retain the said office they, or he, shall have authority to authorities and discretions vested in the exercise all the powers, Directors generally. All other Directors of the Company for the time being shall be under the control of the Governing Directors or either of them and shall be bound to conform with their, or his, discretions with regard to the Company's business.
- 24. If at any General Meeting a poll is duly demanded on a resolution to remove a Governing Director from office such Director shall on a poll being taken be entitled to twenty-five votes for each share of which he is the holder; if at any General Meeting a poll is duly demanded to delete or amend the provisions of this clause, the Governing Director voting against

such resolution shall on a poll being taken, be entitled to twenty-five votes for each share of which he is the holder, and Clause 54 of Table A shall be modified accordingly. Any notice for the removal of two or more Governing Directors from office shall be submitted to the Meeting as a separate resolution in respect of each of such Directors.

NOTICES

- 25. A notice or other document may be served by the Company upon any Member either personally or by sending it or delivering it to such Member at his registered place of address or at any Dwelling in which he has the relevant estate or at any other address in the United Kingdom which the Member shall have in writing given to the Company as his address for service.
- 26. A notice or other document may be served on the Company by delivering it to or by sending it to the Company at its registered office for the time being.
- 27. A notice or other document addressed to a member at his registered address or dwelling or address for service in the United Kingdom or to the Company at its registered office for the time being shall if served by post be deemed to have been served at the latest within twenty-four hours if prepaid as first class and within forty-eight hours if prepaid as second class after the same have been posted and in proving such service it shall be sufficient to prove that the letter containing the same was properly addressed and put into a post office. Any such notice given by telex shall be deemed to have been served on the date of transmission provided that it is a business day and if not on the next following business day.
- 28. A notice or other document to a member at his registered address outside the United Kingdom shall if served by post be deemed to have been served at the latest within five days if prepaid as airmail after the same

shall have been posted and in proving such service it shall be sufficient to prove that the letter containing the same was properly addressed and put into a post office. Any such notice given by telex shall be deemed to have been served on the date of transmission.

- 29. All notices or other documents directed to be given to the Members shall with respect to any share to which persons are jointly entitled be given to whichever of such persons is named first in the Register and any notice so given shall be sufficient notice to all the holders of such share.
- 30. Service of a notice or other document at the registered address or dwelling or the address for service in the United Kingdom of any person whose name remains registered as the holder or joint holders of any shares shall notwithstanding the death of such person and whether or not the Company have notice of his decease be deemed to be sufficient notice to his executors or administrators and to the survivor or survivors of the joint holders and to all other persons entitled to such share.
- 31. Notice of every general meeting and all notices and other communications relating to a General Meeting which a Member is entitled to receive shall be given in any manner hereinbefore authorised to:-
- (a) every Member except those members who (having no registered address in the United Kingdom) have not supplied to the Company an address within the United Kingdom for the giving of notices to him; and
- (b) the Auditor for the time being of the Company.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

WINSEC LIMITED

c/o Messrs. Needham & James

Windsor House Temple Row Birmingham B2 5LF

WINDSOR HOUSE NOMINEES LIMITED

c/o Messrs. Needham & James Windsor House Temple Row Birmingham B2 5LF

DATED the 25 day of October 1989.

WITNESS to all the above Signatures

Helene Guilbaud
Para-Legal with Messrs
Needham & James
Windsor House
Temple Row
Birmingham
B2 5LF

M24109L05

FILE COPY



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

No. 2442276

I hereby certify that

BROADMEAD PARK MANAGEMENT COMPANY LIMITED

is this day incorporated under the Companies Act 1985 as a private company and that the Company is limited.

Given under my hand at the Companies Registration Office,
Cardiff the 10 NOVEMBER 1989

P. BEVAN

an authorised officer

COMPANIES HOUSE

If you need to contact us regarding this notice, please quote reference

THE DIRECTORS
BROADMEAD PARK MANAGEMENT COMPANY LIMITED
THE POINTE
89-91 HARTFIELD ROAD
WIMBLEDON
SW19 3TJ

DEF6/ 02442276

Date: 21 JULY 1992

COMPANIES ACT 1985 (Section 652)

The REGISTRAR OF COMPANIES gives NOTICE that, unless cause is shown to the contrary, at the expiration of 3 months from the above date the name of

BROADMEAD PARK MANAGEMENT COMPANY LIMITED

will be struck off the register and the company will be dissolved.

COMPANIES HOUSE CARDIFF CF4 3UZ

Tel: Cardiff (0222) 380004

1574

FILE COPY



STRIKING OFF ACTION DISCONTINUED

02442276 BROADMFAD PARK MANAGEMENT COMPANY LIMITED

Cause has been shown why the above company should not be struck off the register and accordingly the Registrar is taking no further action under section 652 of the Companies Act 1985 pursuant to the Notice dated $\frac{12/10/$2}{}$

2442276

BROADMEAD PARK MANAGEMENT COMPANY LIMITED

Company Number:

THE COMPANIES ACT 1985

At an EXTRAORDINARY GENERAL MEETING of the above-named Company, duly convened, and held on oth January 1993 the following SPECIAL RESOLUTION was duly passed:-

That in accordance with Sections 252 and 253 of the Companies Act 1985 the Company being a dormant Company within the meaning of the said sections, no Auditors shall be appointed for the Accounting Period ended 31st March 1992.

Secretary

EROADMEAD PARK MANAGEMENT COMPANY LIMITED

COMPANY REGISTERED NUMBER: - 2442276

SPECIAL RESOLUTION

At an EXTRAORDINARY GENERAL MEETING of the above named Company, duly convened and held on 1st March 1993, the following SPECIAL RESOLUTION was duly passed:—

That in accordance with Section 250 of the Companies Act 1985, the Company, being a dormant Company within the meaning of the said section, no Auditors shall be appointed for the Accounting Period ended 31st March 1993.

Signed

Director

Secretary

COMPANIES HOUSE CARDIFF 2 7 JAN 1994

RECEPTION DESK