

G

COMPANIES FORM No. 12

**Statutory Declaration of compliance
with requirements on application
for registration of a company****12**Please do not
write in
this margin

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

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

To the Registrar of Companies

For official use

For official use

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2497965

Name of company

* WESTCOTT PARK NO.1 RESIDENTS
COMPANY LIMITED

* insert full
name of CompanyI, COMBINED SECRETARIAL SERVICES LIMITEDof 16 - 26 BANNER STREETLONDONEC1Y 8QE† delete as
appropriate

do solemnly and sincerely declare that I am a [~~Solicitor engaged in the formation of the company~~]†
[person named as director or secretary of the company in the statement delivered to the registrar
under section 10(2)]† and that all the requirements of the above Act in respect of the registration of the
above company and of matters precedent and incidental to it 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 ICC House, 148-149 Gt. Charles StreetBirmingham B3 3HT

Declarant to sign below

the 19 day of AprilOne thousand nine hundred and ninetybefore me [Signature]

A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths.

authorised signatory

ON BEHALF OF COMBINED SECRETARIAL SERVICES LTD.

Presenter's name address and
reference (if any):

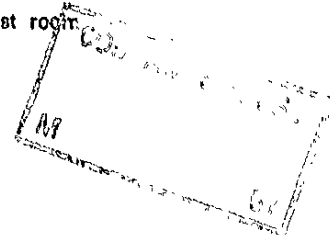
ICC COMPANY FORMATIONS
ICC House
148-149 Gt. Charles Street
Birmingham
B3 3HT

Telephone 021-236 2020

ICC COMPANY FORMATIONS

For official Use
New Companies Section

Post room



**Statement of first directors
and secretary and intended
situation of registered office****10**

Pursuant to section 10 of the Companies Act 1985

Please do not
write in
this margin

To the Registrar of Companies

For official use

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

Name of company

WESTCOTT PARK NO. 1 Residents Company	1 Limited*
--	---------------

* delete if
inappropriateThe intended situation of the registered office of the company
on incorporation is as stated below

110 WHITCHURCH ROAD	2
CARDIFF	
	Postcode CF4 3LY

If the memorandum is delivered by an agent for the subscribers of the
memorandum please mark 'X' in the box opposite and insert
the agent's name and address below

X

ICC LEGAL SERVICES LTD	3
110 WHITCHURCH ROAD	
CARDIFF	
	Postcode EC1Y 8QE

Number of continuation sheets attached (see note 1).

Presenter's name address and
reference (if any):ICC Legal Services Ltd
110 WHITCHURCH
ROAD, CARDIFF

ICC LEGAL SERVICES

Telephone 011 222 2222


For official use

General Section


Post room


The name(s) and particulars of the person who is, or the persons who are, to be the first director or directors of the company (note 2) are as follows:

Please do not write in this margin

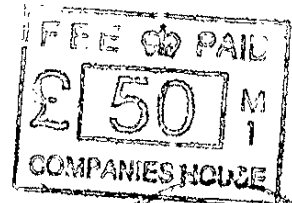
Name (note 3) COMBINED NOMINEES LIMITED		Business occupation	4
		N/A	
Previous name(s) (note 3) None		Nationality	
Address (note 4) 16-26 Banner Street		N/A	
London		Date of birth (where applicable)	
	Postcode EC1Y 8QE	(note 6)	
Other directorships †			
None			
 I consent to act as director of the company named on page 1 SIGNATURE <i>authorised signatory</i> ON BEHALF OF COMBINED NOMINEES LIMITED Date 19 APR 1990			

† enter particulars of other directorships held or previously held (see note 5). If this space is insufficient use a continuation sheet.

Name (note 3) COMBINED SECRETARIAL SERVICES LIMITED		Business occupation	5
		N/A	
Previous name(s) (note 3) None		Nationality	
Address (note 4) 16-26 Banner Street		N/A	
London		Date of birth (where applicable)	
	Postcode EC1Y 8QE	(note 6)	
Other directorships †			
None			
 I consent to act as director of the company named on page 1 SIGNATURE <i>authorised signatory</i> ON BEHALF OF COMBINED SECRETARIAL SERVICES LIMITED Date 19 APR 1990			

Name (note 3)		Business occupation	6
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 page 1 SIGNATURE Date			

665
115
225
COMPANY LIMITED BY SHARES



MEMORANDUM OF ASSOCIATION

of



WESTCOTT PARK NO.1 RESIDENTS COMPANY LIMITED

1. The Company's name is WESTCOTT PARK NO.1 RESIDENTS COMPANY LIMITED.
2. The Company's Registered Office is to be situated in England And Wales.
3. The Company's objects are:
 - (a) To acquire the freehold title to land at Westcott Park, Western Avenue & Cotton Avenue, Acton, with the block of flats erected thereon and to grant leases of the said flats on such terms as may from time to time seem expedient.
 - (b) To act as an association of and for the owners of the leases of the said flats and to manage and administer the said property and in particular to provide such services for the residents thereof and to carry out such reconstruction, renewal, repairs, maintenance or renovation thereto as the Directors may consider necessary or desirable and to provide or procure the provision of such services as may be required or expedient.
 - (c) To purchase or sell, to take or let on lease, take or give in exchange or on hire, or otherwise acquire, grant, hold or dispose of for any estate or interest any real or personal property, and such other rights and interest in property as the Company shall think fit.
 - (d) To carry on any other trade or business whatever which, in the opinion of the Directors, can be advantageously carried on in connection with or ancillary to the business of the Company or is calculated directly or indirectly to enhance the value of or render profitable any of the property or rights of the Company.
 - (e) To borrow or raise or secure the payment of money for the purposes of or in connection with the business of the Company and to mortgage or charge the undertaking and all or any of the real and personal property and assets, present or future, of the Company upon such terms as the Directors may determine.
 - (f) To invest and deal with the moneys of the Company not immediately required and hold and deal with any investment so made in such manner as the Directors may determine.
 - (g) To lend or advance money and to give credit and to enter into guarantees or indemnities of any kind, whether secured or unsecured, and whether in respect of its own obligations or those of some other person or company in such circumstances and upon such terms as the Directors may think fit.
 - (h) To remunerate any person, firm or company for services rendered, or to be rendered, to, or in connection with the conduct of the business of, the Company.

(i) To accept, draw, make, execute, discount or endorse bills of exchange, promissory notes, or other negotiable instruments.

(j) To pay or agree to pay all or any of the promotion, formation and registration expenses of the Company.

(K) To do all such things as are incidental or conducive to the attainment of the above objects or any of them.

4. The income and property wheresoever and whensoever derived of the Company 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 profits, to members of the Company. Provided that nothing herein shall prevent the payment in good faith, of remuneration to any officer or servant of the Company, or to any member of the Company in return for any services actually rendered to the company.

5. The liability of the members is limited.

6. The company's share capital is £225 divided into 45 shares of £5.00 each.

WE, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum; and we agree to take the number of shares shown opposite our respective names.

NAMES AND ADDRESSES
OF SUBSCRIBERS

NUMBER OF SHARES TAKEN
BY EACH SUBSCRIBER

COMBINED NOMINEES LIMITED
16-26 Banner Street,
London, EC1Y 8QE.

ONE
authorised signatory 
ON BEHALF OF COMBINED NOMINEES LIMITED

COMBINED SECRETARIAL SERVICES LIMITED ONE
16-26 Banner Street,
London, EC1Y 8QE.

authorised signatory 
ON BEHALF OF COMBINED SECRETARIAL SERVICES LIMITED

TOTAL NUMBER OF SHARES TAKEN

TWO

Dated this 19th Day of April 1990

WITNESS to the above Signatures:-



B.R. Millar,
110 Whitechurch Road,
Cardiff, CF4 3LY.

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

WESTCOTT PARK NO.1 RESIDENTS COMPANY LIMITED

PRELIMINARY

1. In these Articles:-

"flat" means a flat forming part of the said property referred to in Clause 3(a) of the Memorandum of Association of the Company

"lease" means a lease of a flat.

"owner" in relation to a flat means the lessee of that flat holding under a lease or a successor in title to such lessee.

"Table A" means Table A in The Companies (Tables A to F) Regulations 1985.

2. (a) Subject as hereinafter provided or except where inconsistent with the provisions hereinafter contained, the regulations contained in Table A shall apply to the Company.

(b) Regulations 2 to 4 inclusive, 8 to 22 inclusive, 24, 40, 64, 73 to 75 inclusive, 78, 79, 80, 102 to 108 inclusive and 110 of Table A shall not apply to the Company.

ALLOTMENT, TRANSFER AND TRANSMISSION OF SHARES

3. The Company is a private company and accordingly any invitation to the public to subscribe for any shares or debentures of the Company is prohibited and the Company shall not have power to issue share warrants to bearer.

4. Subject as hereinafter provided and to any directions contained in any resolution or resolutions of the Company creating the same, the unissued shares of the Company shall be under the control of the Directors who may allot, grant options over or otherwise dispose of the shares. The provisions of Section 89(1) and Section 90(1) to (6) of the Act shall not apply to the Company. The maximum number of shares which may be allotted pursuant to this authority shall be entire unissued authorised share capital of the Company and this authority will expire five years after the date of incorporation of the Company provided that it may be extended for further periods of up to five years by ordinary resolution of the Company.

5. All sums payable to the company in respect of the allotment of any share (whether as to the nominal value or by way of premium) shall be paid in full on or before the date of the allotment, and no share shall be allotted other than as a fully-paid share.

6. Except as to shares subscribed for by and issued to the subscribers to the Memorandum of Association, no owner shall be registered as the holder of more than one share for each flat of which he is the owner, and no share shall be allotted to a person other than an owner. A share allotted to an owner shall be deemed to be allocated to such owner's flat.

7. (a) Each owner will retain any share allotted to him whilst he remains an owner and on ceasing to be an owner will transfer such share to the new owner and save and except for the transfer by subscribers of shares in the Company, a share in the Company shall be transferred only upon or after a change in the ownership of the flat to which the share has been allocated.

(b) The price to be paid upon the transfer of a share shall in default of agreement between the transferor and the transferee be its nominal value.

(c) If upon the change of ownership of a flat the holder of the share allocated to that flat refuses after being requested in writing so to do by the Secretary of the Company or neglects for a period of one month after the date of such change of ownership to transfer such share in accordance with these Articles to the owner for the time being of that flat the Directors may by resolution appoint some person to transfer such share to the owner for the time being of such flat and a transfer by such person shall be effective and the transferee or transferees shall be registered as the holder or holders of such share, and as against the former registered holder and all persons claiming through him, shall be absolutely entitled to the same. The Company may receive the purchase money on the transferor's behalf and give a good receipt therefor.

8. The Directors may in their absolute discretion and without assigning any reason therefor decline to register any transfer of a share but the Directors shall not refuse to register any transfer of a share pursuant to Article 7.

9. An instrument of transfer need not be signed by or on behalf of the transferee and in regulation 23 of Table A the words from 'and, unless' to the end shall be omitted.

PROCEEDINGS AT GENERAL MEETINGS

10. In regulation 59 of Table A the second sentence shall be omitted.

11. 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: save as herein otherwise provided, two members present in person shall be a quorum.

DIRECTORS

12.(a) The first Directors of the Company shall be the person or persons named in the statement delivered to the Registrar of Companies in accordance with Section 10 of the Act.

(b) Until otherwise determined by the Company in general meeting, the number of Directors shall not be less than two nor more than six.

13.(a) The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with the Articles as the maximum number of Directors.

(b) Subject to the provisions of Table A and Section 303(2) of the Act, the Company may by Ordinary Resolution appoint a person who is willing to act to be a Director either to fill a vacancy or as an additional Director. In regulation 38 of Table A the words 'or a resolution appointing a person as a Director' shall be omitted.

14. The qualification of a Director (other than the first Directors who shall not be required to hold a qualifying share) shall be the holding of one share in the Company provided that if any Director having so qualified shall cease to hold one share in the Company his appointment as a Director shall automatically determine and his office of Director shall be immediately vacated.

15. A person may be appointed a Director notwithstanding that he shall have attained the age of 70 years and no Director shall be liable to vacate office by reason of his attaining that or any other age.

BORROWING POWERS

16. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

DIRECTORS' INTERESTS

17. A Director may vote in respect of any contract or arrangement in which he, or any person with whom he is connected, is interested and be counted in the quorum present at any meeting of the Directors or any General Meeting of the Company at which any such contract or arrangement is proposed or considered, and if he shall so vote, his vote shall be counted. This Article shall have effect in substitution for regulations 94 to 98 inclusive of Table A, which regulations shall not apply to the Company.

ALTERNATE DIRECTORS

18. An appointment or removal of an alternate Director may be effected at any time by notice in writing to the Company given by his appointor. An alternate Director may also be removed from his office by not less than twenty four hours' notice in writing to the Company and to the appointor given by a majority of his co-Directors. This Article shall have effect in substitution for regulation 68 of Table A which shall not apply to the Company.

INDEMNITY

19. Subject to the provisions of Section 310 of the Act, and in addition to such indemnity as is contained in regulation 118 of Table A, every Director, Secretary or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities incurred by him in or about the execution and discharge of the duties of his office.

NAMES AND ADDRESSES OF SUBSCRIBERS

COMBINED NOMINEES LIMITED
16-26 Banner Street,
London, EC1Y 8QE.

authorised signatory 
ON BEHALF OF COMBINED NOMINEES LIMITED

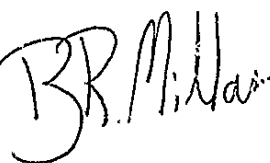
COMBINED SECRETARIAL SERVICES LIMITED
16-26 Banner Street,
London, EC1Y 8QE.

authorised signatory 
ON BEHALF OF COMBINED SECRETARIAL SERVICES LIMITED

Dated this 19th Day of April 1990

Witness to the above signatures:-

B.R. Millar,
110 Whitechurch Road,
Cardiff CF4 3LY



FILE COPY



**CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY**

No. 2497965

I hereby certify that

**WESTCOTT PARK NO.1 RESIDENTS 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 1 MAY 1990

A handwritten signature in cursive script, reading "F. A. Joseph.".

F. A. JOSEPH

an authorised officer

COMPANY NUMBER: 2497965

COMPANIES ACT 1985

SPECIAL RESOLUTION

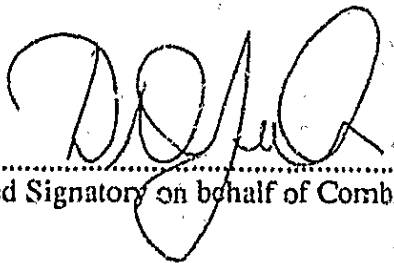
OF

WESTCOTT PARK NO.1 RESIDENTS ASSOCIATION LIMITED

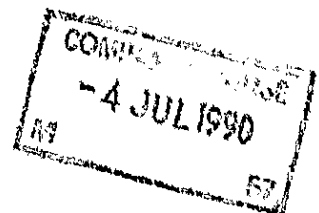
At an Extraordinary General Meeting of the Members of the above named Company, duly convened and held at 16-26 Banner Street, London, EC1Y 3QE, on the 1st day of May 1990, the following Special Resolution was duly passed:

**AMENDMENT TO
MEMORANDUM
AND ARTICLES
OF ASSOCIATION**

IT WAS RESOLVED that the draft Memorandum and Articles of Association laid before this meeting and for the purpose of identification subscribed to by the Chairman thereof, be and the same are hereby adopted as the Memorandum and Articles of Association of the Company in substitution for, and to the exclusion of the existing Regulations thereof.

DIRECTOR: 
(An Authorised Signatory on behalf of Combined Nominees Limited)

PRESENTED BY: ICC COMPANY FORMATIONS
110 WHITCHURCH ROAD,
CARDIFF,
CF4 3LY.



The Companies Act 1985

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

(As amended by a Special Resolution passed on the 1st day of May 1990)

OF WESTCOTT PARK NO 1 RESIDENTS COMPANY LIMITED

1. The Company's name is Westcott Park No 1 Residents Company Limited.

2. The Company's Registered Office is to be situated in England.

3. The Company's objects are:

(a) To acquire the freehold title to land forming part of the development known or intended to be known as Westcott Park, Western Avenue and Cotton Avenue, Acton together with blocks of flats erected thereon and the garages parking spaces and grounds appurtenant thereto and to grant leases of the said flats garages parking spaces and other parts of the said property on such terms as may from time to time seem expedient.

(b)(i) To manage and administer land buildings and property of every description on its own account or as trustee or nominee or agent of any other company or person and in particular but without prejudice to the generality of the foregoing to control manage supervise repair and maintain the said property forming part of the development known or intended to be known as Westcott Park, Western Avenue and Cotton Avenue, Acton and to provide and supply such services and amenities for the tenants lessees and residents thereof as may be necessary convenient or desirable.

(ii) To lay out maintain replant and repair gardens pleasure grounds lawns shrubberies and play grounds and other amenities on the said property and repair boundary and other walls and fences to keep such gardens pleasure grounds lawns and shrubberies as aforesaid in good order and condition and properly planted and to replace such plants and shrubs as may die or require replacing.

(iii) To build construct maintain and repair all manner of buildings and structures car parks roads paths boundary and other wall and fences lighting installations sewers and drainage installations and other appurtenances and amenities on the said property and to keep the same in good order and condition.

(iv) To engage servants and agents for the purpose of carrying out any of the objects of the Company

(v) To execute and do all such acts and things as may be requisite for the purpose of ensuring the efficient management and administration of the said property.

(vi) To enter into contracts of insurance and indemnity in respect of any liability of the Company for claims arising from the use of the said property or any part thereof in common by the owners or occupiers of the said flats or by any other persons lawfully on the said property and to effect and maintain insurance against loss or injury to any property of or to any persons employed by the Company.

(vii) To make regulations regarding the use by the owners and occupiers of the said flats their families servants and friends of the said property or any part thereof so used in common as aforesaid.

(c) To carry on all or any of the business of proprietors or managers of houses flats or other buildings or land and of builders contractors plumbers decorators carpenters joiners gas electrical water and sanitary engineers and of insurance and estate agents.

(d) To develop and turn to account any land acquired by or in which the Company is interested and in particular by laying out and preparing the same for building purposes constructing altering pulling down decorating maintaining furnishing fitting up and improving buildings and by planting paving draining farming cultivating letting on building lease or building agreement and by advancing money to and entering into contracts and arrangements of all kinds with builders tenants and others.

(e) To carry on any other trade or business which may seem to the Company capable of being conveniently carried on in connection with the objects specified above or which may seem advisable to be undertaken for the purposes thereof.

(f) To purchase take on lease or in exchange hire or otherwise acquire and hold for any estate or interest any lands buildings easements rights privileges concessions patents patent rights licences secret processes machinery plant stock-in-trade and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof.

(g) To erect construct lay down enlarge alter and maintain any roads reservoirs stores buildings works plant and machinery necessary or convenient for the Company's business and to contribute to or subsidise the erection construction and maintenance of any of the above.

(h) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society.

(i) To mortgage and charge the undertaking and all or any of the real and personal property and assets present or future and all or any of the uncalled capital for the time being of the Company and to issue at par or at a premium or discount and for such consideration and with and subject to such rights powers privileges and conditions as may be thought fit debentures or debenture stock either permanent or redeemable or repayable and collaterally or further to secure any securities of the Company by a trust deed or other assurance.

(j) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities and also by way of security for the performance of any contracts or obligations of the Company.

(k) To receive money on deposit or loan upon such terms as the Company may approve.

(l) To establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension or superannuation funds for the benefit of and give or procure the giving of donations gratuities pensions allowances or emoluments to any persons who are or were at any time in the employment or service of the Company or otherwise associated with the Company in business and the wives widows families and dependants of any such persons and also to establish and subsidise or subscribe to any institutions associations clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company as aforesaid or of any such persons as aforesaid and to make payments for or towards the insurance of any such persons as aforesaid and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public general or useful object and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.

(m) To draw make accept endorse negotiate discount and execute promissory notes bills of exchange and other negotiable instruments.

(n) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined.

(o) To pay for any property or rights acquired by the Company in cash or by any securities which the Company has power to issue or partly in one mode and partly in another and generally on such terms as the Company may determine.

(p) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company either in cash by instalments or otherwise or in fully or partly paid-up shares of any company or corporation with or without deferred or preferred or special rights or restrictions in respect of dividend repayment of capital voting or otherwise or in debentures or mortgage debentures or debenture stock mortgages or other securities of any company or corporation, or partly in one mode and partly in another and generally on such terms as the Company may determine and to hold dispose of or otherwise deal with any shares stock or securities so acquired.

(q) To sell improve manage develop turn to account exchange let on rent royalty share of profits or otherwise grant licences easements and other rights in or over and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.

(r) To subscribe or guarantee money for or organise or assist any

national local charitable benevolent public general or useful object or for any exhibition or for any purpose which may be considered likely directly or indirectly to further the objects of the Company or the interests of its members.

(s) To distribute among the members in specie any property of the Company or any proceeds of sale or disposal of any property of the Company but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.

(t) To do all or any of the above things in any part of the world and either as principals agents trustees contractors or otherwise and either alone or in conjunction with others and either by or through agents trustees sub-contractors or otherwise.

(u) 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 each sub-clause of this Clause shall be construed independently of the other sub-clauses hereof and that none of the objects mentioned in any sub-clause shall be deemed to be merely subsidiary to the objects mentioned in any other sub-clause.

4. The income and property whatsoever and wheresoever derived of the Company shall be applied solely towards the promotion of the objects of the Company as herein set forth and no part thereof shall be paid or transferred either directly or indirectly by way of dividend bonus or otherwise by way of profit to the members of the Company but so that nothing herein contained 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 services rendered to the Company.

5. The liability of the Members is limited.

6. The Company's Share Capital is Two hundred and Twenty-five pounds (£225.00) divided into Forty-five shares of Five pounds (£5.00) each.

We, the several persons whose Names Addresses and Descriptions are subscribed are desirous of being formed into a Company pursuant to this Memorandum; and we agree to take the number of shares shown opposite our respective names.

NAMES AND ADDRESSES
OF SUBSCRIBERS.

NUMBER OF SHARES TAKEN
BY EACH SUBSCRIBER.

Combined Secretarial Services Limited, ONE
Second Floor,
16/26 Banner Street,
London EC1Y 8QE.

Combined Nominees Limited, ONE
Second Floor,
16/26 Banner Street,
London EC1Y 8QE.

Dated this 19th day of April One thousand nine hundred and Ninety
Witness to the above Signatures:

Brian Millar
110 Whitchurch Road
Cardiff CF4 3LY.

The Companies Act 1985

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

(As amended by a Special Resolution passed on the 1st day of March 1990)

OF WESTCOTT PARK NO 1 RESIDENTS COMPANY LIMITED

PRELIMINARY

1. The regulations contained in Table A in the Companies (Tables A to F) Regulations 1985 (such Table being hereinafter referred to as "Table A") shall apply to the Company save insofar as they are excluded or varied hereby that is to say Clauses 2 to 4 inclusive, 9 to 22 inclusive, 24, 64, 102 to 108 inclusive and 110 in Table A shall not apply to the Company and in addition to the remaining Clauses in Table A as varied hereby the following shall be the Regulations of the Company.

MEMBERSHIP

2. In this and the following Articles:-

"Dwelling" means a flat comprised in the property intended to be managed by the Company and forming part of the Development described as Westcott Park, Western Avenue and Cotton Avenue, Acton and mentioned in sub-clause (a) of Clause 3 of the Memorandum of Association and "Dwellings" shall be construed accordingly.

"Dwellingholder" means the person or persons in whom for the time being vested a lease of a Dwelling which was granted for a period of not less than 21 years or to whom the freehold interest in a Dwelling has been transferred; and so that whenever two or more persons are for the time being joint Dwellingholders of any one Dwelling they shall for all the purposes of these Articles be deemed to constitute one Dwellingholder.

3. 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. The Subscribers' Shares may be transferred to and held by a Director or Directors of the Company other than a Dwellingholder or Dwellingholders until such time as there are Dwellingholders in respect of all Dwellings (or such lesser number as the directors shall in their absolute discretion determine) comprised in the property referred to in Article 2 hereof under the sub-heading "Dwelling". Save as aforesaid no Shares shall be allotted or transferred to any person who is not a Dwellingholder and no more than one Share shall be allotted or transferred in respect of any one Dwelling.

4. Clause 2 in Table A shall be read and construed as if the words "(not being a fully paid Share)" were omitted.

5. In Clause 23 in Table A, the words from "and, unless" to the end shall be omitted.

6.(a) If any Dwellingholder parts with his interest in the Dwelling 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 representatives shall transfer his Share in the Company to the person or persons becoming Dwellingholder of the said Dwelling in his place.

(b) The price to be paid on the transfer of every Share under this Article shall unless the transferor and transferee otherwise agree be its nominal value.

(c) 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 and 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.

7. If a Member shall die or be adjudged bankrupt his legal personal representative or representatives or the trustee in his bankruptcy shall be entitled to be registered as a Member of the Company provided he or they shall for the time being be the Dwellingholder of the Dwelling formerly held by such deceased or bankrupt Member.

8. The Directors may refuse to register any transfer of a Share or Shares on which the Company has a lien and shall so refuse in the case of any transfer made in contravention of the foregoing provisions.

PROCEEDINGS AT GENERAL MEETINGS

9. Clause 40 in Table A shall be read and construed as if at the end thereof there were added the words "Subject to the provisions of the Act 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 shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held".

VOTES OF MEMBERS

10. Clause 54 in Table A shall be read and construed as if at the end thereof there were added the words "PROVIDED THAT (1) until such time as there are Dwellingholders in respect of all the Dwellings or such lesser number as the Directors in their absolute discretion determine the provisions of this Clause shall apply only to the subscribers to the Memorandum of Association of the Company and the transferees of their Shares and (2) after such time no Dwellingholder may vote in respect of any matter concerning (directly or indirectly) services to be provided to Dwellingholders or monies payable by Dwellingholders unless such Dwellingholder is (with or without other Dwellingholders) the recipient or prospective recipient of such services or has liability or prospective

Liability to make such payments".

11. In regulation 59 of Table A the second sentence shall be omitted.

DIRECTORS

12. Unless and until the Company in General Meeting shall otherwise determine, the number of Directors shall not be more than seven but need not exceed one. If and so long as there is a sole Director he may exercise all the powers and authorities vested in the Directors by these Articles or Table A.

13. The first Director or Directors of the Company shall be the person or persons named in the Statement delivered under Section 10 of the Act.

14. 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 shall 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. This Article shall have effect in substitution for Regulations 94 to 98 inclusive of Table A, which Regulations shall not apply to the Company.

15. Subject to the provisions of Table A and Section 303(2) of the Act, the Company may by Ordinary Resolution appoint a person who is willing to act to be a Director either to fill a vacancy or as an additional Director. In regulation 38 of Table A the words "or a resolution appointing a person as a Director" shall be omitted.

16. The Directors are generally and unconditionally authorised to exercise all or any part of the powers of the Company to allot relevant securities within the meaning of Section 80(2) of the Act up to a maximum amount (measured by reference to the nominal amount of the relevant securities concerned) of the authorised capital of the Company at the date of adoption of these Articles and such authority (unless previously revoked or renewed) shall expire five years after such date but shall allow the Directors so to allot relevant securities after the expiry of such authority pursuant to an offer or agreement made by the Company before such expiry.

DIVIDENDS AND RESERVES

17. The Company shall not declare any dividends or bonuses.

18. The Directors may set aside out of any moneys of the Company not immediately required for the purposes of its business such sums as they think proper as a reserve or reserves. All money set aside and standing to revenue or general or special reserve accounts or capital reserve account and all other moneys of the Company not immediately applicable for any payment to be made by the Company may (subject to the provisions of the Act with respect to the purchase by the Company of its own shares or loans upon the security thereof) be invested by the Board in such manner as the Board from time to time think proper with power to employ the same and the assets constituting the same or any part thereof in the business of the Company and without its being necessary to keep separate

or distinguish between the investments of the reserve accounts and investments of other moneys of the Company between investments of the revenue or general or special reserve accounts and investments of the capital reserve account. All moneys so set aside as aforesaid shall at the discretion of the Directors be applicable for any purpose to which the moneys of the Company may be properly applied.

EXPENSES

19. The Members shall from time to time and whenever called upon by the Company so to do contribute equally or in such proportions as the Directors may determine to all expenses and losses which the Company shall properly incur on their behalf and in respect of which they are not otherwise bound to contribute in their capacity as Members.

NAMES AND ADDRESSES OF SUBSCRIBERS

Combined Secretarial Services Limited,
Second Floor,
16/26 Banner Street,
London EC1Y 8QE.

Combined Nominees Limited,
Second Floor,
16/26 Banner Street,
London EC1Y 8QE.

Dated this 28th day of February One thousand nine hundred and ninety

Witness to the above Signatures:

Brian Millar
110 Whitchurch Road
Cardiff CF4 3LY

G

COMPANIES FORM No 224

224

Notice of accounting
reference date

(to be delivered within 6 months of incorporation)

Pursuant to section 224 of the Companies Act 1985

To the Registrar of Companies

For official use

Company Number

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2497965

Name of Company

WESTCOTT PARK NO.1 RESIDENTS COMPANY LIMITED

gives notice that the date on which the company's accounting reference period is to be treated as coming to an end in each successive year is as shown below:

Day Month

3	1	0	3
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Signed

A. Sell

Designation SECRETARY

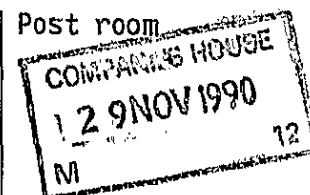
Date 14/5/90

Presentor's name, address
and reference (if any):

The Secretary
Westcott Park No.1 Residents
Company Limited
Caldew House, Garamonde Drive
WYMBUSH, MILTON KEYNES Bucks MK8 8DF

For official use
General section

Post room



CHAPP